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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

† These members are dual appointees of Fair Work Australia.

‡ These dual appointees work full-time from Fair Work Australia premises at 80 William Street, Sydney.

(1885)

SERIAL C7885

AMBULANCE SERVICE OF NSW DEATH AND DISABILITY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 163 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete definition of "Union" in clause 3, Definitions, of Part A of the award published 11 July 2008 (366 I.G. 5) and insert in lieu thereof the following:

"Union" means HSUeast

2. Delete subclause 8.3 from clause 8, Officers-Lump Sum Payment, for "Off-Duty" Death and Total and Permanent Disability, of Part B and insert in lieu thereof the following:

- 8.3 Entitlements under clause 8.1 in the event of an officer's death will be paid in accordance with the scheme's trust deed.

Age	Lump Sum 10-Nov- 2006	Lump Sum 25-Sep- 2007	Lump Sum 01-Jul- 2008	Lump Sum 13-Sep- 2008	Lump Sum 04-Jul- 2009	Lump Sum 03-Jul- 2010	Lump Sum 02-Jul- 2011	Lump Sum 14-Jul- 2012
Less than 61 Year of Age	260,000	\$270,400	\$277,160	\$293,790	\$301,135	\$313,180	\$325,707	\$338,410
At age 61 to < 62 yrs	208,000	\$216,320	\$221,728	\$235,032	\$240,908	\$250,544	\$260,566	\$270,728
At age 62 to < 63 yrs	156,000	\$162,240	\$166,296	\$176,274	\$180,681	\$187,908	\$195,424	\$203,046
At age 63 to < 64 yrs	104,000	\$108,160	\$110,864	\$117,516	\$120,454	\$125,272	\$130,283	\$135,364
At age 64 to < 65 yrs	52,000	\$54,080	\$55,432	\$58,758	\$60,227	\$62,636	\$65,141	\$67,681

3. Delete subclause 15.4 of clause 15, Leave Reserved and No Extra Claims, of Part D and insert in lieu thereof the following:

15.4 Leave is reserved for the Ministry of Health and the Service to apply as they may for arbitration of the Health and Wellness Program under clause 11 Health and Wellness Program of this Award.

4. Delete clause 16, Area, Incidence and Duration and Parties Bound, and insert in lieu thereof the following:

16. Area, Incidence, Duration and Parties Bound

16.1 This Award shall apply to all officers as defined in clause 3, Definitions, who are employed by the Ambulance Service.

16.2 This Award shall be binding upon the Union and the Ambulance Service.

16.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.

- 16.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

C. G. STAFF *J.*

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**CROWN EMPLOYEES - LEGAL OFFICERS (CROWN SOLICITOR'S
OFFICE, OFFICE OF THE LEGAL AID COMMISSION, OFFICE OF
THE DIRECTOR OF PUBLIC PROSECUTIONS AND
PARLIAMENTARY COUNSEL'S OFFICE) REVIEWED AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 68 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Adjustment of Salaries
5.	Conditions for Progression
6.	Calculation of Service
7.	Anti-Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

1. Title

This Award shall be known as the Crown Employees-Legal Officers (Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsels Office) Reviewed Award 2012.

2. Definitions

"Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

"Officer" means and includes all persons who are graduates in Law from either a recognised University or who possesses qualifications deemed to be equivalent or who have qualified to be admitted as a Barrister or Solicitor of the Supreme Court of New South Wales, permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act, 2002*, and who are appointed to positions in the Crown

Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office and to which this award applies.

"Division Head" means the Chief Executive Officer of the relevant Department.

"Director-General, Department of Premier and Cabinet" shall mean the employer for the purposes of the *Public Sector Employment and Management Act 2002*.

"Solicitor" means an officer who has been admitted to practice as a solicitor of the Supreme Court of New South Wales.

"Barrister" means an officer who has been admitted to practice as a barrister of the Supreme Court of New South Wales.

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

3. Salaries

Subject to the provisions of the *Public Sector Employment and Management Act, 2002*, and the Public Sector Employment and Management Regulation 2009, officers shall be paid not less than the rates of salaries as prescribed in Part B, Monetary Rates:

Provided that -

- (i) A minimum salary at the rate prescribed for the fifth year of service in Grade I shall be paid to an officer who:
 - (a) has been admitted as a Solicitor of the Supreme Court of New South Wales; or
 - (b) has completed two years practical legal experience in the offices of the Crown Solicitor, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions or Parliamentary Counsel's Office or the equivalent approved by the appropriate Division Head; or
 - (c) has been admitted as a Barrister of the Supreme Court of New South Wales and either -
 - (A) Prior to such admission had completed two years practical legal experience in the Crown Solicitors' Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions or Parliamentary Counsel's Office or the equivalent approved by the appropriate Division Head; or
 - (B) Since acquiring the qualification by virtue of which the officer was so admitted has -
 - (1) completed twelve months approved practical legal experience in the Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions or Parliamentary Counsel's Office or the equivalent approved by the appropriate Division Head; or
 - (2) completed two years' satisfactory and appropriate practical legal experience.
- (ii) No officer shall be eligible to progress beyond the salary prescribed for the second year of service in Grade II until the officer has complied with the requirements of paragraphs (a) or (c) of proviso (i) of this clause.
- (iii) Officers temporarily employed under the provisions of the *Public Sector Employment and Management Act, 2002*, in any of the positions covered by this award shall, unless otherwise determined by the Director-General, Department of Premier and Cabinet, be paid the weekly equivalent of the annual rates specified.

4. Adjustment of Salaries

The salaries of officers covered by this award shall be adjusted to the appropriate scale prescribed by this award on the basis of years of service in position or grade. For the purpose of this clause an officer shall be deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this award.

5. Conditions for Progression

- (i) An officer who has served for twelve months on the maximum rate prescribed for Grade I shall be advanced to the minimum salary for Grade II provided that the Division Head, after the necessary review, has certified:
 - (a) that work appropriate to Grade II is available; and
 - (b) that the officer concerned is suitable to be allotted to such work and the appropriate Division Head approves the progression of the said officer to Grade II. The review shall be made by the Division Head in the case of every officer at or prior to the completion of twelve months' service on the maximum rate prescribed for Grade I.
- (ii) After twelve months service on the maximum salary prescribed for Grade II an officer shall be eligible to be considered for progression to Grade III. Upon such occurrence the appropriate Division Head shall review the quality of work being performed or the quality of work which is available to be assigned to the officer.

If the appropriate Division Head is satisfied -

- (a) that work appropriate to Grade III is required to be performed;
 - (b) that the officer concerned is suitable to be allotted to such work; and
 - (c) that officer's performance of the duties warrants such progression,

the appropriate Division Head may approve of the progression to Grade III from the anniversary of the attainment of the maximum salary prescribed for Grade II if the officer satisfied the requirements of this subclause at that date or from such date that the conditions of these requirements are satisfied.
- (iii) Promotion beyond Grade III shall be subject to the occurrence of a vacancy.

6. Calculation of Service

In calculating years of service for the purpose of this award the following periods shall not be taken into account:

- (i) any period in respect of which an increment is refused under Part 3, Conditions of Service, clause 16 of the Public Sector Employment and Management (General) Regulation 1996;
- (ii) any leave of absence without pay exceeding five days in any incremental year;
- (iii) any period necessary to give full effect to a reduction in salary imposed by the Director-General, Department of Premier and Cabinet by virtue of section 57, section 48 or section 62 of the *Public Sector Employment and Management Act 2002*.

7. Anti Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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

8. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the officer until the matter is referred to the Division Head.

- (vi) The Division Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (vii) If the matter remains unresolved, the Division Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A officer, at any stage, may request to be represented by the Association.
- (ix) The officer or the Association on their behalf, or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, division and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

9. Area, Incidence and Duration

- (i) This award shall apply to Legal Officers in Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office.
- (ii) The Officers regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009*, the *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on and from 27 March 2012.
- (iv) Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G.245) have been incorporated into this award as part of the review.
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Effective from the first pay period commencing on or after 1 July 2011

Grade I	Amount (per annum) \$
1st year of service	55,940
2nd year of service	58,060
3rd year of service	59,705
4th year of service	61,505
5th year of service	63,959

Grade II	
1st year of service	69,227
2nd year of service	72,702
3rd year of service	76,961
4th year of service	80,902
5th year of service	84,129
Grade III	
1st year of service	88,660
2nd year of service	91,303
3rd year of service	94,826
Grade IV	
1st year of service	101,594
2nd year of service	103,550
Grade V	
1st year of service	108,892
2nd year of service	111,025
Grade VI	
1st year of service	116,974
2nd year of service	119,439

C.G. STAFF J

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(1131)

SERIAL C7823

CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS) REVIEWED AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 133 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Anti-Discrimination
4.	Marking Rates - Base Rates
5.	Marking Rates (Written)
6.	Examining Rates (Practical)
7.	Meal Allowance
8.	Travel and Living Allowance
9.	Family Leave Provisions
10.	Advisers
11.	Minimum Payment
12.	Superannuation
13.	Salary Sacrifice to Superannuation
14.	No Further Claims
15.	Hours of Work
16.	Conditions of Examining and Marking
17.	Examination Procedures
18.	Recruitment of Examiners and Assessors
19.	Performance Development
20.	System Improvements
21.	Dispute Resolution Procedures
22.	Duties as Directed
23.	Occupational Health and Safety
24.	Termination of Services
25.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Base Rates

Table 2 - Allowances for Advisers

Table 3 - Other Rates and Allowances

2. Dictionary

- 2.1 "Advisers" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.2 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.3 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.4 "Chief Executive" means the Department Head of the Office of the Board of Studies, New South Wales who holds corporate governance responsibilities for the AMEB (NSW) under the Public Sector Employment and Management Act 2002 and the Public Finance and Audit Act 1983, and other relevant legislation and regulations.
- 2.5 "Employees" means Advisers, Assessors and Examiners employed by the Office of the Board of Studies.
- 2.6 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 2.7 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.8 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.9 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the New South Wales Independent Education Union.
- 2.10 "State Manager" means the State Manager, AMEB (NSW), employed under the Public Sector Employment and Management Act 2002 by the Office of the Board of Studies, New South Wales and accountable to the Chief Executive of the Office of the Board of Studies, New South Wales for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.11 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Marking Rates - Base Rates

- 4.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.
- 4.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen assessment preliminary to grade 2 (Theory, Musicianship and Music Craft) to be automatically marked by computer from 2010. During the transition from paper based to online examinations, paper based examinations will continue to be marked by assessors and remunerated in accordance with clause 5.1.

5. Marking Rates (Written)

- 5.1 The rate for the marking of written examination papers by assessors shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates, divided by the number of papers to be marked in one hour for each subject and grade, as set out below:

Examination and grade theory	No. of papers per hour	Examination and grade musicianship	No. of papers per hour	Speech and drama	No. of papers per hour
1	15	1	15	4	3
2	14	2	14	5	3
3	10	3	10	6	2
4	8	4	7	7	1.5
5	6	5	7		
6	5	6	6		
7	3	7	3		
		8	3		

6. Examining Rates (Practical)

- 6.1 The rate for practical examining for examiners shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

7. Meal Allowance

- 7.1 Meal allowances are payable to examiners and shall be adjusted according to movements in the applicable meal allowance rates as contained in Division 3, Meals - Generally, of the Public Sector Employment and Management Regulation 2009 and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its successor.

8. Travel and Living Allowance

- 8.1 An allowance as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates, is payable in respect of travel within the metropolitan area to the AMEB (NSW) examination headquarters. This allowance is not payable more than once in relation to any given day.
- The travel allowance is based on, and shall be adjusted by movements in, the Industrial Authority's Allowances Rates for motor vehicles whose engine capacity exceeds 1,600 cc applied to an average 40 km.
- 8.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:
- 8.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or
- 8.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or
- 8.2.3 the rate pursuant to subclause 8.1 of this clause.
- 8.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined from time to time by the Industrial Authority pursuant to its powers under the Public Sector Employment and Management Act 2002 or the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its successor.
- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance at the applicable rate contained in the Public Sector Employment and Management Regulation 2009 or the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its successor.

9. Family Leave Provisions

- 9.1 The Chief Executive must not fail to re-engage an Employee because:

9.1.1 The Employee or Employee's spouse is pregnant; or

9.1.2 The Employee is or has been immediately absent on parental leave

The rights of an employer in relation to engagement and re-engagement of Employees are not affected, other than in accordance with this clause.

- 9.2 Personal Carers entitlement for Employees

9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in (9.3), and the notice requirements set out in (9.4).

9.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

9.2.2 The Chief Executive and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

9.2.3 The Chief Executive must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

9.3 The Employee, shall if required:

9.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

9.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

In normal circumstances, an Employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

9.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

9.5 Bereavement entitlements for Employees

9.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

9.5.2 The Chief Executive and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

9.5.3 The Chief Executive must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

9.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

10. Advisers

10.1 Advisers shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Advisers are responsible for:

10.1.1 syllabus development and interpretation;

10.1.2 examination practice and procedures;

10.1.3 professional issues relating to the training, development and conduct of examiners and assessors;

10.1.4 other duties as directed by the State Manager.

10.2 Advisers shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Advisers of Part B, Monetary Rates.

11. Minimum Payment

11.1 No examiner scheduled to conduct examinations on any day shall be paid for less than three hours, calculated in accordance with this award, from the time examining commences.

12. Superannuation

12.1 All examiners, assessors and advisers shall be entitled to occupational superannuation at the applicable SGC rate for all payments pursuant to clauses 4, Marking Rates - Base Rates, 5, Marking Rates (Written), and 6, Examining Rates (Practical).

13. Salary Sacrifice to Superannuation

13.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 4, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. 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.

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

13.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

13.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be

calculated by reference to the salary which would have applied to the employee under the said clause 4 in the absence of any salary sacrifice to superannuation made under this award.

- 13.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 13.3.1 paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - 13.3.2 subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4 Where an employee makes an election in terms of subclause 13.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 13.5 Where the employee is a member of a superannuation scheme established under:
- 13.5.1 the *Police Regulation (Superannuation) Act 1906*;
 - 13.5.2 the *Superannuation Act 1916*;
 - 13.5.3 the *State Authorities Superannuation Act 1987*;
 - 13.5.4 the *State Authorities Non-contributory Superannuation Act 1987*; or
 - 13.5.5 the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 13.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 13.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 4 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

14. No Further Claims

- 14.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2011 in relation to matters expressly contained in this award.

15. Hours of Work

- 15.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 15.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00 p.m.
- 15.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked.

- 15.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the Public Sector Employment and Management Act 2002.
- 15.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.
- 15.6 With the exception of the home to the first scheduled examining venue and the return home from the final examining venue travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

16. Conditions of Examining and Marking

- 16.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 16.2 The State Manager shall ensure that all examination centres have adequate facilities and that all occupational health and safety requirements are met. Where facilities are identified as inadequate, examiners are to assist by reporting to the State Manager to ensure remedial action can be initiated.
- 16.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

17. Examination Procedures

- 17.1 The examination procedures shall be in accordance with the Handbook for Examiners, issued annually by the AMEB (NSW), after consultation between the parties.

18. Recruitment of Examiners and Assessors

- 18.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:
- 18.1.1 relevant music and/or speech and drama qualifications;
 - 18.1.2 developed skills in teaching and performance;
 - 18.1.3 excellent interpersonal skills;
 - 18.1.4 communications skills and ability to articulate concepts clearly;
 - 18.1.5 constructive, supportive and analytical report writing skills;
 - 18.1.6 sound understanding of the stylistic elements essential to performance;
 - 18.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
 - 18.1.8 demonstrate a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 18.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

19. Performance Development

- 19.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:

- 19.1.1 ensure that advisers and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
 - 19.1.2 provide work reports to examiners and assessors who need these for employment purposes;
 - 19.1.3 assist examiners and assessors whose performance is causing concern.
- 19.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 19.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

20. System Improvements

- 20.1 The AMEB (NSW) acknowledges its continuing obligation to:
- (a) provide appropriate training to assist examiners in dealing with teachers, parents and candidates and in preparing examination reports;
 - (b) ensure teachers, parents and candidates are aware of the appropriate avenues of securing feedback from examiners on candidate performance.
- 20.2 Implementation of Revised Procedures - The parties agree to consult and co-operate in the development and implementation of operational and examination and assessment procedures.

21. Dispute Resolution Procedures

- 21.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
- 21.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
 - 21.1.2 If the dispute is not resolved at this level, the matter shall be referred to the Chief Executive, Office of the Board of Studies, or nominee, to enable discussions at this level with the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
 - 21.1.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

22. Duties as Directed

- 22.1 The State Manager or delegate may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties do not promote deskilling.
- 22.2 Any directions issued by the State Manager pursuant to subclause 22.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

23. Work Health and Safety

23.1 For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer's own employees.

23.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employers premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

23.3 Nothing in this clause 23 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

23.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

23.5 This clause operates from 21 March 2006.

24. Termination of Services

24.1 Any examiner is entitled to two weeks' notice of termination of scheduled services, or payment for the hours scheduled as an examiner, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work, or voluntary withdrawal by the examiner.

25. Area, Incidence and Duration

25.1 This award covers all persons employed by the Office of the Board of Studies as AMEB (NSW) Examiners, Assessors and Advisers.

- 25.2 This award variation varies, on and from 20 March 2012, the Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award published 31 July 2009 (368 I.G. 745) and all variations thereof following a review under section 19 of the Industrial Relations Act 1996.
- 25.3 This award shall take effect on and from 1 January 2009 with a nominal term until and including 31 December 2011.

PART B
MONETARY RATES

Table 1

	Amount Per Hour \$
Base Rate on and from 1 January 2009	65.35
Base Rate on and from 1 January 2010	67.83
Base Rate on and from 1 January 2011	70.41
Base Rate on and from 1 January 2012	72.17

Table 2 - Allowances for Advisers

Advisers per annum allowance	4.4% On and from 1/1/09 \$	3.8% On and from 1/1/10 \$	3.8% On and from 1/1/11 \$	2.5% On and from 1/1/12 \$
Level 1: candidature 0 to 100	772	801	831	852
Level 2: candidature 101 to 3,000	1,546	1,605	1,666	1,708
Level 3: candidature 3,001 to 15,000	2,319	2,407	2,498	2,560
Level 4: candidature Over 15,001	3,089	3,206	3,328	3,411

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$	On and from 1/1/12 \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	11.32	11.84
2	8.2	Travel allowance per km outside metropolitan area: -Up to 8,000 km per annum -Over 8,000 km per annum	0.6900 0.2760	0.74 0.296

C.G. STAFF J

CROWN EMPLOYEES (DEPARTMENT OF FINANCE AND SERVICES) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 156 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Classifications and Salaries
5.	Leave Loading included in Salary
6.	Savings of Rights
7.	Conditions of Employment
8.	Assistance with Public Transport
9.	Private Use of Business Vehicles
10.	Career Development
11.	Child Care
12.	Tailored Benefits for Relocation
13.	Grievance and Dispute Settling Procedures
14.	Consultative Arrangements
15.	Anti-Discrimination
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Classification and Salary Schedules

1. Title

This award shall be known as the Crown Employees (Department of Finance and Services) Award 2012.

2. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*.

"Department" means the NSW Department of Finance and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.

"Director-General" means the chief executive officer of the NSW Department of Finance and Services.

"DPE" means the Director of Public Employment as established under the *Public Sector Employment and Management Act 2002*.

Salaried staff", "staff member", "staff" and "employee" mean people employed in the Department of Commerce who are paid by salary. These terms exclude those employed in the Senior Executive Service and Ministerial (Wages) Staff.

"Salary" excludes the employer's contribution to superannuation. Salary may take the form of a salary package including non-monetary compensation.

"Salary Point" means a salary nominated within a grade or level.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) or the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) having regard to their respective coverage.

3. Parties to the Award

The parties to this award are the Director of Public Employment, the Department of Finance and Services, the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

4. Classifications and Salaries

- (1) The classifications and salary rates are set out in Table 1 of Part B, Monetary Rates of this award.
- (2) The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

5. Leave Loading Included in Salary

In accordance with the arrangement commencing 1 December 1995 in the former Department of Public Works and Services, the salary rates in this award include an additional 1.35% payment in lieu of a recreation leave loading.

6. Saving of Rights

At the time of making of this award, no staff member covered by this award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award. This clause is not intended to give rise to further claim.

7. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009*, the *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.

8. Assistance With Public Transport

The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for staff members who require them.

Staff members will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

9. Private Use of Business Vehicles

Staff members, subject to availability of motor vehicles and Management approval, may use departmental vehicles for private purposes. Such staff members can negotiate to include private use of a vehicle in a salary package.

Private use of vehicles is determined by business need, not remuneration level, and all vehicles must be fully available for business use during normal working hours.

Salary packaging is not compulsory and vehicles remain the property of the Department of Commerce. Costs and payments are to be the same as those applying to the Senior Executive Service, as applied from time to time.

The arrangements set out in this clause do not promote, or allow, casual and short-term use of departmental vehicles for private use.

10. Career Development

The Department is committed to the ongoing learning and development of its staff members. Staff members shall be provided with equitable opportunities for career and professional development.

It is recognised that training and development shall not be limited to internal and external training courses and may include staff member exchange programs, secondments, attendance at conferences, seminars or short-term study courses which have been approved by the Department and permission granted for the staff members to attend. The Department will continue to meet the cost of such training and development initiatives.

The Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 provisions for Study Assistance and Staff Development and Training Activities will apply to staff members with the following additional provisions:

The Department will make reasonable contributions towards compulsory fees (tuition fees or course changes, other than the Higher Education Contribution Surcharge), where the Deputy Director Generals, Divisional Directors or Group General Managers approve payments because they are justified by the relevance of studies to the current and future skills requirements of the Department.

Study leave will be granted for post-graduate studies directly related to the Department's core business, at the discretion of the Director-General.

11. Child Care

The Department will continue to sponsor child care places in the Family Day Care Scheme throughout New South Wales. Family Day Care provides small group care in a family environment and caters for children aged up to 12.

12. Tailored Benefits for Relocation

- (1) A package will provide tailored benefits for staff required to relocate. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Employees Compensation) Award.
- (2) A package of variable, individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff required to relocate their residence as a consequence of promotion, transfer (for other than disciplinary reasons) or exchange to a new work location.
- (3) The scope of the package will be defined prior to time of acceptance of the new position and will include:
 - (a) Reimbursement of up to 100% of relocation expenses associated directly with the transfer or promotion
 - (b) Reimbursement of up to 100% for temporary accommodation and/or excess rental costs up to a period of 6 months

- (c) Payment of a relocation allowance of up to \$5,000.00 (dependent on individual circumstances) to compensate for items not directly recoverable.
- (4) These provisions are available to all staff, subject to negotiation and approval on an individual basis.

13. Grievance and Dispute Handling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director-General or delegate.
- (4) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Director-General.
- (6) The Director-General may refer the matter to the DPE for consideration.
- (7) If the matter remains unresolved, the Director-General shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (8) A staff member, at any stage, may request to be represented by their Union.
- (9) The staff member or the Union on their behalf, or the Director-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (10) The staff member, Union, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

14. Consultative Arrangements

The Consultative Arrangements for the Department are governed by the Consultative Committee Terms of Reference and Memorandum of Understanding.

15. Anti-Discrimination

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

16. Area, Incidence and Duration

- (1) This award applies to staff of the Department of Finance and Services in the classifications listed in Table 1 of Part B, Monetary Rates excluding staff employed in NSW Fair Trading, NSW Industrial Relations, Lands and Property Information, Office of State Revenue, Land and Housing Corporation, Waste Assets Management Corporation and State Property Authority.
- (2) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales of 28 April 1999 (310 I.G 359) take effect on and from 4 April 2012.
- (3) Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G. 149) have been incorporated into this award as part of the review.

PART B**MONETARY RATES****Table 1 - Classification and Salary Schedules**

Salary Rates effective from the beginning of the first pay period to commence on or after 1 July 2011.

PROFESSIONAL STAFF

Grade	Year	Per Annum \$
General Scale	1	31,622
General Scale	HSC 19 yrs	35,830
General Scale	2 or age 20	38,244
General Scale	3 or age 21	41,217
General Scale	4	42,345
General Scale	5	44,131
General Scale	6	44,935
General Scale	7	46,052
General Scale	8	47,754
General Scale	9	49,486
General Scale	10	51,308
General Scale	11	52,818
General Scale	12	54,135
General Scale	13	55,726
1	1	56,266
	2	59,408
	3	63,672
	4	68,186
	5	72,230
2	1	76,588
	2	79,538
	3	82,007
	4	84,396
3	1	88,904
	2	91,664
	3	95,156
	4	98,067
4	1	102,984
	2	106,002
	3	108,116

SENIOR PROFESSIONAL STAFF

Level	Year	Per annum \$
Senior 1	1	112,545
	2	114,762
Senior 2	1	117,305
	2	119,823
Senior 3	1	122,434
	2	123,801

PROJECT STAFF

Grade	Year	Per annum \$
1	1	66,797
	2	68,189
2	1	72,269
	2	74,352
3	1	76,643
	2	78,927
4	1	81,211

SENIOR MANAGEMENT

Grade	Year	Per annum \$
1	1	134,214
	2	140,980
2	1	147,739
	2	154,507

DFS STAFF

Grade	Year	Per annum \$
General Scale	1	31,622
General Scale	HSC 19 yrs	35,830
General Scale	2 or age 20	38,244
General Scale	3 or age 21	41,217
General Scale	4	42,345
General Scale	5	44,131
General Scale	6	44,935
General Scale	7	46,052
General Scale	8	47,754
General Scale	9	49,486
General Scale	10	51,308
* Personal		52,818

Grade	Year	Per annum
1	1	54,135
	2	55,726
2	1	57,286
	2	58,852
3	1	60,524
	2	62,350
4	1	64,297
	2	66,269
5	1	71,446
	2	73,704
6	1	76,588
	2	78,830
7	1	81,197
	2	83,626
8	1	87,103
	2	89,878

9	1	92,554
	2	95,156
10	1	99,046
	2	101,992
11	1	107,049
	2	111,588
12	1	118,577
	2	123,801

TECHNICAL STAFF (A)

Grade	Year	Per annum \$
General Scale	1 or 16 yrs	26,217
General Scale	2 or 17 yrs	29,750
General Scale	3 or 18 yrs	31,622
General Scale	4 or 20 yrs	35,830
General Scale	5 or 21 yrs	38,244
General Scale	6	41,217
General Scale	7	42,345
General Scale	8	44,131
General Scale	9	44,935
General Scale	10	46,052
General Scale	11	47,754
General Scale	12	49,486
General Scale	13	51,308
General Scale	14	52,818
I	1	55,164
	2	56,713
	3	58,277
	4	59,408
	5	61,158
II	1	64,297
	2	65,601
	3	66,760
	4	68,186
III	1	72,849

SENIOR TECHNICAL (A)

Grade	Year	Per annum \$
Senior I	1	71,446
	2	72,849
	3	75,092
Senior II	1	77,329
	2	79,538
Senior III	1	82,818

SENIOR OFFICER

Grade	Year	Per annum \$
1	1	138,289
	2	148,884

2	1	151,375
	2	161,932
3	1	167,297
	2	183,483

C. G. STAFF *J.*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT
OF ATTORNEY GENERAL AND JUSTICE - CORRECTIVE
SERVICES NSW) REVIEWED AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 89 of 2012)

Before The Honourable Mr Justice Staff

14 March 2012

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Conditions Fixed by other Instruments of Employment |
| 4. | Qualifications |
| 5. | Salaries |
| 6. | Salary Packaging Arrangements, including Salary Sacrifice to Superannuation |
| 7. | Incremental Progression and Calculation of Service |
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| 23. | Deduction of Federation Membership Fees |
| 24. | Dispute Resolution Procedures |
| 25. | Duties as Directed |
| 26. | No Further Claims |
| 27. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salaries

2. Definitions

- 2.1 "Act" means the Public Sector Employment and Management Act 2002, or any replacement Act.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within Corrective Services NSW.
- 2.3 "Division Head" means the Director-General of the Department of Attorney General and Justice
- 2.4 "Correctional Centre" means a centre administered by Corrective Services NSW to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 12 of this Award.
- 2.6 "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012 as varied from time to time, or any replacement Award.
- 2.7 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.8 "Corrective Services NSW (CSNSW) " means a division within the Department of Attorney General and Justice.
- 2.9 "Employee" means a member of staff as defined under section 3 of the Act.
- 2.10 "Federation" means the New South Wales Teachers Federation.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the Public Service Commission, or any replacement publication.
- 2.12 "Regulation" means the Public Sector Employment and Management Regulation 2009 or any replacement Regulation.
- 2.13 "Senior Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.14 "Shift Worker" is a staff member who works outside the ordinary working hours of a Day Worker as defined in clause 3 of the Conditions Award.
- 2.15 "Teacher" means an employee appointed as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 13 of this Award. A permanent part-time Teacher means a Teacher who is appointed under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.16 "Through care" means the philosophy and practice of CSNSW by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

3. Conditions Fixed By Other Instruments of Employment

- 3.1 The following Awards as varied from time to time, or any replacement Awards, in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply :
- 3.1.1 Crown Employees (Public Service Conditions of Employment) Award 2009

- 3.1.2 Crown Employees (Transferred Employees Compensation) Award 2009.
- 3.2 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply except where modified by this Award.
- 3.3 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1 and 3.2 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Division Head or delegate and where detailed in clause 16 Qualifications Upgrade or clause 17 Recruitment - Exceptional Circumstances of this Award.
- 4.2 Teachers - shall hold a:
- 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- together with relevant related employment experience, as approved by the Division Head or delegate.
- 4.3 Correctional Education Officers - shall hold a:
- 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- together with relevant related employment experience, as approved by the Division Head or delegate.
- 4.4 Senior Correctional Education Officers - shall hold a:
- 4.4.1 Bachelors degree in Education from a recognised university; or
- 4.4.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education;
- together with experience in adult education, as approved by the Division Head or delegate.

5. Salaries

- 5.1 Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers are set out at Part B Monetary Rates Table 1 of this Award .
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.

- 5.3 Commencing salaries for all employees to a position under this Award shall be consistent with the relevant provisions of the Personnel Handbook.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
- 6.1.1 permanent full-time and part-time employees;
 - 6.1.2 temporary employees, subject to CSNSW's convenience; and
 - 6.1.3 casual employees, subject to CSNSW's convenience, and limited to salary sacrifice to superannuation in accordance with sub clause 6.7.
- 6.2 For the purposes of this clause:
- 6.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5. Salaries and Part B - Monetary Rates Table 1 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 6.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Director-General of the Department of Premier and Cabinet, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 6.3.1 a benefit or benefits selected from those approved by the Director-General of the Department of Premier and Cabinet; and
 - 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Director-General of the Department of Premier and Cabinet for the benefit provided to or in respect of the employee in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with sub clause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Director-General of the Department of Premier and Cabinet at the time of signing the Salary Packaging Agreement.
- 6.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - 6.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 6.7.3 subject to CSNSW's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, CSNSW shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 Police Regulation (Superannuation) Act 1906;
 - 6.9.2 Superannuation Act 1916;
 - 6.9.3 State Authorities Superannuation Act 1987; or
 - 6.9.4 State Authorities Non-contributory Superannuation Act 1987,
- CSNSW must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub clause 6.9 of this clause, CSNSW must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by CSNSW may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Salaries and or Part B - Monetary Rates, Table 1 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12. The Director-General of the Department of Premier and Cabinet may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13. The Director-General of the Department of Premier and Cabinet will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

7. Incremental Progression and Calculation of Service

- 7.1 Incremental progression and calculation of service shall be determined in accordance with the chapter dealing with Managing the Workplace of the Personnel Handbook, except where varied by clause 16 Qualifications Upgrade and/or clause 17 Recruitment - Exceptional Circumstances of this Award.

8. Working Hours

- 8.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.
- 8.2 An employee shall not be directed to work longer than five continuous hours without a meal break.
- 8.3 Senior Correctional Education Officers and Correctional Education Officers

- 8.3.1 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flexleave per flex period and five days banked hours.
- 8.3.2 The bandwidth shall be 7.30am - 9.00pm.
- 8.3.3 The core time shall be 10.00am - 3.00pm.
- 8.3.4 Flexible working hours including the taking of flexleave and banked hours shall remain at CSNSW's discretion, to be negotiated at the local level provided that the delivery of teaching programs is maintained.
- 8.4 Teachers
- 8.4.1 The standard attendance hours of full time Teachers shall be 35 hours per week, Monday to Friday inclusive, in recognition of the particular environment in CSNSW.
- 8.4.2 The daily span of working hours in correctional centres for Teachers shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 8.4.3 Teachers classified as Day Workers, who are directed to perform direct teaching activities between:
- (i) 5.30pm and 9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
 - (ii) 7.30am and 9.00pm Saturday and who are required to teach two separate sessions during these hours;
- shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.
- 8.4.4 Teachers shall not be entitled to flextime arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.
- 8.4.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of CSNSW are met at all times. This will facilitate flexible start and finish times for Teachers.

9. Shift Work

- 9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are classified as Shift Workers shall be paid a shift allowance of 15 per cent where rostered to work Monday to Friday outside the ordinary working hours of a Day Worker.
- 9.2 Shift workers who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:
- 9.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.
- 9.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.
- 9.2.3 When rostered off on a public holiday - an additional day's pay.

9.2.4 For ordinary rostered time worked on a public holiday - additional payment at the rate of time and a half extra.

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

9.2.6 Additional leave on the following basis:

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

Additional Leave

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

10. Recreation Leave

10.1 Recreation leave for Day Workers shall be granted and administered as follows:

10.1.1 in accordance with the provisions of the Regulation, the Conditions Award and the Personnel Handbook.

10.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Conditions Award.

11. Non Attendance Time

11.1 Correctional Education Officers

11.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 12.4, all Correctional Education Officers shall receive 10 working days non attendance time.

11.2 Teachers

11.2.1 In return for the hours as described in clause 13 of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.

11.2.2 Where a Teacher commences or ceases employment part way through a calendar year, the entitlement to non attendance time shall be calculated on a pro rata basis.

11.2.3 The pro rata calculation mentioned in sub clause 11.2.2 shall be as negotiated and agreed between CSNSW and Federation.

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

11.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at CSNSW's convenience.

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

11.5 For Correctional Education Officers and Teachers, may be required to attend some staff development activities during Non Attendance Time.

- 11.6 An annual calendar detailing the dates for non attendance time to be taken shall be developed by the Senior Correctional Education Officer in consultation with senior management of the Correctional Centre and education employees, for approval by the Division Head or delegate.

12. Duties of Correctional Education Officers

- 12.1 Subject to sub clauses 12.2 and 12.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:

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

12.1.2 Duties related to teaching and through care initiatives as specified at sub clause 12.4, will be undertaken for the balance of hours consistent with the provisions of CSNSW’s Flexible Working Hours Agreement, or any replacement Agreement, with the ordinary hours of duty for the week being 35 hours.

- 12.2 To accommodate the educational delivery needs of a correctional centre, the direct teaching activities may be varied by plus or minus 5 hours in any one week.

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

12.3.1 Duties related to teaching/through care initiatives as provided by sub clause 12.4 shall be substituted for direct teaching activities; and

12.3.2 Non attendance time as provided for in clause 11 of this Award, shall continue to apply as if direct teaching activities were being undertaken.

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

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/Through Care Initiatives
Face-to-face teaching in any environment or setting, including but not limited to: - classrooms - workshops - industry - in the field Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties.	Duties related to teaching, including but not limited to: -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management meetings -attendance at moderation meetings -participation in case planning and case management activities -leading approved staff development activities -engaging in approved staff development activities research
workplace training & assessment including Core Skills Assessment	-recognition of prior learning processes -selection and purchase of resources

	<ul style="list-style-type: none"> -maintenance of inmate libraries in liaison with the Manager Library Services -course, curriculum and materials development and review -course co-ordination as specified in curriculum documents -end of course evaluation -entering student data on DCS systems <p>Duties related to facilitation of CSNSW's through care initiatives linking internal and external stakeholders, including but not limited to:</p> <ul style="list-style-type: none"> -industry and community liaison and promotion -co-ordination of traineeships and workplace training programs -workplace consultancy and advisory services -work placement co-ordination, supervision and pre and post release planning -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW's Education Profile Interviews) -review of education plans
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12.5 The specific range of duties as described in the table at sub clause 12.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

13. Duties of Teachers

13.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 13.2 of this Award.

13.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
Face-to-face teaching in any environment or setting, including but not limited to: <ul style="list-style-type: none"> -classrooms -workshops -industry -in the field Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling.	Duties related to teaching, including but not limited to: <ul style="list-style-type: none"> -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management team meetings -attendance at moderation meetings -participation in case planning and case management activities

Tutorial support for distance education enrolments and individual learners with difficulties.	-course, curriculum and materials development and review -development of learning materials
Workplace training & assessment including Core Skills Assessment.	-research -recognition of prior learning processes -engaging in approved staff development activities -leading approved staff development activities -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW's Education Profile Interviews) -review of education plans -end of course evaluation -entering student data on DCS systems

- 13.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 13.4 The specific range of duties as described in the table at sub clause 13.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 13.5 From time to time a Teacher's Direct Teaching Activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:
- 13.5.1 There may be occasions where teaching hours previously lost may be made up during the following six week period, and
- 13.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week such that the number of teaching hours taught by that Teacher shall not exceed 6 hours in any one day and 25 hours in any one week.
- 13.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace the hours usually spent on Duties Related to Teaching.

14. Leave Entitlements

- 14.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Act, the Regulation, the Conditions Award and the Personnel Handbook.
- 14.2 Extended leave entitlements shall be granted and administered to employees in accordance with Schedule 3 of the Act and the Personnel Handbook.

15. Part-Time Work

- 15.1 CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.
- 15.2 Part-time arrangements must be acceptable to both CSNSW and the employee and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995, or any replacement Policy and/or Guidelines, including the requirement that entitlements are generally on a pro-rata basis.

16. Qualifications Upgrade

- 16.1 Sub clauses 16.2 - 16.6 apply only to those persons:
- 16.1.1 Who commenced employment as Teachers during the nominal term of the Crown Employees (Education Employees, Department of Corrective Services) Consent Award 2002 published 4 April 2003 (339 IG 1); and
 - 16.1.2 Who have already been offered the opportunity to gain qualifications whilst on probation as part of the process associated with the conversion of Contract Teachers to permanent full-time and part-time Teachers.
- 16.2 Teachers who have not commenced or completed the agreed course of study shall not have their appointment confirmed.
- 16.3 Teachers who have not commenced or completed their agreed course of study within the agreed and acceptable timeframe shall have their circumstances reviewed by the Division Head or delegate and a representative of Federation. Where:
- 16.3.1 Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Division Head or delegate);
 - 16.3.2 No special circumstances exist, the Teacher's appointment shall be annulled.
- 16.4 Once the required qualifications are gained the Teacher's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained including years of relevant experience and adjusted at the date at which those qualifications were attained.
- 16.5 The Teacher shall remain on step one and shall not progress until evidence that the qualification has been completed is provided to CSNSW.
- 16.6 CSNSW shall continue to contribute an amount to be determined towards the cost of gaining the qualification. Eligibility is limited to those employees whom CSNSW has already agreed to reimburse the cost of gaining such qualifications.

17. Recruitment - Exceptional Circumstances

- 17.1 In exceptional circumstances only, applicants for newly advertised Teacher positions who do not possess the required teaching qualifications shall not be excluded from the selection process (subject to sub clause 17.2 being met), and may be appointed on probation subject to the provisions of clause 16 Qualifications Upgrade, sub clauses 16.2 - 16.5 of this Award. The applicant must hold qualifications in the core subject area of the advertised Teacher position.
- 17.2 Exceptional circumstances shall be advertised as such and shall be limited to positions in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for teaching qualifications. This may include applicants who have already commenced a course of study or have extensive employment related experience.
- 17.3 The decision as to whether an exceptional circumstance exists rests with the Division Head or delegate following consultation with local management..
- 17.4 The provisions of sub clause 16.6 of this Award do not apply to employees selected as a result of exceptional circumstances.

18. Professional Development

- 18.1 CSNSW is committed to the development of highly skilled, motivated and professional employees.
- 18.2 Access to professional development opportunities shall be based on the:
- 18.2.1 CSNSW's needs; and
 - 18.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Division Head or delegate.
- 18.3 Subject to sub clause 18.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:
- 18.3.1 Access to relevant courses provided by the Corrective Services Academy; and
 - 18.3.2 Provision for study assistance as described in the Personnel Handbook; and
 - 18.3.3 Access to retraining across disciplines in accordance with the needs of CSNSW to facilitate multi-skilling and career path development.
- 18.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

19. Education Quality

- 19.1 In line with CSNSW's commitment to reducing re-offending, AEVTI is committed to providing adult education and vocational training programs to inmates and to identified disadvantaged groups within the inmate population.
- 19.2 AEVTI is committed to maintaining its status as a Registered Training Organisation by complying with appropriate Vocational Education Training Accreditation Board requirements including Australian Quality Training Framework Standards.
- 19.3 The provision of educational programs shall be in the form of nationally accredited curricula and delivery and assessment equivalent to that available in the community. Standards of delivery and assessment will be maintained by the employment of professional educators .
- 19.4 Education programs aim to contribute to the good order of correctional centres and to the overall well being of inmates.
- 19.5 Education programs aim to assist inmates to develop knowledge, skills and aptitudes to improve their prospects for post release reintegration into the wider community.
- 19.6 These programs will include classroom subjects, vocational education, creative and cultural activities, social education and library facilities.

20. Consultation

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

21. Anti-Discrimination

- 21.1 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.
- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 21.4 Nothing in this clause is to be taken to affect:
- 21.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 21.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 21.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 21.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 21.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 21.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:
- "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

22. Harassment Free Workplace

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

23. Deduction of Federation Membership Fees

- 23.1 The Federation shall provide CSNSW with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 23.2 The Federation shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to CSNSW at least four weeks in advance of the variation taking effect.
- 23.3 Subject to sub clauses 23.1 and 23.2 above, CSNSW shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised CSNSW to make such deductions.
- 23.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.
- 23.5 Unless other arrangements are agreed to by CSNSW and Federation, all membership fees shall be deducted on a fortnightly basis.
- 23.6 Where an employee has already authorised the deduction of membership fees from his/her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

24. Dispute Resolution Procedures

- 24.1 Subject to the provisions of the Industrial Relations Act 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 24.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 24.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 24.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate officer of CSNSW with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 24.1.4 Where the procedures in sub clause 24.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Division Head or delegate and the General Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 24.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 24.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an occupational health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

25. Duties as Directed

- 25.1 CSNSW may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.
- 25.2 CSNSW may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

26. No Further Claims

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

27. Area, Incidence and Duration

- 28.1 This Award shall apply to all employees as defined in clause 2, Definitions of this Award.
- 28.2 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Education Employees Department of Corrective Services) Award 2009 published 28 August 2009 (368 I.G. 1372) and all variations thereof.
- 28.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect from 14 March 2012.
- 28.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

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

	3.8% from the first pay period commencing on or after 1 January 2011 \$	2.5% from the first pay period commencing on or after 1 January 2012 \$
Teacher and Correctional Education Officer		
Step 1	72,002	73,802
Step 2	74,033	75,884
Step 3	76,924	78,847
Step 4	80,717	82,735
SCEO		
Step 1	91,706	93,999
Step 2	94,540	96,904

C.G. STAFF J

CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL 2012) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 209 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

REVIEWED AWARD

PART A

1. Arrangement

Clause No. Subject Matter

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SECTION 2 - ATTENDANCE/HOURS OF WORK

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SECTION 6 - TRAINING/PROFESSIONAL DEVELOPMENT

- 30. Study Leave
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- 34. Overtime
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SECTION 8 - MISCELLANEOUS

- 36. Job Sharing
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- 45. Savings of Rights
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PART B

MONETARY RATES

Table 1 - Salaries

2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal) Award.

3. Definitions

- 3.1 "Act" means the *Independent Pricing and Regulatory Tribunal Act 1992*.
- 3.2 "At the convenience of" means the operational requirements to permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 3.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

- 3.4 "Chief Executive Officer" means the Chief Executive Officer of the Independent Pricing and Regulatory Tribunal who has been delegated particular power(s) under the Act.
- 3.5 "Contract Executive" is a person employed in a position by the Tribunal under section 8 (2) of the Act whose terms and conditions of employment are governed by an employment contract.
- 3.6 "Contractor/Consultant" is a person or company engaged by the Tribunal under section 9 (4) of the Act to assist it in the exercise of its functions.
- 3.7 Employee(s) or "Staff member(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the *Independent Pricing and Regulatory Tribunal Act 1992*, excluding contract executives.
- 3.8 "Employer" or "Tribunal" means the Independent Pricing and Regulatory Tribunal.
- 3.9 "JCC" means the Tribunal's Joint Consultative Committee established by this award.
- 3.10 "Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer.
- 3.11 "Normal work" means the method of carrying out work functions that were established practice prior to the onset of a dispute or grievance, in terms of the Grievance and Dispute Settling Procedures clause in this Award.
- 3.12 "Position" means a position, either full time or part time, at the Tribunal.
- 3.13 "Salary rates" means the ordinary time rate of pay for the staff member's grading excluding allowances and penalties not regarded as salary.
- 3.14 "Service" means continuous period of employment for salary purposes.
- 3.15 "Staff member(s)" or Employee(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the *Independent Pricing and Regulatory Tribunal Act 1992*, excluding contract executives.
- 3.16 "Supervisor" means the immediate supervisor of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor, other than a person employed as a consultant or contractor.
- 3.17 "Tribunal" or "Employer" means the Independent Pricing and Regulatory Tribunal.
- 3.18 "Workplace" means the whole organisation or, as the case may be, a branch or section of the organisation that staff members are employed in.
- 3.19 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

4. Consultative Arrangements

- 4.1 The parties to this award shall through the established Joint Consultative Committee (JCC) encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.

5. Parties

- 5.1 The parties to this award are the Tribunal and the Association.

6. Work Environment

- 6.1 Occupational Health and Safety: Through the JCC, the parties to this award shall develop appropriate strategies to achieve and maintain an accident free and healthy workplace in accordance with the *Work Health and Safety Act 2011* and Regulations.
- 6.2 Equity in Employment: Through the JCC, the parties to this award shall review existing and new work practices and policies to achieve and maintain employment equity.
- 6.3 Harassment-Free Workplace: The parties to this award shall refrain from, and not be party to, any form of harassment in the workplace.

7. Grievance and Dispute Settling Procedures

- 7.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 7.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 7.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.
- 7.4 The immediate manager (or other appropriate officer) shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 7.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable.
- 7.6 This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- 7.7 The Chief Executive Officer or the Association may refer the matter to mediation.
- 7.8 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 7.9 A staff member, at any stage, may request to be represented by their Association.
- 7.10 The staff member or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.11 The staff member, the Association and Tribunal shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 7.12 Whilst the procedures outlined in subclauses 7.1 to 7.11 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties.
- 7.13 In a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

8. Hours of Work

- 8.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 8.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 8.3 The ordinary hours of work are 35 hours per week averaged over a 12 week period.
- 8.4 The Tribunal may require a staff member to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 8.4.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- 8.4.2 any risk to staff member health and safety;
- 8.4.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- 8.4.4 the notice (if any) given by the Tribunal regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours or;
- 8.4.5 any other relevant matter.
- 8.5 IPART Officer H and I staff members shall not normally work more than ten hours in one day.
- 8.6 If IPART Officer H and I staff members work for an extended period they may take an appropriate period of time off with the Supervisor's prior approval.

8A. Lactation Breaks

- 8A.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 8A.2 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 8A.3 A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 8A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- 8A.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 8A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.

- 8A.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 8A.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 28, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 9, Flexible Work Hours of this award, where applicable.

9. Flexible Work Hours

- 9.1 This clause does not apply to IPART Officer H (year 2) and above.
- 9.2 Ordinary Hours -
- 9.2.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 9.2.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 9.2.3 The daily normal contract hours of work for staff members are seven hours a day.
- 9.3 Settlement Period -
- 9.3.1 The settlement period is 12 weeks with contract hours of 420.
- 9.4 Bandwidth -
- 9.4.1 The standard bandwidth is Monday to Friday between 7.00 a.m. and 7.00 p.m. during which time normal work can be undertaken. This time shall be counted as accrued work time.
- 9.4.2 Subject to agreement between the supervisor and a staff member(s) work undertaken outside the bandwidth is counted as accrued work time. Any work performed outside the bandwidth without prior approval of the supervisor shall not count as accrued work time.
- 9.4.3 Staff members directed to undertake work prior to 7.30 a.m. or after 6.00 p.m., are entitled to overtime.
- 9.4.4 The standard bandwidth may be varied by agreement between the appropriate supervisor and staff member to suit operational needs or to assist with care responsibilities or other needs.
- 9.5 Coretime -
- 9.5.1 Standard core time is between 9.30 a.m. and 3.30 p.m. This is the period of the working day when all staff members are required to be on duty unless on a lunch break or approved leave.
- 9.5.2 In normal circumstances, staff members commencing duty after or ceasing duty before core time, must apply for an appropriate amount of leave in quarter day increments.
- 9.5.3 In exceptional circumstances, staff members may commence work after standard core time, or cease duty before the end of coretime, provided they notify their supervisor as soon as possible.
- 9.6 Lunch and Meal Breaks -
- 9.6.1 Staff members shall be entitled to a meal break of one hour, however, a minimum meal break of 30 minutes shall be taken.
- 9.6.2 A meal break up to a maximum of two and a half hours may be taken between midday and 2.30 p.m. The supervisor's prior approval is required for a meal break in excess of one hour.

- 9.6.3 Staff members shall be required to take a meal break not more than five hours after commencing work, or before 2.00 p.m., whichever is the earlier.
- 9.7 Hours Worked -
- 9.7.1 Staff members may choose their daily starting and finishing times within the bandwidth subject to core time provisions, supervisor's approval and the availability of work.
- 9.7.2 The Chief Executive Officer or nominee may direct staff members to work seven hours on a specified day also nominating starting and finishing times within the bandwidth on that day.
- 9.7.3 Staff members shall not normally work more than ten hours per day.
- 9.8 Conditions for Flexi Leave -
- 9.8.1 Staff members must have the supervisor's approval prior to taking flexi leave. Requests for flexi leave shall not be unreasonably refused. the Tribunal shall ensure that a staff member does not constantly forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flexi leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.
- 9.8.2 The Chief Executive Officer or nominee may direct a staff member to work standard hours where the staff member is not observing work hours arrangements established under this award or any associated administrative instructions.
- 9.8.3 Where staff members give notice of resignation or retirement they, in consultation with the Supervisor, shall take all reasonable steps to eliminate additional flexi leave, credit or debit hours.
- 9.8.4 Where staff members have accumulated debit hours at the completion of the last day of service, any monies owing shall be debited accordingly by the forfeiture of annual leave. If a staff member has no annual leave to credit at the last day of service, their salary shall be adjusted accordingly.
- 9.9 Flexi Leave -
- 9.9.1 Where gainful work is available, staff members can accrue work time in excess of seven hours per day.
- 9.9.2 With the supervisor's approval staff members can take up to six days flexi leave in any settlement period either as full days, half days or combinations thereof. Flexi leave may be taken on consecutive days.
- 9.9.3 A half day flex can only be taken where three and a half hours have been worked by staff members during the bandwidth either immediately before or after the half day.
- 9.9.4 During peak periods where it is not possible to take flexi leave, staff members may carry forward credit hours worked to the next settlement period.
- 9.9.5 Staff members may carry forward up to 42 hours credit to the next settlement period. Hours in excess of this amount are forfeited.
- 9.9.6 In exceptional circumstances the 42 hour limit can be exceeded and the additional time carried forward to the next period on the condition the supervisor and staff members agree to a strategy to ensure staff members reduce their time to less than 462 hours.
- 9.9.7 Staff members may carry forward up to 14 hours debit to the next settlement period.

- 9.9.8 Any hours below 406 hours shall require the submission of an application form for recreation leave to cover the shortfall (where there is no annual leave to credit, leave without pay is to be taken).
- 9.10 Banking Hours -
- 9.10.1 Staff members may bank up to a maximum of six flexi days in each settlement period.
- 9.10.2 This maximum entitlement of six days in each settlement period is to be reduced by the number of flexi days taken during that settlement period. Any remaining credit hours may be added to the normal flexi credit.
- 9.10.3 A maximum of 12 days may be banked over four consecutive settlement periods, with a maximum balance of 12 days at any one time.
- 9.10.4 A banked day is equivalent to seven hours.
- 9.10.5 Banked days may be taken with other forms of leave including flexi leave and by agreement, can be taken in quantities ranging from one half day to 12 days.
- 9.10.6 All banked days to be taken as leave must be agreed to beforehand between supervisor and staff members.
- 9.10.7 Banked flex days shall be payable on termination. Any flex credit at the date of termination is not payable.
- 9.11 Natural Emergencies and Major Transport Disruptions -
- 9.11.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 9.11.1.1 apply to vary the working hours as provided in the flexible work hours clause of this award; and/or
- 9.11.1.2 negotiate an alternative working location with the Tribunal; and/or
- 9.11.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

10. Part Time Work

- 10.1 Staff members engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the requirements of the *Industrial Relations Act 1996*.

11. Part Year Employment

- 11.1 The Chief Executive Officer or nominee may grant staff members part-year employment by approving a number of weeks unpaid leave per year under current LWOP provisions.
- 11.2 This allows staff members to work an agreed number of weeks per year, with an agreed number of weeks unpaid leave and annual leave on a pro-rata basis.

12. Part Time Leave Without Pay

- 12.1 The Chief Executive Officer or nominee may approve part time leave without pay (LWOP) for full-time staff members for a limited period of time.

13. Salaries

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- 13.3 The salaries in Table 1 provide salary increases as follows:
- 13.3.1 2.5% from the first full pay period on or after 1 July 2011;

14. Salary Progression

- 14.1 Performance Enhancement System
- 14.1.1 Formal appraisal under the Tribunal's Performance Enhancement System (PES) shall be used to assess incremental progression to the next salary point within each level.
- 14.1.2 The salary and performance of each staff member shall normally be reviewed annually on the anniversary of the appointment to their current position.
- 14.1.3 In special circumstances, additional formal appraisals may be completed within the annual cycle.
- 14.2 Accelerated Progression: A staff member who performs exceptionally (as determined by PES appraisals) may be recommended to the Chief Executive Officer for accelerated progression through the years within the IPART Officer Levels as set out in Table 1 - Salaries of Part B, Monetary Rates.

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 15.1 The entitlement to salary package in accordance with this clause is available to:
- 15.1.1 permanent full-time and part-time employees;
- 15.1.2 temporary employees, subject to the Tribunal's convenience; and
- 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.
- 15.2 For the purposes of this clause:
- 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 15.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 15.3 By mutual agreement with the Tribunal, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 15.3.1 a benefit or benefits selected from those approved by the Tribunal; and
- 15.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Tribunal for the benefit provided to or in respect of the employee in accordance with such agreement.
- 15.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 15.5 The agreement shall be known as a Salary Packaging Agreement.
- 15.6 Except in accordance with subclause 15.8, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Tribunal at the time of signing the Salary Packaging Agreement.
- 15.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 15.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 15.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 15.7.3 subject to the Tribunal's agreement, paid into another complying superannuation fund.
- 15.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 15.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 15.9.1 *Police Regulation (Superannuation) Act 1906*;
- 15.9.2 *Superannuation Act 1916*;
- 15.9.3 *State Authorities Superannuation Act 1987*; or
- 15.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Tribunal must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 15.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 15.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 15.11 Where the employee makes an election to salary package:
- 15.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 15.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 13, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 15.12 The Tribunal may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

- 15.13 The Tribunal will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

16. Appointment and Promotion

- 16.1 The Chief Executive Officer or nominee may appoint or promote a person to any salary that is within the salary range.
- 16.2 In determining commencing salary regard shall be given to:
- 16.2.1 The person's skills, experience and qualifications;
 - 16.2.2 The salary rate required to attract the person; and
 - 16.2.3 The remuneration of existing staff members performing similar work.
- 16.3 On appointment or promotion, a staff member shall be advised of their commencing salary rate and of any salary increments to which they may have access.
- 16.4 New staff members appointed to positions at the Tribunal shall be in the first instance appointed on a probationary basis for a period up to 6 months.
- 16.5 The probation period may be varied or waived at the discretion of the Chief Executive Officer or nominee.

17. Allowances

- 17.1 Meal Allowances
- 17.1.1 The meal allowances provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.
- 17.2 Higher Duties Allowance
- 17.2.1 Staff members directed to perform the duties of a higher position for at least five (5) consecutive working days shall be paid an allowance.
 - 17.2.2 The Chief Executive Officer or nominee shall determine the amount of the allowance.
- 17.3 Travel Allowances - Conditions
- 17.3.1 The travel allowances provisions as set out in the clauses in Section 3 - Travel Arrangements of the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.
- 17.4 First Aid Allowance
- 17.4.1 The first aid allowance provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.
 - 17.4.2 Adequate first aid outfits shall be provided, maintained and placed under the control of nominated staff members possessing first aid qualifications.
- 17.5 Recruitment and Retention Allowance
- 17.5.1 The Chief Executive Officer may pay a recruitment and retention allowance to eligible IPART Officer H and I staff members.

17.5.1.1 The allowance plus salary shall not exceed the maximum of the equivalent salary of a Grade 3 Year 2 Senior Officer as set out in the Crown Employees (Senior Officers Salaries) Award 2007 as varied and subject to the operation of subparagraph 17.5.1.2 below.

17.5.1.2 Where it is deemed appropriate, the Chief Executive Officer shall consult to the point of agreement with the Director-General, Department of Premier and Cabinet, before approving payment of a higher allowance than that prescribed in subparagraph 17.5.1.1 above.

17.5.2 The Chief Executive Officer may pay a recruitment and retention allowance to eligible IPART Officer G staff members.

17.5.2.1 The allowance plus salary shall not exceed the maximum of the equivalent salary of IPART Office H Year 1 as set out in Table 1 Salaries of this award.

18. Union Consultation, Access and Activities

18.1 The provisions for union consultation, access and activities as set out in Section 5 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, including consultation and technological change and union deductions, shall apply.

19. Extended Leave

19.1 The extended leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

20. Family and Community Service Leave

20.1 The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

20.2 The personal carer's leave provisions are contained in this clause and also in the Sick Leave clause of this award.

21. Leave Without Pay

21.1 The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

22. Military Leave

22.1 The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

23. Religious Or Cultural Observations

23.1 The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

24. Parental Leave

24.1 Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

25. Purchased Leave

- 25.1 The Chief Executive Officer or nominee may approve an application by a staff member for the purchase of additional leave in accordance with the Tribunal's policy.

26. Recreation Leave

- 26.1 The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

27. Annual Leave Loading

- 27.1 The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply, however, no restrictions on salary paid to staff members shall apply.

28. Sick Leave

- 28.1 The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply. Further:

28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.

28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

29. Special Leave

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.

- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, in the following situations:

29.2.1 Jury service.

29.2.2 Witness at court - official capacity.

29.2.3 Witness at court - other than in official capacity - Crown witness.

29.2.4 Called as a witness in a private capacity.

29.2.5 Examinations.

29.2.6 Association activities.

29.2.7 Return home when temporarily living away from home.

29.2.8 Return home when transferred to new location.

- 29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, special leave may be granted for the following situations:

29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).

29.3.2 First aid training and retraining.

- 29.3.3 Attend retirement preparation seminars (two days).
- 29.3.4 Meetings for financial members of professional or learned societies (up to five days).
- 29.3.5 Competitors or officials at the Commonwealth or Olympic/Paralympic Games (up to four weeks).
- 29.4 Any other circumstance applied for by staff members as special leave, that is not covered by this clause may be granted by the Chief Executive Officer or nominee on a case by case basis.
- 29.5 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 29A Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

29A. Leave for Matters Arising from Domestic Violence

- 29A.1 The definition of domestic violence is found in sub clause 3.19, of clause 3 Definitions, of this award;
- 29A.2 Leave entitlements provided for in clause 20, Family and Community Service Leave, and clause 28, Sick Leave, may be used by staff members experiencing domestic violence;
- 29A.3 Where the leave entitlements referred to in subclause 29A.2 are exhausted, the Chief Executive Officer shall grant Special Leave as per sub clause 29.5;
- 29A.4 The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 29A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 29A.6 The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

30. Study Leave

- 30.1 Study leave for full-time study may be granted to assist staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours.
- 30.2 Study leave may be granted for studies at any level, including undergraduate study.
- 30.3 The grant for study leave is entirely at the discretion of the Chief Executive Officer or nominee in accordance with this clause and is dependent on the availability of Tribunal funds and the relevance and value of the studies to the Tribunal.
- 30.4 Study leave is granted to staff members as leave without pay with financial assistance at the rate of:
 - 30.4.1 full pay for studies which are directly relevant to the functions of the Tribunal and can be demonstrated to directly improve the efficiency or effectiveness of the Tribunal; or
 - 30.4.2 half pay for studies that are of appreciable benefit to the efficiency or effectiveness of the Tribunal.
- 30.5 Studies are considered directly relevant to the efficiency or effectiveness of the Tribunal when:
 - 30.5.1 the studies relate directly to the staff member's functions and are necessary to enable these to be carried out effectively;

- 30.5.2 the studies involve research, the results of which are likely to have a significant impact on the Tribunal's operations;
- 30.5.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
- 30.5.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes, and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- 30.6 Studies are considered to be of appreciable benefit to the efficiency or effectiveness of the Tribunal when:
- 30.6.1 the studies relate to the staff member's likely future duties and are necessary to enable these to be carried out effectively;
- 30.6.2 the studies involve research, the results of which are likely to have an impact on the Tribunal's operations;
- 30.6.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
- 30.6.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- 30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
- 30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or
- 30.7.2 financial constraints preclude the grant of study leave; or
- 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
- 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
- 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.
- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

31. Staff Development

- 31.1 The provisions relating to staff development and training activities as set out in Tribunal's Staff Development Policy shall apply.

32. Study Time

- 32.1 Study time is available to develop the skills and versatility of staff members in accordance with this clause and may be granted at the discretion of Chief Executive Officer or nominee.
- 32.2 It shall not be granted to staff members to attend a course organised essentially for full time students or which, in later stages, requires full time attendance.
- 32.3 Study time may be granted at full pay to staff members who are studying on a part-time basis.

- 32.4 Study time may be used for:
- 32.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 32.4.2 necessary travel during working hours to attend lectures, tutorials etc. held during or outside working hours; and/or
 - 32.4.3 private study; and/or
 - 32.4.4 accumulation, as outlined in subclause 32.17 of this clause.
- 32.5 Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week.
- 32.6 Where this grant is insufficient to cover essential absences, the necessary extra time can be granted.
- 32.7 Study time granted in excess of four hours per week must be made up.
- 32.8 Staff members who take study time on any particular day must work the contract hours on that day. For example, a staff member who is entitled to two hours study time on a Wednesday afternoon must ensure that they work five hours before proceeding on study time.
- 32.9 A half-day flexi leave or a half-day annual leave may be combined with a half-day study time to cover a full day's absence from duty.
- 32.10 Where staff members have less than a half-day study time and wish to be absent for a full day, they may take annual leave for the remainder of the day.
- 32.11 Study time is not to be taken in any week when classes are not attended.
- 32.12 If a staff member attends more than one class, the weekly study time should be reduced correspondingly, when one of those classes is not attended.
- 32.13 Study time is an expendable grant, which if not used at the nominated time, is lost.
- 32.14 If an emergency situation occurs, a staff member may have to give up their normal study time. If circumstances allow, however, such time may be granted on another day during the same week.
- 32.15 Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- 32.16 Staff members attending repeat subjects during working hours, for which study time has not been granted, must make up all time taken off in attending those subjects.
- 32.17 Subject to Tribunal convenience -
- 32.17.1 Staff members may choose to accumulate part or all of their study time.
 - 32.17.2 Accumulated study time may be taken in any pattern or at any time.
- 32.18 Correspondence students are granted study time in the manner outlined in subclause 32.8 of this clause, that is, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week.
- 32.19 Where there is no corresponding face-to-face course, the institution will be asked to indicate the attendance requirements if such a course existed.

- 32.20 Correspondence students may accumulate their study time as outlined in subclause 32.17 of this clause, in order to cover any compulsory residential schools.
- 32.21 Block periods of study time may be granted to staff members in relation to the research and thesis component of: higher degrees, qualifying studies for admission to higher degrees; or Honours studies.
- 32.22 These block periods may be granted on the following basis:
- 32.22.1 Where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework, and ten days study time for the thesis/major project component;
 - 32.22.2 For qualifying studies entirely by thesis the grant is ten days;
 - 32.22.3 For masters degree studies by research and thesis only, the total grant is:
 - 32.22.3.1 25 days for courses of two years minimum duration; and
 - 32.22.3.2 35 days for courses of three years minimum duration.
 - 32.22.4 For doctoral studies, the total grant for the course is 45 days.
- 32.23 Where a staff member is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

33. Reimbursement of Fees

- 33.1 Staff members undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees (including HECS) and/or other compulsory charges.
- 33.2 The decision as to whether or not fees and/or other compulsory charges are approved in part or in full for reimbursement (and the method of reimbursement) is entirely at the discretion of the Chief Executive Officer or nominee.
- 33.3 Staff members applying for study time and/or reimbursement of fees and/or other compulsory charges shall, as soon as possible, be advised of which fees shall be reimbursed, how they shall be reimbursed, and the amount of study time to be approved. This will enable staff members to make a decision as to whether the study can be undertaken.
- 33.4 When determining the amount of reimbursement, the Chief Executive Officer or nominee shall consider:
- 33.4.1 the skill requirements of the Tribunal;
 - 33.4.2 whether or not the expenditure is justified in terms of the Tribunal's objectives and targets; and
 - 33.4.3 the availability of funds.
- 33.5 Reimbursement of approved fees and/or other compulsory charges shall be made on production of evidence of such expenditure, and subject to satisfactory completion of the course or stage.
- 33.6 To be eligible for reimbursement of approved fees and/or other compulsory charges staff members applying must have been employed by the Tribunal for the majority of the academic period in question and be employed at the time of making the application.

34. Overtime

- 34.1 The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply, however:

34.1.1 Staff members directed to work overtime, up to and including IPART Officer G, shall be paid overtime at their current salary, or salary and allowance in the nature of salary.

34.1.2 Such overtime shall be approved in advance by the Chief Executive Officer or nominee.

34.1.3 The payment of overtime shall not apply to IPART Officer H and I.

35. Public Holidays

35.1 The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

36. Job Sharing

36.1 The Chief Executive Officer or nominee may approve implementation of job-sharing arrangements.

36.2 Job sharing is a voluntary arrangement in which one job is shared amongst staff members working on a part-time basis.

36.3 Job sharers may be employed on a part-time basis or may be full-time staff members on part-time leave without pay.

37. Work from Home

37.1 The Chief Executive Officer or nominee may approve applications by staff members to work from home on a temporary, fixed term, or regular basis.

37.2 Approval may be granted where a family member requires care or where a project or report requires urgent completion that would be assisted by working from home.

37.3 Generally, working from home shall be granted where the Chief Executive Officer or nominee and staff member are in agreement that:

37.3.1 appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff members;

37.3.2 the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;

37.3.3 the home environment or circumstances will not prevent the staff members from completing an amount of work equivalent to what would normally be completed in the office environment; and

37.3.4 the staff member is available for telephone consultation and where possible available to return to the office at short notice.

37.4 All work from home approvals shall ensure adequate consideration of, and compliance with occupational health and safety, confidentiality and security provisions.

37.5 Where appropriate, facilities and equipment shall be provided to enable staff members to work at home.

38. Unsatisfactory Performance, Misconduct Or Serious Offence

38.1 Where situations arise in relation to unsatisfactory performance, misconduct or serious offence they shall be dealt with in accordance with the Tribunal's policy.

39. Termination of Employment

39.1 The staff member shall give two (2) weeks notice prior to resignation of employment.

- 39.2 The Tribunal shall give two (2) weeks notice or payment in lieu of notice to staff members prior to termination of employment.
- 39.3 In cases of serious or wilful misconduct the Chief Executive Officer or nominee may waive notice and no payment in lieu shall be due to staff members.

40. Managing Excess Staff

- 40.1 Where changes result in staff members becoming excess, the arrangements for managing such staff members shall be in accordance with the NSW Government public sector "Managing Excess Staff" policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

41. Secure Employment - Casual Conversion

- 41.1 The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- 41.2 Casual Conversion
- 41.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.
- 41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.
- 41.2.3 Any casual employee who has a right to elect under paragraph 41.2.1 upon receiving notice under paragraph 41.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse.
- 41.2.4 Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement.
- 41.2.5 Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 41.2.6 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 41.2.7 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 41.2.8 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 41.2.3 the employer and

employee shall, in accordance with this paragraph, and subject to paragraph 41.2.3 discuss and agree upon:

- 41.2.8.1 whether the employee will convert to full-time or part-time employment; and
- 41.2.8.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- 41.2.9 Following an agreement being reached pursuant to paragraph 41.2.8 the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 41.2.10 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

42. Secure Employment - Occupational Health & Safety

42.1 For the purposes of this clause, the following definitions shall apply:

- 42.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- 42.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

42.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- 42.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 42.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 42.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- 42.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 42.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 42.4 Disputes Regarding the Application of this Clause
- 42.4.1 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- 42.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

43. Anti-Discrimination

- 43.1 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.
- 43.2 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.
- 43.3 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.
- 43.4 Nothing in this clause is to be taken to affect:
- 43.4.1 any conduct or act which is specifically exempted from anti- discrimination legislation;
- 43.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 43.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 43.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 43.5 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.
- 43.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 43.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

44. No Extra Claims

- 44.1 The pay increases under clause 13, Salaries of this award are provided on the basis that the parties agree that there will be no further claims for changes to salaries, rates of pay or allowances for the period 1 July 2011 to 30 June 2012.
- 44.2 Consistent with the intent of the above subclause 44.1, the no further claims provisions shall also apply to changes to salaries, rates of pay or allowances for salary increases granted by the Chief Executive Officer beyond 1 July 2012 for the duration of the period of the salary increases.

45. Savings of Rights

- 45.1 No staff member covered by this award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this award.

46. Relationship to Other Awards

- 46.1 The Tribunal will, subject to approved parameters within Government wages policy, negotiate with the Association the full quantum of future salary increase or other benefits.
- 46.2 The Tribunal will use the outcomes achieved between the Association and Director of Public Employment, Public Sector Workforce Office to inform its negotiations with the intent of varying this Award to give effect to those salary increases and other benefits.
- 46.3 The method of achieving salary increases negotiated between the Tribunal and the Association shall be at the local level and not necessarily determined by the same outcomes as the Crown Employees (Public Sector - Salaries 2008) Award or an award replacing it.
- 46.4 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, the arrangements in this award shall prevail.

47. Area, Incidence and Duration

- 47.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions of this award.
- 47.2 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect from 28 March 2012.
- 47.3 Changes made to this award subsequent to it first being published on 28 August 2009 (368 I.G. 1388) have been incorporated into this award as part of the review.
- 47.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

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

Salary rates apply from the first full pay period to commence on or after the dates in the column headings:

		1 July 2011 per annum
		\$
IPART Officer A	Year 1	46,691
	Year 2	49,933
	Year 3	53,175
IPART Officer B	Year 1	57,066
	Year 2	60,308
	Year 3	63,551
IPART Officer C	Year 1	68,090
	Year 2	71,334
	Year 3	74,575
IPART Officer D	Year 1	79,762
	Year 2	83,006
	Year 3	86,247
IPART Officer E	Year 1	92,083
	Year 2	95,326
	Year 3	98,569
IPART Officer F	Year 1	105,053
	Year 2	108,295
	Year 3	111,537
IPART Officer G	Year 1	118,671
	Year 2	121,914
	Year 3	127,798
IPART Officer H	Year 1	132,937
	Year 2	136,179
	Year 3	139,423
IPART Officer I	Year 1	147,852
	Year 2	151,096
	Year 3	154,337
Level 3	Salary Point 9	117,774

C. G. STAFF J.

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**CROWN EMPLOYEES (NATIONAL ART SCHOOL, ACADEMIC
STAFF) SALARIES AND CONDITIONS AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 123 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (National Art School, Academic Staff) Salaries and Conditions Award 2009 published 25 December 2009 (369 I.G. 1060) as varied, be rescinded on and from 20 March 2012.

C.G. STAFF J

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**CROWN EMPLOYEES (NSW DEPARTMENT OF FINANCE AND SERVICES, GOVERNMENT CHIEF INFORMATION OFFICE)
AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 158 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

REVIEWED AWARD

Arrangement

Clause No. Subject Matter

PART A

1. Parties
2. Intention/Aims of the Award.
3. Definitions
4. Classification and Salaries
5. Preservation of Conditions for Staff Employed Under Previous Awards
6. Conditions of Employment
7. Training
8. Use of Consultants and Contractors
9. Grievance and Dispute Handling Procedures
10. Anti-Discrimination
11. Saving of Rights
12. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - GCIO Officer Salary Rates

PART A

1. Parties

The parties to this Award are:

Director of Public Employment and New South Wales Department of Finance and Services; and

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);

This Award shall be binding upon all parties defined herein.

2. Intention/Aims of the Award

This Award provides a framework for management and staff members to work together to ensure the ongoing high-level achievement of the Department's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Department's workforce has and continues to have the necessary skills, knowledge and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Department's future performance and its ability to innovate, respond positively to changes in its operating environment and avail itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for staff members, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, staff development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;

Organisation and classification structures that support the business needs of the Department in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;

Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs; and (with the support of senior management), Equitable development of staff members to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;

Senior management supporting managers and staff members working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in departmental operations;

Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;

Ongoing improvements in safety, quality service and efficiency; and

A workplace environment that is supportive of management and staff maximising their contribution to the business of the Department.

3. Definitions

"Department" means the New South Wales Department of Finance and Services.

"DPE" means the Director of Public Employment as established under the *Public Sector Employment and Management Act 2002*.

"GCIO" means the former Government Chief Information Office.

"GCIO Officer" or "staff member" means and includes all persons who were permanently employed in the former Government Chief Information Office, former Department of Services, Technology & Administration, on 15 December 2010 who are now employed with the Department of Finance and Services either as a full time or part time staff member, in any capacity under the provisions of part 2 of the *Public Sector Employment and Management Act 2002*.

"Act" means the *Public Sector Employment and Management Act 2002*.

"Service" means continuous service for salary purposes.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

"Director General" means the Director General of the New South Wales Department of Finance and Services.

"Public Service" means the Public Service of New South Wales, as defined in the *Public Sector Employment and Management Act 2002*.

"Position" means a position as defined in Section 9 of the *Public Sector Employment and Management Act 2002*.

"Grade" means a single grade: General Scale; Grade 1-2; Grade 3-4; Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; Senior Officer Grade 1; Senior Officer Grade 2; Senior Officer Grade 3, as set out in Table 1 GCIO Officer Salary Rates and applied to positions created in terms of Section 9 (2) of the Public Sector Employment and Management Act 2002 and evaluated in accordance with the Department's approved Job Evaluation system and the conditions of this Award. Grades 11 and 12 may be, where recommended, broad banded where the Director General considers it appropriate.

4. Classification and Salaries

- (1) The classification under this Award will be titled "GCIO Officer" as set out in Table 1 of Part B, Monetary Rates of this Award.
- (2) The salary rates for GCIO Officers in Table 1 are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

5. Preservation of Conditions for Staff Employed under Previous Awards

The list of conditions preserved for staff members employed under previous awards at the time of the making of the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 on 17 December 2002 by the Industrial Relations Commission of New South Wales in Matter IRC 6657 of 2002 is contained in clause 7 of that award published on 12 March 2004 (343 I.G. 628).

6. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the Public Sector Employment and Management Act 2002, the Public Sector Employment and Management Regulation 1996, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.

7. Training

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

- (2) The Department's commitment to training and development is contained within the Department's Study Assistance Policy. Where such Policy is silent on these matters the following will apply to staff members covered by this award:

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

A commitment to the provision of external training programs;

Implementation of a Management Development Program;

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

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

Providing training in Information Technology to enable staff members to use the technological tools required to perform their duties;

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

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

Dependant care assistance (dependant care, by way of payment, may be provided to enable staff members with dependant responsibilities to pursue training and development opportunities).

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

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the staff member;

Mentor and coaching programs;

Attendance at conferences and seminars;

Staff member exchange programs with the agreement of the staff member.

- (4) In order to meet these aims, the following have been agreed by the parties:

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

To include staff training and development responsibilities in the key accountabilities of all managers and supervisors;

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

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

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

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

In-house training to be in-line with National Competency standards so staff members can work toward a nationally recognised Public Sector qualification.

8. Use of Consultants and Contractors

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

9. Grievance and Dispute Handling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director-General or delegate.
- (4) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Director-General.
- (6) The Director-General may refer the matter to the DPE for consideration.
- (7) If the matter remains unresolved, the Director-General shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (8) A staff member, at any stage, may request to be represented by the Association.
- (9) The staff member or the Association on their behalf, or the Director-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (10) The staff member, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

10. Anti-Discrimination

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

11. Saving of Rights

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

12. Area, Incidence and Duration

- (1) The Award shall apply to all staff members who on 15 December 2010 were employed in a permanent capacity in the former Government Chief Information Office in the then Department of Services, Technology & Administration and who are currently employed in the Department of Finance and Services.

- (2) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales of 28 April 1999 (310 I.G 359) take effect on and from 28 March 2012.
- (3) Changes made to this award subsequent to it first being published on 31 July 2009 (368 I.G. 784) have been incorporated into this award as part of the review.

PART B

MONETARY RATES

Table 1 - GCIO Officer Salary Rates

Classifications and Grades		Common Salary Point	8.7.11 Per Annum \$
General Scale	Year 1	7	33,193
	Year 2	11	37,729
	Year 3	17	40,662
	Year 4	20	41,771
	Year 5	23	43,539
	Year 6	25	44,329
	Year 7	28	45,428
	Year 8	32	47,108
	Year 9	36	48,816
	Year 10	40	50,619
Grade 1-2	Year 1	46	53,407
	Year 2	49	54,977
	Year 3	52	56,509
	Year 4	55	58,060
Grade 3-4	Year 1	58	59,705
	Year 2	61	61,505
	Year 3	64	63,425
	Year 4	67	65,376
Grade 5-6	Year 1	75	70,480
	Year 2	78	72,702
	Year 3	82	75,552
	Year 4	85	77,767
Grade 7-8	Year 1	88	80,096
	Year 2	91	82,491
	Year 3	95	85,928
	Year 4	98	88,660
Grade 9-10	Year 1	101	91,303
	Year 2	104	93,870
	Year 3	108	97,702
	Year 4	111	100,613
Grade 11	Year 1	116	105,602
	Year 2	120	110,079
Grade 12	Year 1	126	116,974
	Year 2	130	122,128
Senior Officer	Year 1	-	136,651
Grade 1	Year 2	-	147,245
Senior Officer	Year 1	-	149,737
Grade 2	Year 2	-	160,294
Senior Officer	Year 1	-	165,658
Grade 3	Year 2	-	181,844

C. G. STAFF *J.*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 102 of 2012)

Before The Honourable Mr Justice Staff

14 March 2012

REVIEWED AWARD

1. Delete the words "NSW Police" appearing in clause 2, Definitions of the award published 18 November 2011 (371 I.G. 1008) and insert in lieu thereof "NSW Police Force".
2. Delete the words "Industrial Relations Branch" appearing in subclause (iv), and in paragraph (b) subclause (v) of clause 8, Grievance and Dispute Settlement Procedure and the words "Industrial Relations Directorate" appearing in the paragraph beginning with the words "Safety Issues - " in subclause (v) of the said clause 8, and insert in lieu thereof "Employee Relations Unit".
3. Delete clause 9, Redundancy and insert in lieu thereof:

9. Redundancy

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

4. Delete clause 10, Area, Incidence and Duration and insert in lieu thereof:
 - 10.1 Pursuant to the Award Review process under section 19 of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359), this Award varies the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award published 18th November 2011 (371 I.G. 1008).
 - 10.2 This award shall continue to apply to officers employed within the Clinical Forensic Medicine section of the NSW Police as at 5 August 1996 or to persons who are subsequently employed within the Clinical Forensic Medicine Section. Except where inconsistent with this award, the provisions of any other existing determinations or awards will continue to apply.
 - 10.3 The variations to this Award resulting from the section 19 review will take effect from 14 March 2012. The Award will remain in force for the period to 30 June 2012 until varied or rescinded in accordance with the provisions of Industrial Relations Act 1996.

C.G. STAFF J

(1851)

SERIAL C7763

**CROWN EMPLOYEES (POLICE OFFICERS DEATH AND
DISABILITY) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 105 of 2012)

Before The Honourable Mr Justice Staff

14 March 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Police Officers Death and Disability) Award 2005 published 27 November 2009 (369 I.G. 737) as varied, be rescinded on and from 14 March 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (RESEARCH SCIENTISTS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 76 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Classification as a Research Scientist
4.	Salaries
5.	Increments and Progression
6.	Calculation of Service
7.	Anti-Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Relationship to Other Awards
10.	No Extra Claims
11.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Salaries

1. Title

This Award shall be known as the Crown Employees (Research Scientists) Award 2007.

2. Definitions

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

"Committee" means the Research Scientist Classification Committee convened by the Public Service Commissioner .

"Director-General, Department of Premier and Cabinet" is as defined in the *Public Sector Employment and Management Act 2002*.

"Division" means a public service division of the Government Service specified in Column 1 of Part 1 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.

"Division Head" is as defined in the *Public Sector Employment and Management Act 2002*.

"Employee" means all persons permanently or temporarily employed subject to Chapter 2 of the *Public Sector Employment and Management Act 2002*.

"Guidelines" means the 'Research Scientist Classification Policy and Guidelines' issued from time to time by the Public Service Commissioner.

"Public Service Commissioner" is as defined in the *Public Sector Employment and Management Act 2002*.

"Service" means continuous service worked within the classification as set out in this Award.

3. Classification as a Research Scientist

- (a) The Public Service Commissioner on recommendation of the Committee, approves the classification of public sector employees as Research Scientists under this Award.
- (b) The Committee makes recommendations regarding the entry to, continuation in, progression and regression in, and cessation from the levels within the Research Scientists classification, namely Research Scientist, Senior Research Scientist, Principal Research Scientist or Senior Principal Research Scientist.
- (c) The Committee makes these recommendations in accordance with the criteria contained in the Guidelines.

4. Salaries

- (a) The salary rates for the levels of Research Scientist, Senior Research Scientist, Principal Research Scientist and Senior Principal Research Scientist are set out in Table 1 of Part B, Monetary Rates, of this Award.
- (b) An employee temporarily employed under the provisions of Chapter 2 of the Public Sector Employment and Management Act 2002 is paid the weekly equivalent of the annual salary prescribed in Table 1 - Salaries.
- (c) The salaries of employees covered by this Award are adjusted to the appropriate rate prescribed by this Award on the basis of years of service. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this Award.
- (d) The salary rates in Table 1 - Salaries, of Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

5. Increments and Progression

- (a) In accordance with clause 16, Increments of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996, the payment of an increment is subject to the satisfactory conduct of, and the satisfactory performance of duties by, the employee as determined by the appropriate Division Head.
- (b) Progression beyond efficiency barriers, and to the levels of Senior Research Scientist, Principal Research Scientist and to Senior Principal Research Scientist is approved by the Public Service Commissioner on recommendation by the Committee in accordance with the Guidelines.

6. Calculation of Service

In calculating years of service for the purpose of this Award, the following periods are not taken into account:

- (a) Any period in respect of which an increment is refused in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 2009;
- (b) Any leave of absence without pay exceeding five days in any incremental year;

- (c) Any period necessary to give full effect to a reduction in salary imposed under sections 47 and 48 of Part 2.7, Discipline and conduct of officers of the Public Service, of the *Public Sector Employment and Management Act 2002*.

7. Anti-Discrimination

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

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

8. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Division, if required.
- (b) An employee is required to notify in writing their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the Division Head or Delegate.

- (d) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- (f) The Division Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (g) If the matter remains unresolved, the Division Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the Division Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, Division and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (k) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

9. Relationship to Other Awards

Employees are entitled to the conditions of employment provided by this Award, the *Public Sector Employment and Management Act* 2002, and the Public Sector Employment and Management (General) Regulation 2009. The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and Crown Employees (Public Sector - Salaries 2008) Award or any replacement award, also apply to employees covered by this Award, except where specifically varied by this Award or some other award.

10. No Extra Claims

This Award is taken to satisfy any claims in respect of work value arising from the Senior Principal Research Scientist (SPRS) level up to and including the date that this Award is made. Nothing in this Award affects the operation of clause 9 of the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award.

11. Area, Incidence and Duration

- (a) This Award applies to employees defined in clause 2, Definitions.
- (b) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 March 2012.

Changes made to this award subsequent to it first being published on 6 July 2007 (362 I.G. 1076) have been incorporated into this award as part of the review.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Table 1 - Salaries

	1.7.11 Per Annum \$
Classification levels	
Research Scientist -	
1st year of service	78,462
2nd year of service	82,491
3rd year of service	86,829
4th year of service	90,426
Efficiency Barrier	
5th year of service	94,826
6th year of service	98,673
7th year of service	102,572
Senior Research Scientist -	
1st year of service	104,575
2nd year of service	107,710
3rd year of service	111,025
Efficiency Barrier	
4th year of service	114,457
5th year of service	118,200
Principal Research Scientist -	
1st year of service	122,128
2nd year of service	124,920
3rd year of service	128,094
Senior Principal Research Scientist -	
1st year of service	137,327
2nd year of service	147,318
Efficiency Barrier	
3rd year of service	159,869

C.G. STAFF J

CROWN EMPLOYEES (ROADS AND MARITIME SERVICES - SCHOOL CROSSING SUPERVISORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 254 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Area, Incidence, Duration
3.	Parties to the Award
4.	Duties
5.	Appointment and Probation
6.	Hours of Duty
7.	Payment of Wages
8.	Superannuation
9.	Minimum Period of Engagement
10.	Work Location
11.	Leave
12.	Travelling to a Temporary Work Location
13.	Relocation of School Crossing Supervisors
14.	Termination
15.	Training
16.	Criminal Record Checks
17.	Safety Clothing & Equipment
18.	Anti-Discrimination
19.	Grievance Resolution and Dispute Settlement
20.	Union Contributions
21.	Secure Employment
22.	Code of Conduct and Ethics
23.	Leave Reserved
24.	Rates of Pay

1. Definitions

SCS - School Crossing Supervisor

RMS - Roads and Maritime Services Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002 (NSW)*.

Union - Australian Workers' Union (AWU) and/or Public Service Association and Professional Officers' Association Amalgamated Unions of NSW (PSA).

Permanent SCS - A permanent SCS is a SCS who works a set number of hours and days per week.

Casual - Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading - An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours - The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

Additional Hours - Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Extended Leave - A form of leave entitlement which recognises and rewards long service as provided by the Extended leave provisions covered in Schedule 5 of the *Transport Administration Act 1988*.

Headquarters - The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Temporary Work Location - The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

Working Hours - The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

This Award will be known as the Crown Employees (Roads and Maritime Services - School Crossing Supervisors) Award.

The Award applies to all SCSs employed by Roads and Maritime Services Division of the Government Service of New South Wales under Chapter 1A of the *Public Sector Employment and Management Act 2002*.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Roads and Traffic Authority of NSW - School Crossing Supervisors) Award published 24 April 2009 (367 I.G. 1059) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 March 2012.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

3. Parties to the Award

The parties to this Award are Roads and Maritime Services, the Australian Worker's Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Duties

SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.

In order to achieve this, SCSs must:

- (i) Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties
- (ii) Be at their designated crossing at the times specified by RMS;
- (iii) Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;
- (iv) Perform their duties in accordance with training provided by RMS;

- (v) Follow any lawful directions given by RMS;
- (vi) Use only the safety clothing and equipment provided by RMS.

5. Appointment and Probation

- (a) SCSs must serve a three-month probation period before their employment is confirmed.
- (b) SCSs cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 16.
- (c) The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

- (a) Other than for reasons outlined in (e) below, permanent SCSs will be rostered to work during the 41-week NSW school year.
- (b) The contract hours for SCSs will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 15, Training.
- (c) The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCSs in their letters of engagement.
- (d) Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCSs may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and public holidays). This does not restrict RMS to direct SCSs to work different than their contract hours on a temporary basis, eg to cover short-term absences of other staff.
- (e) Subject to clause 15, Training, permanent SCSs may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see 7(d) below).
- (f) Permanent or casual SCSs who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.
- (g) The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCSs cannot be engaged for longer than the ordinary hours worked by permanent SCSs.
- (h) RMS may arrange training to be conducted during the school holidays. Refer to clause 15, Training.
- (i) RMS may require SCSs to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the SCSs health and safety;
 - (ii) the SCSs personal circumstances including any family and carer responsibilities
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by RMS regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or

- (v) any other relevant matter.

7. Payment of Wages

- (a) The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 24, Rates of Pay were increased by 2.5% operative from the first pull pay period on or after 1 July 2012.
- (b) The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- (c) The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N}{48} \times 45 = \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- (d) Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N + (N \times 1/12) = \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

- (e) Casuals are paid for actual time worked and, subject to clause 15, Training, are not paid during school holidays.
- (f) As casuals are entitled to a loading in lieu of all forms of paid leave except for extended leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N + (N \times 20\%) = \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

- (g) Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

- (a) Subject to (b) below, RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The current proportion is 9%, effective from 1 July 2002.
- (b) RMS is prohibited from depositing superannuation contributions into an account for SCSs 70 years of age or older. In lieu of this contribution, SCSs 70 years of age or older will receive a loading equivalent to the superannuation contribution in their fortnightly pay. The additional loading will be calculated with reference to a base hourly rate of \$N per hour as contained in clause 7 above.

9. Minimum Period of Engagement

- (a) The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.
- (b) SCSs who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.

- (c) The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

- (a) Subject to (c) below, permanent SCSs will be appointed to a designated work school crossing site to which they must report for duty.
- (b) Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by RMS.
- (c) SCSs who have their employment converted from casual to permanent through the operation of clause 21, Secure Employment, may not be assigned to a designated work school crossing site and may be required to undertake their contract hours at different locations. The different locations will be within a reasonable boundary and will be agreed at the time of conversion. Such SCSs will not be entitled to reimbursement for additional fares or time spent travelling to these locations as per subclauses 12 (a) and (b).
- (d) SCSs who elect to convert to permanent status by way of subclause 10(c) will be offered the choice to transfer to permanent status as outlined at subclause 10(a), upon a SCSs position falling vacant.

11. Leave

11.1 Calculation of leave

- (a) Unless otherwise specified, permanent SCSs will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.
- (b) For the purpose of taking leave, 'day' means the normal/contract hours of duty that SCSs would have worked on that day. This does not include intermittent training carried out during the school term.

11.2 Casuals

- (a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.
- (b) With the exception of long service leave, casuals are not entitled to take paid leave.

11.3 Recreation Leave

- (a) Permanent SCSs are entitled to four (4) weeks' recreation leave each year.
- (b) The wages paid to SCSs take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.
- (c) SCSs will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 15, Training.

11.4 Annual Leave Loading

The wages paid to SCSs incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks' leave per year.

11.5 Public Holidays

- (a) Permanent SCSs will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.

- (c) Permanent SCSs will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCSs are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCSs who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) RMS may defer payment of sick leave to SCSs who take sick leave during their first three months of service until the SCS has completed three months of service
- (d) SCSs re-employed in the same year are entitled to the lesser of:
 - (i) a maximum of 12 days sick leave, or
 - (ii) the sick leave SCSs would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.
- (g) If SCSs are unable to attend work due to illness or injury, they are to contact their supervisor prior to the commencement of their shift and advise:
 - (i) that they are unable to attend work, and
 - (ii) the nature of their illness or incapacity, and
 - (iii) the estimated period of absence.
- (h) The granting of paid sick leave shall be subject to the SCS providing evidence which indicates the nature of illness or injury. If the SCS is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources Section.
- (i) If a SCS is absent from duty for more than 2 consecutive working days because of illness they must provide a medical certificate to RMS in respect of the absence.
- (j) If a SCS takes sick leave in excess of 5 uncertified working days in a calendar year the SCS concerned may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if the SCS concerned provides evidence of illness that only covers the latter part of the absence, RMS may allow the granting of sick leave for the whole period if satisfied that the reason for the absence was genuine.
- (l) If RMS is concerned about the diagnosis described in the evidence of illness produced, RMS may, after discussion the SCS refer the evidence provided and the application for leave to a medical practitioner or Independent Medical Assessor for advice.
 - (i) The type of leave granted to the SCS will be determined by RMS based on the medical advice received.

- (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the SCS when determining the type of leave granted.
- (m) RMS may direct the SCS to participate in a return to work program if they have been absent for a long period of sick leave.
- (n) Nothing in this subclause 11.6 removes the right of RMS to request medical certificates for single day absences where required or from referring the SCS for an independent medical assessment for other reasons as prescribed in RMS's sick leave policy.
- (o) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (i) for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at RMS's discretion, other forms of evidence that satisfy that the SCS had a genuine illness including from another registered health services provider,
 - (ii) where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- (p) SCSs who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued extended leave or leave without pay.
- (q) SCSs who are sick for a week or more whilst on extended leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The extended leave replaced by the sick leave will be re-credited to the SCSs entitlement.
- (r) Sick leave will not be granted for extended leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCSs is set by the Transport Administration Act 1988 (NSW).
- (b) SCSs who have completed 10 years service recognised by RMS are entitled to the following extended leave:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years entitles SCSs accrue 11 working days extended leave.
- (d) From 1 January 2005, SCSs who have completed at least 7 years continuous service with RMS, or as recognised in accordance with subclauses (f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCSs, calculated on a pro rata basis.

- (f) All previous full-time and part-time service SCSs have had with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCS's.
- (g) Service with other NSW government bodies will also be recognised in accordance with Schedule 3A of the Public Sector Employment and Management Act 2002.
- (h) Nothing in subclauses (f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay on Extended Leave Entitlements.

- (a) To determine if SCSs have completed the required 10 years of service:
 - (i) Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - (ii) Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) For SCSs who have had 10 years' service recognised by RMS, approved LWOP for the reasons listed below counts as service for Extended Leave accrual:
 - (i) Military service (e.g. Army, Navy or Air Force);
 - (ii) Major interruptions to public transport;
 - (iii) Periods you are on leave accepted as workers compensation.
- (c) For SCSs who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave.

- (a) Subject to RMS approval, SCSs may take extended leave:
 - (i) At a time convenient to RMS;
 - (ii) For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.
- (b) Extended leave may be taken at full pay, half pay or double pay.
- (c) For extended leave taken at double pay:
 - (i) SCSs leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable.
- (d) For extended leave taken at half pay, SCSs leave balance will be debited at the rate of half the days/hours taken as extended leave.

- (e) SCSs who take extended leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.4 Sick Leave while on Extended Leave.

- (a) SCSs are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.
- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.
- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.
- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by RMS.

11.7.5 Public Holidays while on Extended Leave.

- (a) Public holidays that fall while SCSs are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.6 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.
- (b) SCSs who have at least five years' service as an adult but less than seven years' service are paid pro-rata extended leave if their services are terminated:
 - (i) By RMS for any reason other than serious and intentional misconduct;
 - (ii) By SCSs in writing on account of illness, incapacity or domestic or other pressing necessity or.
- (c) SCSs who resign to join another Government Department, and who 'transfer' as defined by Schedule 3A of the *Public Sector Employment and Management Act 2002*, are entitled to have their extended leave accrual accepted by their new employer.

11.8 Maternity leave

- (a) Female SCSs are entitled to maternity leave to allow them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Permanent SCSs are entitled to maternity leave up to nine weeks before the expected date of birth and up to 12 months after the actual date of birth.
- (c) Permanent SCSs who have completed at least 40 weeks' continuous service prior to the birth are entitled to paid maternity leave on the basis of 14 weeks at full pay or 28 weeks at half pay from the date maternity leave commences.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid maternity leave. The leave may commence up to nine weeks before the expected

date of birth, but must not exceed a total of 52 weeks. Casual SCSs are not entitled to paid maternity leave.

(e) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because:

- (i) the SCS or SCSs spouse is pregnant, or
- (ii) the SCS is or has been immediately absent on a maternity leave.

The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

(f) If a SCS commence a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:

- (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
- (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
- (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.9 Adoption leave

(a) SCSs are entitled to adoption leave for the adoption of a child under school age, provided that they are to be the primary care giver of the child.

(b) Permanent SCSs are entitled to adoption leave on the following basis:

- (i) fourteen weeks on full pay if they have completed 40 weeks' continuous service ;
- (ii) an extended period of up to 52 weeks, taken from the time of placement of the child, as extended leave (if available) and/or leave without pay. Any period of paid adoption leave will be included in the 52 weeks.

(c) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid adoption leave from the date the SCS takes custody of the child.

(d) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on adoption leave. The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

(e) If a SCS commence a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:

- (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
- (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
- (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.10 Parental leave

- (a) SCSs who are not entitled to maternity or adoption leave are entitled to parental leave to share in the responsibility of caring for their young children.
- (b) Permanent SCSs are entitled to parental leave on the following basis:
 - (i) one week on full pay or two weeks at half pay if they have completed 40 weeks' continuous service; and
 - (ii) 52 weeks unpaid. Any period of paid parental leave will be included in the 52 weeks.
- (c) Leave may commence at any time up to two years from the date of birth or adoption of the child. The leave may be taken full time for up to 12 months or on a part time basis over a period of up to two years.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid parental leave from the date of birth or adoption of the child.
- (e) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on parental leave. The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

11.11 Communication during Maternity, Adoption and Parental Leave

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

11.12 Rights of request during maternity, adoption or parental leave

- (a) An SCS entitled to maternity, adoption or parental leave may request that RMS allow the employee:
 - (i) to extend the period of unpaid maternity , adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the SCS in reconciling work and parental responsibilities.

- (b) RMS shall consider the request having regard to the SCSs circumstances and, provided the request is genuinely based on the SCSs parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The SCSs request and RMS decision to be in writing.

The SCSs request and RMS's decision made under paragraph (a) must be recorded in writing.

- (d) Request to return to work part-time

Where an SCS wishes to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the SCS is due to return to work from maternity, adoption or parental leave.

11.13 Family and community service leave

- (a) RMS shall grant to an SCS some or all of their accrued family and community service leave on full pay for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause (b). RMS may also grant leave for purposes as outlined in subclause (c). Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

- (b) Such unplanned and emergency situations may include, but not be limited to, the following:

- (i) Compassionate grounds, such as the death or illness of a close member of the family or a member of the SCS's household;
- (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an SCS's property and/or prevents an SCS from reporting for duty;
- (iv) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (v) Attendance at court by an SCS to answer a charge for a criminal offence, only if RMS considers the granting of family and community service leave to be appropriate in a particular case.

- (c) Family and community service leave may also be granted for:

- (i) An SCS's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the SCS does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (ii) An SCS's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if an SCS is selected to represent Australia or the State.

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

- (i) in the first 12 months of service 2.5 days.

- (ii) in the second year of service 2.5 days.
- (iii) for each completed year of service after 2 years of service 1 day
- (e) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (f) For the purposes of this subclause, 'family' means:
 - spouse;
 - de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - parent (including a foster parent or legal guardian);
 - grandparent or grandchild;
 - sibling (including the sibling of a spouse or de facto spouse);
 - same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - relative who is a member of the same household where, for the purposes of this definition -
 - 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - 'household' means - a family group living in the same domestic dwelling.
- (g) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCSs to provide short-term care or support for a family member who is ill.
- (h) Access to other forms of leave is available to SCSs for reasons related to family responsibilities or community service, subject to approval. These include:
 - (i) Leave without pay
 - (ii) Make up time.
- (i) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (j) SCSs appointed to RMS who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.
- (k) Bereavement entitlements for casual employees
 - (i) Casual SCSs are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (e) of this subclause.

- (ii) RMS and the SCS shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by RMS, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - (iv) RMS shall not fail to re-engage a casual SCS because the employee accessed the entitlements provided for in this subclause. The rights of RMS to engage or not engage a casual SCS is otherwise not affected.
- (l) Personal Carers Entitlement for casual employees
- (i) Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (e) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (ii) RMS and the SCS shall agree on the period for which the SCS will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by RMS, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - (iv) RMS shall not fail to re-engage a casual SCS because the employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not to engage a casual SCS are otherwise not affected.

12. Travelling to a Temporary Work Location

- (a) Permanent SCSs required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- (b) Where permanent SCSs travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- (c) Subject to clause 15, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of School Crossing Supervisors

- (a) RMS may relocate SCSs, either temporarily or permanently, where another location is available within a reasonable distance.
- (b) Reasons for the transfer may include, but are not limited to:
 - (i) Where an SCS is no longer required on a site for reasons outlined in subclause 14 (d);
 - (ii) for performance management or disciplinary reasons; or
 - (iii) For other reasons at RMS's discretion.
- (c) SCSs are not entitled to relocation expenses.

14. Termination

- (a) Subject to (b) below, permanent SCSs who wish to cease their employment must provide RMS with at least two weeks' notice.
- (b) Permanent SCSs who do not wish to continue their employment in a new school year must inform RMS of their intention to cease their employment prior to 1 December of the previous year.
- (c) Should RMS terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, RMS must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for RMS since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- (d) Reasons for termination of employment of permanent SCSs under subclause (c) above may include, but are not limited to:
 - (i) the installation of traffic signals at that site;
 - (ii) the removal of a crossing;
 - (iii) the installation of an overhead walkway or pedestrian underpass;
 - (iv) the closure of a school.
- (e) Prior to terminating the employment of an SCS for any of the reasons outlined in subclause (d) above, RMS will seek to place SCSs at an alternate location within a reasonable distance. RMS cannot guarantee that SCSs will be allocated the same hours of duty if an alternate location is found.

15. Training

- (a) RMS will provide SCSs with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- (b) Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- (c) RMS must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCSs to have at least four weeks' annual recreation leave per year.
- (d) RMS must notify SCSs of the times for training to be undertaken in school holidays at least two months in advance.
- (e) Time spent training by permanent SCSs will be paid in line with the calculation for 'additional hours' and paid for in accordance with subclause 7(d).
- (f) Casuals will be paid for all time spent training in accordance with subclause 7(e).

- (g) Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- (a) RMS will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- (i) prior to their appointment; and
 - (ii) at regular intervals; or
 - (iii) at RMS's discretion.
- (b) Such Offences Will Include, But Will Not be Limited to, the Types of Offences that Prohibit Employees from Working With Children under the Commission for Children and Young People Act 1998 (NSW).
- (c) RMS may only take action against a SCS with a criminal record where the offence is related to their employment as a SCS or the offence is not related to their employment but they have not informed RMS of their record. Such action may include summary dismissal.
- (d) SCSs must advise RMS of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify RMS of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- (a) SCSs will be provided with the following safety clothing and equipment:
- Hat
 - Safety Vest
 - Rain Coat
 - Rain Pants
 - Sun Screen 30+
 - Note Book and Pen
 - Bum Bag
 - Water Proof Cap
- (b) SCSs must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

18. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed 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.

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

NOTES

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

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

19. Grievance Resolution and Dispute Settlement

19.1 Grievance resolution

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

19.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of staff that is perceived to have negative implications for that group.
- (b) It is essential that management and the unions consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of these procedures.
 - (i) If a dispute arises in a particular work location which cannot be resolved between staff or their representative and the supervising staff, the dispute must be referred to RMS's

Manager Industrial Relations & Policy or another nominated officer who will then arrange for the issue to be discussed with the unions.

- (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
- (iii) If the issue cannot be resolved at this level, the issue may be referred to the Industrial Relations Commission of NSW.
- (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur.
- (v) The unions reserve the right to vary this procedure where a genuine safety factor is involved in accordance with subclause 19.3.

19.3 Dispute relating to WHS issues

- (a) RMS and SCSs are committed to the Work Health and Safety Act 2011 and any other statutory requirements, at all times.
- (b) When an WHS risk is identified or a genuine safety factor is the source of a dispute:
 - (i) SCSs have a duty to notify RMS of the risk to the SCS Work Health and Safety Committee, and;
 - (ii) allow RMS a reasonable amount of time to respond.
 - (iii) RMS has a duty to address the issue identified; and
 - (iv) report on the issue within a reasonable timeframe.
- (c) If a SCS notifies WorkCover without allowing RMS a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.
- (d) RMS respects the rights of all SCSs to refuse to continue working due to a genuine safety issue.
- (e) The unions and SCSs acknowledge that the creation of an industrial dispute over an WHS matter that is not legitimate is a breach of the legislative provisions under section 268 of the *Work Health and Safety Act 2011*.

20. Union Contributions

- (a) Where SCSs authorise RMS in writing to deduct union fees from their wage, RMS will where practical, make the deduction and forward it to the unions.
- (b) SCSs elected as job representatives, who have notified and have been accepted by RMS as accredited representatives of the union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Work Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.**22. Code of Conduct and Ethics**

(a) RMS requires that all SCSs comply with the Code of Conduct and Ethics.

(b) Where a disciplinary matter is alleged, suspected or known to have occurred, the SCSs manager is to take prompt action to:

Escalate the matter to senior management and/or the General Manager of Control Management Services or Human Resource Strategy as required

Conduct a fact-finding investigation, if and as required.

- (c) Interviews will be conducted to:
- Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s)
 - Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
 - Gather sufficient facts to enable a decision on whether disciplinary action is appropriate
- (d) Disciplinary action may be initiated when SCSs are involved in matters including but not limited to:
- (i) corrupt conduct;
 - (ii) misconduct;
 - (iii) negligence, inefficiency or incompetence in the discharge of duties, or
 - (iv) wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.
- (e) RMS Discipline Policy and Discipline Guidelines, should be observed when disciplinary matters arise.
- (f) RMS may suspend SCSs from duty with or without pay during disciplinary or criminal actions, as provided for under Section 49 of the Public Sector Management Act 2002 .
- (g) As a result of a disciplinary breach being proven against SCSs, RMS may choose to impose any one or more of the following sanctions:
- (i) a reprimand and warning;
 - (ii) transfer;
 - (iii) suspension from duty;
 - (iv) termination of service.
- (h) If a disciplinary sanction is to be made against an SCS, details of this will be given in writing.
- (i) Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to RMS regarding the sanction proposed or to provide any further relevant information.
- (j) Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCSs are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- (i) serious misconduct;
 - (ii) misappropriation;
 - (iii) fraud, or
 - (iv) corrupt conduct.
- (k) RMS retains the right to refer a disciplinary matter to the relevant external body where RMS has reason to believe it is necessary. This may include but is not limited to:
- (i) the Police;
 - (ii) the Independent Commission Against Corruption (ICAC);

- (iii) the Ombudsman;
 - (iv) the Commission for Children and Young People
- (l) SCSs have the right to appeal any disciplinary action taken against you by RMS before the NSW or Australian Industrial Relations Commission as is appropriate.

This clause:

does not remove RMS's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.

must not be construed as requiring the taking of disciplinary proceedings in order that RMS may dispense with the services of an RMS officer or any other employee of RMS.

23. Leave Reserved

Leave is reserved for the parties to review what is considered a 'reasonable distance' for the purposes of relocation during the life of the Award.

24. Rates of Pay

School Crossing Supervisors Category (refer cl. 7 of award for the Calculation of rates)	1.7.11 Per hour \$
Base Rate (N)	19.4543
Permanent SCS (P)	18.2383
Additional hours/training (A)	21.0755
Casual SCS (C)	23.3452

C.G. STAFF J

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(811)

SERIAL C7766

**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF
NEW SOUTH WALES - TOLL PLAZA OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 251 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Roads and Traffic Authority of New South Wales - Toll Plaza Officers) Award published 2 May 2008 (365 I.G. 851) as varied, be rescinded on and from 27 March 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 77 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Monetary Rates
3.	Definitions
4.	Contract of Employment
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
8.	Enterprise Consultation
9.	Additional Rates
10.	Shift Allowances
11.	Saturday and Sunday Work During Ordinary Hours
12.	Payment of Wages
13.	General Conditions
14.	Travelling Time and Expenses
15.	Outside Duties
16.	Lifting of Weights
17.	Sunday Work
18.	Overtime
19.	Call Back
20.	Mixed Functions
21.	Sick Leave/Personal Carer's Leave
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25.	Parental Leave
26.	Extended Leave/Long Service Leave
27.	Other Forms of Leave
28.	Anti-Discrimination
29.	Dispute Resolution
30.	Non-Reduction of Existing Wages
31.	Exemptions
32.	Deduction of Union Membership Fees
33.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

3. Definitions

Act means the Public Sector Employment and Management Act 2002.

Afternoon Shift means any shift finishing after 6.00 p.m. and at or before midnight.

Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause (5), Hours.

Casual Employee means an employee engaged and paid as such and who may be employed for a period of not more than ten (10) consecutive working days for each engagement but shall not include an employee required to work a constant number of ordinary hours each week.

Conditions Award means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012

Day means the period from midnight to midnight.

Division Head means as defined in the Act

Early Morning Shift means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.

General Services Officer Grade 1 - An employee engaged as a General Service Officer Grade 1 may be required to carry out a range of duties, which may include:

Making and/or serving morning or afternoon teas or lunches or other meals including washing up and other duties in connection with such work. In addition they may undertake a range of routine tasks under close supervision with set instructions, including basic clerical functions.

General Services Officer Grade 2 - An employee engaged as a General Service Officer Grade 2 may be required to carry out a range of duties, which may include:

Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, courthouses, police stations, technical colleges and other Government establishments.

General Services Officer Grade 3 - An employee engaged as a General Service Officer Grade 3 may be required to carry out a range of duties which may include but not be limited to any of the following:

- (a) Pick up and delivery of parcels, goods and furniture
- (b) General maintenance of departmental cars and parking areas
- (c) Furniture removal and storage
- (d) Driving of departmental motor vehicles as required including loading and unloading
- (e) Relief security duties
- (f) or clerical functions as required
- (g) or cleaning and gardening as required

- (h) Other duties as required
- (i) Routine or minor maintenance of such a nature so as not to require a qualified tradesperson

Part-Time Employee means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

Night Shift means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

Security Officer - Grade 1

Means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site,
- (c) to monitor a single closed circuit television unit recording from a stationary camera,
- (d) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property and including vehicles carrying loads of any description. This is to ensure that the quantity and description of such goods accords with the requirements of the relevant document and/or gate pass. The employee may also have other duties to perform, including as an area or door attendant or commissionaire in a commercial building;

A security officer Grade 1 may perform incidental duties that need not be of a security nature.

Security Officer - Grade 2

Means a person who is employed as one of the following:

- (a) A mobile patrol officer. This means an employee who is required to patrol two or more premises in a vehicle. It also includes a security officer who, in order to perform his/her designated duties is required, as an integral part of those duties, to use a motor vehicle, or
- (b) A security officer who, as part of the shift or duty is required to monitor and act upon intrusion, detection equipment or access control equipment terminating in a televised display or computerised print-out;

A security officer Grade 2 may perform incidental duties which need not be of a security nature.

- (c) A caretaker whose presence is required for the protection, good order or convenient use of premises, and/or the cleanliness or upkeep of such, including routine or minor maintenance, but the work is not of a nature that requires a qualified tradesperson. A caretaker may also be required to receive and distribute stores.

Security Officer - Grade 3

Means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties -

Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any medium of verbal communication; or

A person, who in addition to performing the duties defined in Grade 2(b), monitors or acts upon integrated intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer.

Seven Day Shift Worker: for purposes of this award, a seven day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays on which the employee may be regularly rostered for work.

Union means the United Voice - New South Wales Branch.

Weekly Employee means an employee engaged and paid by the week or fortnight, as the case may be.

4. Contract of Employment

- (i) Employees under this award shall be engaged either as weekly employees, part-time employees, or casual employees.
- (ii) An employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training.
- (iii) The employer shall clearly display at some place accessible to the employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any change to such hours, otherwise payment of overtime is incurred. Less than one week's notice may be given by mutual agreement between the employer and the employee.
- (iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (v) The employment of a resident Security Officer Grade 2b or 2c (as defined) engaged by the week shall only be terminated by three weeks' notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.
- (vi) The employment of a casual employee may be terminated by one hour's notice.
- (vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for misconduct or serious misconduct and then shall be liable for payment only up to the time of dismissal.
- (viii) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

For the purposes of this clause termination of employment shall include terminations with or without notice.

Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute harsh, unjust, or unreasonable termination of employment. This definition, without limiting the above, applies except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position.

- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.
- (x) On the termination of employment an employee shall return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.
- (xi) Mechanisation and Technological Changes - Three months notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated on account of the introduction, or proposed introduction, by an employer of mechanisation or

technological changes in the industry in which the employer is engaged. This applies notwithstanding the provisions of subclauses (iii) and (iv).

(xii) If there is a failure to give such notice in full:

- (a) the employee shall be paid at the rate specified for the employee's ordinary classification set out in Part B, Table 1 of this award, for a period equal to the difference between three months and the period of the notice given; and
- (b) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act 1955, the Annual Holidays Act 1944, Public Sector Employment and Management Act 2002 or any Act, amending or replacing any of those Acts. The right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employment.

An employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar, and the Secretary of United Voice - New South Wales Branch. The employer must state the employee's name, address and usual occupation and the date when the employment terminated in accordance with the notice given.

5. Hours

(i) Security Officers: (Other than Caretakers)

- (a) Subject to the provisions of clause 6, Rostered Days Off Duty, ordinary hours of Security Officers shall not exceed one hundred and fifty-two in each roster period of twenty consecutive days. Such hours shall be worked in not more than twenty shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration and only one shift shall be worked in any period of twenty-four hours.
- (b) Except in the case of change of shifts, notice of which has been given in accordance with subclause (iii), of clause 4, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.
- (c) The arrangement of working hours, as set out herein may be altered by agreement between the employer and the union.
- (d) In all cases shifts shall be continuous and time shall start from the commencement of the shift.
- (e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked and shall be paid for as such.

(ii) Caretakers:

- (a) The ordinary working hours, exclusive of meal breaks, shall be an average of 38 per week. The hours shall be worked in shifts of no more than 8 hours duration from Monday to Friday inclusive.

In establishments operating Monday to Sunday the ordinary working hours shall be an average of 38 per week. The hours shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.

- (b) The employer shall fix the time for working such hours on such days in one, two or three shifts.

(iii) General Service Officers Grade 2 & 3, (Cleaners And Basement Attendants)

The ordinary working hours, exclusive of meal breaks, shall not exceed an average of thirty-eight per week. Such hours shall be worked as follows -

- (a) Day Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive. These hours shall be worked on each day in one or two shifts of not more than eight hours total duration. An employee may commence thirty minutes earlier than the normal starting time or the ceasing time may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the employer and the employee.
 - (b) Afternoon Shift Workers: Between 4.00 p.m. and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.
 - (c) Early Morning Shift Workers: Between 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.
 - (d) Broken Shift Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause (a) with respect to alterations in starting and ceasing times.
 - (e) Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive.
 - (f) In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week which shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs (a), (b), (c),(d) and (e) of this subclause.
- (iv) General Services Officer Grade 1

The ordinary working hours, exclusive of meal times, shall not exceed an average of thirty-eight per week or eight per day. Such hours shall be worked in one or two shifts per day between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week, which shall be worked in one or two shifts per day between 7 a.m. and 6 p.m. from Monday to Sunday inclusive.

- (v) Casual Employees

For casual employees the ordinary working hours shall not exceed eight hours on any day or night or shift without the payment of overtime.

- (vi) Meal Breaks: (Other than Security Officers)

A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. The provisions of this subclause shall also apply to Caretakers (Security Officer Grade 2).

6. Rostered Days Off Duty

- (i) Four-Week Work Cycle - Accrual Provisions:

- (a) Shiftworkers - Weekly Employees

Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift shall be paid for at the appropriate shift rate as prescribed by clause 10, Shift Allowances, of this award.

(b) Dayworkers - Weekly Employees

The ordinary working hours shall be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(c) Part-Time Employees

Accrual of rostered day off credits for part-time employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days actually taken as provided in subclause (iii) of this clause.

(ii) Accrual and Paid Leave:

Each day of paid leave taken (excluding long service/extended leave and workers' compensation/accident] leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, shall be regarded as a day worked for accrual provisions.

(iii) Rostering - Four Week Cycle:

(a) Rostered days off shall be scheduled by mutual agreement between employees and the employer. This does not preclude an individual employee with the employer's agreement, substituting another day for their rostered day off.

(b) Except as provided by paragraph (c) of this subclause, at least four weeks notice shall be given to an employee of the weekday he/she is to be rostered off duty.

(c) In the case of a breakdown of machinery or to meet the requirements of the establishment, the employer may, with the agreement of the majority of employees concerned, substitute another day for the employee's rostered day off.

(d) Under normal conditions, employees on a rostered day off that coincides with a pay day will be paid no later than the working day immediately following pay day.

(e) Rostered days off may accumulate and in the case of school/college locations may be scheduled during vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed between the employer and the employee.

(iv) Rostered Day Off Falling on a Public Holiday:

In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.

(v) Work on Rostered Day Off Duty:

Subject to subclause (iii), Rostering - Four Week Cycle, of this clause, any employee required to work on their rostered day off shall only be paid in accordance with the provisions of clause 18, Overtime, of this Award.

(vi) Sick Leave and Rostered Days Off:

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

7. Rates of Pay

Rates of pay and allowances for classifications covered by this Award are provided for by the Crown Employees Wages Staff (Rates of Pay) Reviewed Award 2012 or any instrument replacing such.

- (i) Weekly Employees - A weekly employee shall be paid according to the rate for the classification as set out in Table 1 of Part B of the Award.
- (ii) Part-Time Employees -
 - General Services Officer Grade 2 (Cleaners)
 - (a) Part-time employees shall be paid at an hourly rate as set out in Table 1 of Part B for all ordinary time worked and for all paid leave.
 - (b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.
 - (c) The hourly rate prescribed by paragraph (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer Grade 2 in subclause (i).

All Other Part time Employees:

- (a) For each hour worked during ordinary time, part time employees shall be paid the hourly equivalent of the appropriate weekly rate of pay prescribed by subclause (i) of this clause plus an additional amount of ten per cent.
- (b) The hourly equivalent for the purposes of this subclause shall be based on 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.
- (c) The hourly equivalent for the purposes of this subclause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off as provided for in paragraph (c) of subclause (i) of clause 6 Rostered Days Off Duty.

A minimum payment of three hours shall be made for each start. Part-time cleaners in small locations may be engaged on two hours per start where the total assessed cleaning area is 500 square metres or more, and no less than one hour per shift where the total assessed cleaning area is less than 500 square metres.

- (iii) Casual Employees:
 - (a) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.
 - (b) A minimum payment of four hours shall be made for each start in the case of security officers and three hours for each start in the case of all other employees.
- (iv) The hourly rates of pay prescribed in subclause (ii) and (iii) of this clause, shall be calculated to the nearest whole cent.

8. Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

9. Additional Rates

(i) Leading Hands Allowance:

Employees placed in charge of other employees shall be paid a weekly amount as set out in Item 1 of Table 2 in addition to their ordinary wages.

(ii) Qualification Allowance:

An employee acting as a leading hand or a caretaker who has successfully completed a Cleaning Supervisors' Course or a course deemed by the employer to be of equivalent qualification, shall be paid an additional weekly amount as set out in Item 2 of Table 2. This amount shall be part of the ordinary rate of pay for all award purposes.

(iii) First Aid Allowance:

An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant shall be paid an additional weekly amount as set out in Item 3 of Table 2.

(iv) Boiler Attendant's Certificate

An employee required to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in Item 4 of Table 2 in addition to the ordinary rate of pay.

(v) Refrigeration Driver's Certificate

An employee required to hold a Refrigeration Driver's Certificate of competency, 1st or 2nd Class (Air Conditioning) shall be paid a weekly allowance as set out in Item 5 of Table 2 in addition to the ordinary rate of pay.

(vi) Contingency Allowance:

Employees engaged on any or all of the following duties

- (a) refuse disposal and/or sorting for incinerators and furnaces,
- (b) cleaning of ablution facilities,
- (c) clearing of minor plumbing blockages,
- (d) receiving appropriate stores or minor repair of non-electrical equipment,

shall be paid a weekly allowance as set out in Item 6 of Table 2.

(vii) Toilet Allowance:

An employee required to work in toilets, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling shall be paid an additional weekly amount as set out in Item 7 of Table 2.

The cleaning of single sex toilets may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the toilets are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer.

The toilet allowance is not applicable for an employee receiving the contingency allowance set out in Item 6 of Table 2.

(viii) Multi-Purpose Machines Allowance:

Employees required to use multi-purpose machines, mobile sweeping machine and other similar mechanical equipment or operate fork lifts shall whilst so employed be paid an additional amount per shift or part thereof as set out in Item 8 of Table 2.

NOTE: A multi-purpose machine is one that performs three or more functions.

(ix) Furniture Removal Allowance:

Cleaners required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in Item 9 of Table 2.

(x) Torches:

Where an employee is required to carry a torch it shall be provided and maintained in full working order by the employer. Employees providing their own torches shall be paid an allowance per shift as set out in Item 10 of Table 2 to cover the replacement of torch globes and batteries.

(xi) Laundry Allowance:

Overalls and coveralls and any uniform where supplied or required to be worn by the employee shall be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 11 of Table 2 may be paid for each ordinary shift worked. In the case of security officers this subclause shall apply to shifts worked in accordance with the provisions of clause 5 (i)(b), Hours of this Award.

(xii) Locomotion Allowance:

An employee required by the employer to use a motor cycle or other motor vehicle shall have such vehicle supplied and maintained by the employer. If the employee uses his/her own vehicle they shall be reimbursed each week for each shift worked at the rate set out in Item 12 of Table 2. The employer shall reimburse the employee for the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business the payment shall be as set out in Item 14 of Table 2 for each shift worked.

The locomotion allowance shall only be paid where the use of a motor vehicle etc. is essential to the performance of an employee's main function.

The locomotion allowance does not apply to caretakers, who are eligible to receive allowances in accordance with Item 13 of Table 2. An employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in Item 13.

(xiii) Motor Vehicle Allowances:

(a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid additional rates as set out in Item 13 of Table 2.

(b) The rates contained in paragraph (a) are based on and shall move in accordance with the "Official Business Rate" payable under the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012as varied, or any replacement award.

(c) Where public transport is available employees may use such transport for approved travel and be reimbursed with the costs incurred.

(d) Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Item 13 of Table 2 up to the cost of the available public transport.

- (e) An employee receiving a motor vehicle allowance pursuant to this subclause shall not also receive a locomotion allowance under Item 12 of Table 2.

10. Shift Allowances

- (i) The following additional allowances for shift work shall be paid to employees other than Caretakers in respect of work performed during ordinary hours of shift as defined in clause 3, Definitions, of this award:

	Percentage
Early Morning Shift	10%
Afternoon Shift	15%
Night Shift, rotating with day or afternoon shift	17.5%
Night Shift, non-rotating	30%

- (ii) Caretakers:

The following additional allowances shall be paid per hour:

Between the hours of 9.00 p.m. and midnight -	15%
Between the hours of midnight and 6.00 a.m. -	30%

- (iii) Broken Shifts

- (a) Employees working broken shifts shall be paid an additional daily amount as set out in Item 15 of Table 2 of Part B of the Award for each day so worked.
- (b) Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in Item 15 of Table 2 of Part B of the Award.

NOTE: An employee receiving broken shift allowance under the provisions of this subclause shall not receive the allowances provided for under subclause (i) and (ii) of this clause.

11. Saturday and Sunday Work During Ordinary Hours

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work	time and one-half
Sunday Work	double time

- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon, the shift work allowances prescribed in clause 10, Shift Allowances, of this award.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

12. Payment of Wages

- (i) All wages shall be paid fortnightly by electronic funds transfer on a Thursday as determined by the employer, and not more than forty-eight hours from the time when such wages become due.
- (ii) Wages may be paid into an employee's bank or other account as specified by the employee. The employer shall specify the day upon which wages shall be paid into such account.
- (iii) An employee kept waiting for wages on a payday shall be deemed to be working during the time kept waiting. When wages are not paid into the employee's bank or other account on the due date, the employee must notify the employer of such. The employer must make every endeavour within two full working days to ensure the appropriate credit is paid into the nominated account, or that the issuing of a

cheque for the appropriate amount is undertaken. This provision will not apply where circumstances preventing payment of wages in such a manner is beyond the employer's control.

- (iv) If payment is not made by the end of the two-day period, the employee is entitled to payment at overtime rates for performance of the next full day's work. The provisions set out in subclauses (i) to (iv) do not apply to periods of employment that are less than one full pay period.
- (v) Casual employees shall be paid within one hour of termination of employment. Wages may in some circumstances be paid by cheque.

13. General Conditions

(i) Security Officers - All Grades

- (a) Security Licence: A Security Officer required to hold a Class 1 or Class 2 Security Licence pursuant to the provisions of the Security Industry Act 1997 shall have the cost of such licence reimbursed by the employer. Reimbursement will be made on completion of each twelve months or five years' service, whichever applies to the term of the licence held.

- (b) Training:

All full-time Security Officers who during their current employment are required to undertake an approved training course nominated by the employer and as required by the provisions of the Security Industry Act 1997 (and Regulations), shall have the costs of such training courses reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.

Reimbursable costs as referred to in paragraph 1(a) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.

Employees shall be granted time off without loss of pay during ordinary hours to attend training courses as referred to in this subclause.

In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:

The rostered shift should be altered so that the employee can attend during ordinary working hours; or

For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or

The employee shall be paid for attending the course at ordinary time rates without the addition of penalties. Such attendance shall not form part of the employee's ordinary roster for the purpose of clause 5, Hours, of this Award.

- (c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.

(ii) Security Officer Grade 2(b) and 2(c)

- (a) Where a Security Officer Grade 2b or 2c (as defined) is provided with accommodation, a deduction may be made from the wages for rent, fuel and lighting. The deduction shall not be more than the amount set out in Item 16 of Table 2.

- (b) An employer shall not require a resident Security Officer Grade 2b or 2c to vacate living quarters during annual leave period for use by a relieving caretaker, unless such arrangements are mutually agreed to between the said employee and the relieving employee.

(iii) General

- (a) Accommodation for Meals: Employers shall allow employees to take their meals, crib breaks or tea breaks in a suitable place protected from the weather. Every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

This provision shall not apply to mobile security officers.

- (b) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.

- (c) Means of Exit: Provision shall be made for an exit for night employees in case of necessity.

- (d) Protective Clothing: In complying with the Occupational Health and Safety Act 2000 the following clothing and equipment will be issued. The clothing shall remain the property of the employer:

Wet weather coat with hood and trousers for employees who are required to work out of doors.

Rubber boots for employees who are required to work in "wet areas", i.e. toilets, ablution blocks and external areas where water is used as part of the cleaning process.

Protective eye wear for employees who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.

Long rubber gloves when using detergents or similar cleaning chemicals.

Leather gloves for employees who are required to collect rubbish bins, carry refuse and sweep outside areas.

Washable broad brim hats for employees who are required to work out of doors.

- (e) Work Clothing : Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where they are required in undertaking duties.

14. Travelling Time and Expenses

Where an employee is sent to work at a place other than their employer's recognised place of business, the employer shall pay all travelling time from the place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer shall pay travelling time back to the place of business. An employee sent for duty to a place other than the employee's regular place of duty or required by the employer to attend a court or inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

15. Outside Duties

All employees covered by this award shall clean outside as required and shall clean above floor or ground level as is safely accessible. Where ladders are used the safety requirements of the Occupational Health and Safety Act 2000 must be complied with.

16. Lifting of Weights

An employee shall not be required to lift by hand or carry weights in a manner that does not accord with the provisions of Chapter 4, Part 4.4, Manual Handling of the Occupational Health and Safety Regulation 2001.

17. Sunday Work

An employee required to perform work on a Sunday shall be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

18. Overtime

- (i) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime each day's work stands alone. All work performed after 12 noon on Saturday shall be paid for at the rate of double time.
- (ii) Meal Allowance - An employee who works overtime for one or more hours on any day or shift after the fixed ceasing time shall be paid for such day a meal allowance as set out Item 17 of Table 2 - Allowances, of Part B Monetary Rates. This applies unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be.
- (iii) Where overtime or extra shifts are required to be worked, preference shall be given to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iv) Where an employee is required to work overtime, the minimum break between the finishing of one period of work or shift and the commencement of another, shall be as set out below:
 - (a) for shift workers, eight hours, including the normal changeover time if any;
 - (b) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having the required period off duty, the employee shall be paid at double ordinary time until released from duty. The employee shall be entitled to be absent without loss of pay for ordinary working time occurring during such absence until they have had the required period off duty.

- (v) For the purposes of this clause ordinary hours shall be inclusive of time worked for accrual purposes as provided for by clause 5, Hours.

19. Call Back

An employee who after leaving their place of employment, is required to return to the employer's premises for any reason other than carrying out rostered duties, shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This payment shall apply whether the employee was notified before or after leaving the place of employment.

This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The employee shall be given at least eight hours off duty, excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given shall be paid at double ordinary rates until such employee has been relieved from duty for a period of eight hours.

20. Mixed Functions

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such a day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.

An employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. Any work of less than one week's duration shall be deemed temporary.

This clause shall not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

21. Sick Leave/Personal Carer's Leave

- (i) The entitlement to sick leave shall be as follows:
- (a) Employees engaged under Schedule 1, Part 1 of the Act except TAFE General Service Officers assigned to work at TAFE premises:
- (1) Shall be entitled to sick leave in accordance with the Public Sector Employment and Management (General) Regulation 1996. The Regulation provides for 15 days sick leave per year. Any untaken leave is cumulative. Sick leave on full pay accrues at the beginning of the calendar year. If an employee commences after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
 - (2) An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Division Head in respect of the absence.
 - (3) An employee shall be put on notice in advance if required by the Division Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (b) TAFE General Service Officers: in accordance with the TAFE NSW Sick Leave Policy published in the TAFE Commission Gazette No. 32 of 20/08/97
- (c) Ministerial Employees, engaged under Ministerial Authority: in accordance with the Uniform Leave Conditions

- (ii) Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in clause 24 is exhausted, the sick leave provisions under clause (i) may be used by an employee to care for a sick dependant.

- (iii) Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
- (1) the employee being responsible for the care and support of the person concerned, and
 - (2) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person 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) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) In special circumstances, the Chief Executive Officer or Managing Director may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c).
 - (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
 - (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
 - (g) Wherever practicable, the employee shall give the Chief Executive Officer or Managing Director prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer or Managing Director beforehand, notification should be given by telephone at the first opportunity on the day of absence.
 - (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

22. Public Holidays

- (i) The days on which the following holidays are observed shall be holidays under this Award, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an additional holiday under this Award, to be granted on one of the three working days between Christmas and New Year's Day. The specific date is to be advised to employees prior to December each year.
- (ii) Except as hereinafter provided -
 - (a) Employees on weekly hiring shall be entitled to the above holidays without loss of pay;
 - (b) Employees shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.
- (iii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked shall be regarded as holiday work. If the

number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.

(iv)

- (a) Where a holiday occurs on the rostered day off of a seven day shift worker who is not required to work on the day, the employee is entitled to a day's ordinary pay in respect of such day. The employer may, in lieu of the payment of a day's ordinary pay, add a day to the recreation leave credit.
- (b) Where the worker is required to work on that day, the employer shall pay the employee a day's ordinary pay in respect of such time, plus time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
- (c) Where the employment of a seven-day shift worker has been terminated and there is an entitlement to payment in lieu of recreation leave with respect to a period of employment, the employee shall also be entitled to an additional payment for each day accrued under this clause at the appropriate ordinary rate of pay. This is provided that payment has not already been made in accordance with paragraph (a), of this subclause.

23. Recreation Leave

(i) The entitlement to recreation leave shall be as follows:

- (a) Employees engaged under Part 1, Schedule 1 of the Act except TAFE General Service Officers assigned to work at TAFE premises: in accordance with the Conditions Award.
- (b) TAFE General Service Officers: in accordance with the TAFE NSW Recreation Leave policy published in the TAFE NSW Gazette No.48 of 11/12/91.
- (c) Ministerial employees, engaged under Ministerial authority: in accordance with the Uniform Leave Conditions.

(ii) Caretakers and Seven-Day Shift Workers -

- (a) In addition to the normal recreation leave provisions, a caretaker or seven-day shift worker, at the end of each year of continuous employment shall be entitled to an additional one week's leave:

If during the year of employment only a portion of it has been served as a caretaker or a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment in those classifications. Where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.

- (b) Where the employment of a caretaker or seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such person also shall be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.

(iii) For the purposes of this clause, a seven-day shift worker means an employee whose ordinary working period includes Sunday and /or holidays on which the employee may be regularly rostered for work.

Redundant as leave is provided in (i)

24. Family & Community Services Leave

(i) The Chief Executive Officer or Managing Director may grant family and community service leave to an employee:

- (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessity
- (ii) Family and Community Services Leave replaces Short leave.
- (iii) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
- (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period
- (iv) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (v) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in Clause 21(iii)a(2).

25. Parental Leave

The entitlement to parental leave shall be as follows:

- (a) Employees engaged Part 1, Schedule 1 of the Act, except TAFE General Services Officers, assigned to work at TAFE premises.: in accordance with the Conditions Award
- (b) TAFE General Services Officers in accordance with the TAFE NSW Maternity Leave policy published in the TAFE NSW Gazette No.10 of 9/6/04.
- (c) Ministerial employees, engaged under Ministerial Authority, in accordance with the Uniform Leave Conditions.

26. Extended Leave/Long Service Leave

- (i) The entitlement to extended leave/long service leave shall be as follows:
- (a) Employees engaged under Schedule 1, Part 1 of the Act except TAFE General Services Officers assigned to work at TAFE premises: in accordance with Schedule 3 of the Act
 - (b) TAFE General Services Officers: in accordance with the TAFE NSW Long Service Leave policy published in the TAFE NSW Gazette No.2 of 16/02/87
 - (c) Ministerial employees, engaged under Ministerial authority in accordance with the Uniform Leave Conditions.

27. Other Forms of Leave

- (i) Employees Engaged under Schedule 1, Part 1 of the Act Except TAFE General Services Officers Assigned to Work at TAFE Premises: in Accordance With the Public Sector Employment and Management (General) Regulation 1996 and the Conditions Award, Or Any Replacement Award,
- (ii) TAFE General Services Officers: relevant TAFE NSW Leave and Absence policies apply

- (iii) Ministerial employees, engaged under Ministerial Authority, : see Uniform Leave Conditions.

28. Anti-Discrimination

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

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

29. Dispute Resolution

Any dispute shall be dealt with in the following manner:

- (i) in the event of a claim, issue or dispute, the employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (ii) Failing agreement, employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the Manager or his/her deputy. The Manager or his/her deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (iii) If no agreement is reached at this stage on the claim, issue or dispute, the matter will be fully reviewed by the Secretary of the union or its representative and senior management. All reasonable steps will be taken to resolve the matter.
- (iv) Failing agreement, the claim, issue or dispute shall be referred to the Industrial Relations Commission of New South Wales for resolution.

- (v) All work shall continue normally while the above procedures are taking place.

30. Non-Reduction of Existing Wages and Conditions

Wages And Conditions

- (i) Employees still in receipt of a 20% part-time loading shall continue to receive such loading under the protection of the Public Sector Employment and Management Act 2002.
- (ii) Existing employees as at 31 January 1992 shall not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this award. However, employees engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.

31. Exemptions

- (i) This award shall not apply to persons currently employed in terms of Determination No. 768 of 1982 - Security Officers and Senior Security Officers, Various Departments, made pursuant to Section 130 of the Public Sector Employment and Management Act 2002 or any variation or replacement thereof.

32. Deduction of Union Membership Fees

- (i) The Union shall provide the employer with a schedule setting out the Union's 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 will be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.
- (v) Unless other arrangements are agreed to by the Department of Education and Training and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

33. Area, Incidence and Duration

- (i) This award shall apply to Crown employees employed under Part 1, Schedule 1 of the Act and who are employed in the classifications contained in this Award or under Ministerial Authority, excluding the County of Yancowinna, within the jurisdiction of the Security and Cleaning, &c (State) Industrial Committee.
- (ii) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Security and General Services) Award published 14 March 2008 (365 IG C6381), as varied.

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Table 1 - Rates of Pay

Rates of pay for this award are now contained in the Crown Employees Wages Staff (Rates of Pay) Reviewed Award 2012.

Rates of Pay Classification	Per week as at 1.7.10 + 4% \$
Security Officer	
Grade 1	752.00
Grade 2	778.30
Grade 3	813.90
General Services Officer	
Grade 1	671.00
Grade 2	728.90
Grade 3	752.00
Part-time Employees - General Services Officer Grade 2 (Cleaners)	20.74

Application to school based employees of Department of Education and Training

Clause 7 Rates of Pay Classification	Per week as at 1.7.07 + 4% \$	Per week as at 1.7.08 + 4% \$	Per week as at 1.7.09 + 4% \$	Per week as at 1.7.10 + 4% \$
Security Officer				
Grade 1	720.50	749.30	779.30	810.50
Grade 2	745.70	775.50	806.50	838.80

Application to employees of New South Wales TAFE Commission

Clause 7 Rates of Pay Classification	Per week as at 1.7.10 + 4% \$
General Services Officer	
Grade 2	785.40

CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD - WORK RELATED ALLOWANCES

Clause 9 - Additional Rates	As at 1.7.10 + 4% \$
(i) Leading Hands Allowance: (per week)	
1 - 5 employees	32.20
6 - 10 employees	36.70
11-15 employees	47.80
16-20 employees	55.10
Over 20 employees - for each employee over 20 an additional 49 cents is paid	55.10
(ii) Qualification allowance (per week)	21.70
(iii) First Aid Allowance (per week)	16.60
(iv) Boiler Attendants Certificate (per week)	14.10
(v) Refrigeration Drivers Certificate (per week)	14.10
(vi) Contingency Allowance (per week)	
1-10 Hours per week	8.80
11 to 25 hours per week	13.80
26 to 38 hours per week	18.50
(vii) Toilet allowance (per week)	11.00
(viii) Multi-Purpose Machines Allowance - per shift	2.68
(ix) Furniture removal allowance - per shift	2.68
(x) Torches - per shift	0.89
(xi) Laundry allowance - per shift	1.85
(xii) Locomotion allowance - per shift	29.47
(xiii) Bicycle allowance - per shift	2.32
Clause 10 (iii)(a)(b) Shift Allowances	
Broken Shifts allowance (per day)	13.54
Excess Fares allowance (per week)	8.60
Clause 13(ii) General Conditions	
Accommodation deduction (per week)	16.87

Application to school based employees of Department of Education and Training

Clause 8 - Additional Rates	As at 1.7.10 + 4% \$
(i) Leading Hands Allowance (per week)	
1 - 5 employees	34.80
6 - 10 employees	39.40
11-15 employees	51.50
16-20 employees	59.60
Over 20 employees - for each employee over 20 an additional 49 cents is paid	59.60
(v) Contingency Allowance (per week)	
1-10 Hours per week	9.60
11 to 25 Hours per week	14.70
26 to 38 Hours per week	19.90

Application to employees of New South Wales TAFE Commission

Clause 8 - Additional Rates	As at 1.7.10 + 4% \$
(i) Leading Hands Allowance (per week)	
1 - 5 employees	34.80
6 - 10 employees	39.40
11-15 employees	51.50
16-20 employees	59.60
Over 20 employees - for each employee over 20 an additional 49 cents is paid	59.60
(iii) First Aid allowance (per week)	18.20
(x) Laundry allowance - per shift	2.07

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SENIOR OFFICERS SALARIES) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 78 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements
5.	Grievance and Dispute Settling Procedure
6.	Savings of Rights
7.	Anti-Discrimination
8.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This Award shall be known as the Crown Employees (Senior Officers Salaries) Award 2012.

2. Definitions

"Act" shall mean the Public Sector Employment and Management Act 2002.

"Award" shall mean this Crown Employees (Senior Officers Salaries) Award 2012.

"Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

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

"Director-General, Department of Premier and Cabinet is as established under the Public Sector Employment and Management Act 2002.

3. Salaries

- (i) All officers will be paid in accordance with the salary structure as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Pay movements within each grade will be incremental (12 months) subject to satisfactory conduct and service.
- (iii) There is to be no broadbanding of grades.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An officer may elect, subject to the agreement of the Department or agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement Award.

5. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) An officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- (vi) The Department Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (vii) If the matter remains unresolved, the Division Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) An officer, at any stage, may request to be represented by the Association.
- (ix) The officer or the Association on their behalf, or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, Division Head and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

6. Savings of Rights

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the and Crown Employees (Public Sector - Salaries 2008) Award or an Award replacing that Award, Senior Officers will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

7. Anti-Discrimination

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

"Nothing in 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

- (i) This award shall apply to all Senior Officers of the New South Wales Public Service.
- (ii) Officers are entitled to the conditions of employment provided by this award and by the Public Sector Employment and Management Act 2002 and the Public Sector Employment and Management Regulation 2009. The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 and Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards, also apply to officers covered by this award, except where specifically varied by this award.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 March 2012.

Changes made to this award subsequent to it first being published on (364 I.G. 43) have been incorporated into this award as part of the review.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

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

Senior Officer Classification

Classifications and Grades	First pay period to commence on or after 1/7/11 Per Annum \$
Grade 1 Year 1	136,651
Year 2	147,245
Grade 2 Year 1	149,737
Year 2	160,294
Grade 3 Year 1	165,658
Year 2	181,844

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TRANSFERRED EMPLOYEES COMPENSATION) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 82 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Parties to the Award
3.	Intent and Application
4.	Definitions
5.	Notice of Transfer
6.	Leave
7.	Travelling and Meal Expenses
8.	Temporary Accommodation Benefits - Commercially Rented
9.	Temporary Accommodation Benefits - Privately Rented
10.	Removal and Storage Expenses
11.	Depreciation and Disturbance Allowance
12.	Education of Children
13.	Reimbursement of Transaction Expenses
14.	Reimbursement of Incidental Costs
15.	Retirement and Death Benefits
16.	Additional Benefits
17.	Existing Entitlements
18.	Anti-Discrimination
19.	Grievance and Dispute Settling Procedures
20.	Area, Incidence and Duration

2. Parties to the Award

The parties to this award are:

Director-General, Department of Premier and Cabinet, and

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Intent and Application

- 3.1 The intent of the parties to this award is to provide reimbursement towards expenses of staff members transferred to work in a new location which, by necessity of that transfer, requires them to relocate their principal place of residence in accordance with the decision of Boland J, President of 17 September 2008 in matters nos. IRC 445 and 879 of 2008.

- 3.2 Where an existing or a new staff member is otherwise ineligible for the benefits of this award a Division Head may offer in writing to the new or existing staff member any or all of the benefits available under this award on recruitment or appointment as part of an attraction and retention measure. The benefits must be clearly detailed in writing at the time of appointment. Such offers may also be made to temporary staff members.
- 3.3 Where two staff members who cohabit relocate together to the same location, reimbursement of expenses must not be claimed twice eg conveyance and stamp duty. Where applicable, both may claim the leave concessions.

4. Definitions

- 4.1 "Association" shall mean the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- 4.2 "Division Head" is as defined in the Public Sector Employment and Management Act 2002.
- 4.3 "Principal Department" is as defined in the Public Sector Employment and Management Act 2002.
- 4.4 "Director-General, Department of Premier and Cabinet " is as defined in the Public Sector Employment and Management Act 2002.
- 4.5 "Dependant" means a person who lives in the principal place of residence of the member of staff and who is wholly or in part dependent on the staff member for support.
- 4.6 "Excess rent" is rent which is paid for a private rental property in a new location which is above the affordable rate for the staff member as defined in clause 9, Temporary Accommodation Benefits - Privately Rented of this award.
- 4.7 "Family member" is as defined in clause 81, Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 4.8 "Reimbursement" or "reimbursed" means payment of an expense by the employer which is actually incurred by the staff member, which the Department Head is satisfied is reasonable, and for which adequate evidence is produced by the staff member.
- 4.9 "Staff member" means an officer or departmental temporary employee as defined in the Public Sector Employment and Management Act 2002.
- 4.10 "Transferred Employee" means a staff member who has been assigned to a new location and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include a staff member transferred:
- (a) at own request;
 - (b) who has applied for a position and obtained it through a merit selection process; or
 - (c) under an arrangement between officers to exchange positions; or
 - (d) who can reasonably commute to the new location; or
 - (e) where the old location and the new location are part of the metropolitan area i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
 - (f) on account of any misconduct;
- unless the Division Head otherwise approves.

5. Notice of Transfer

- 5.1 The Division Head will give, in writing, as long a period of notice of transfer as is practicable. A transferred employee will not be transferred with less than ten working days notice in writing except in special or urgent circumstances.

6. Leave

- 6.1 Transferred employees will be given special leave of up to five working days as necessary to carry out any of the following activities:
- 6.1.1 Visit the new location to obtain accommodation
 - 6.1.2 Prepare and pack personal and household effects prior to removal
 - 6.1.3 Arrange storage
 - 6.1.4 Travel to the new location for the purpose of commencing duty
 - 6.1.5 Clean the premises being vacated
 - 6.1.6 Occupy and settle into the new premises.
- 6.2 If satisfied that the activities referred to above cannot be completed within five working days, the Division Head may grant additional special leave, as considered necessary.
- 6.3 Subject to operational requirements, where a transferred employee has not been able to secure permanent accommodation at the new location, the transferred employee will be entitled to special leave for the amount of time required to travel to and from their home to enable the transferred employee to spend two consecutive days and nights at home each four weeks. Where a public holiday occurs immediately before or after such leave, the leave will be extended by a day and a night for each such public holiday.
- 6.4 Where this is not practical due to the distance home, a transferred employee will accumulate two days special leave per four weeks until a return home is practical. This leave will be taken at a time suitable to the Division Head and the transferred employee.

7. Travelling and Meal Expenses

- 7.1 A transferred employee shall be entitled to an economy air fare or reimbursement for the use of a private vehicle paid at the casual rate for motor vehicle allowances as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009, on the following basis:
- 7.1.1 For the transferred employee and one member of the household to travel to the new location to seek accommodation.
 - 7.1.2 For the transferred employee and all members of the household to travel to the new location to commence duty. Where the members of the household do not travel with the transferred employee to commence duty the cost of their personal transport will be deferred until such time as they travel to take up residence at the new location.
 - 7.1.3 For the transferred employee proceeding on special leave under subclauses 6.3 and 6.4 of clause 6, Leave of this award.
- 7.2 Where a transferred employee elects to use a private vehicle the motor vehicle allowance shall not exceed the equivalent cost of economy air fares.
- 7.3 Transferred employees travelling to the new location to commence duty who elect to use a private vehicle shall be paid at the official business rate.

- 7.4 When a transferred employee, travels to the new location to seek new accommodation he or she will be reimbursed for overnight accommodation and meals for the journey to and from the new location for two people under clause 26, Travelling Compensation of the Crown Employees (Public Service Conditions of Employment) Award 2009.

8. Temporary Accommodation Benefits - Commercially Provided

- 8.1 Temporary accommodation benefits will be reimbursed for a period of up to four weeks to transferred employees who are relocated and use commercially provided accommodation such as a hotel. Such benefits are available in three forms:

8.1.1 Transferred employees without dependant relatives will be reimbursed up to 50% of the cost of accommodation provided that the total amount to be reimbursed does not exceed \$254 per week.

8.1.2 Transferred employees with dependant relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 for each dependant child 6 years and over (max. contribution \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Transferred Employee and Spouse \$ per annum	Amount \$ per week	Each Dependant Child 6 yrs of age and over (max. contribution \$54 per week) \$ per week
Up to 28,233	218	27
28,234 to 35,980	239	27
35,981 to 46,258	262	27
46,259 to 59,477	324	27
59,478 and over	412	27

- 8.1.3 A transferred employee required to move to the new location ahead of the dependants will be reimbursed up to a maximum of \$254 per week, providing the cost of accommodation is in excess of \$51 per week.
- 8.2 To be eligible for any Temporary Accommodation Benefit a relocated transferred employee is, by necessity, required to vacate the existing residence prior to departure for the new location and secure board and lodging (including for dependants, where applicable) at the new location pending a residence becoming available.
- 8.3 This clause will not apply to Government-owned residences.
- 8.4 Where the period of four weeks referred to in subclause 8.1 of this clause is not sufficient for the transferred employee to obtain suitable permanent accommodation, the Division Head will consider each case on its merits but will require full particulars to be supplied.
- 8.5 Temporary Accommodation Benefits will not be paid to more than one person per household.
- 8.6 The Department Head will discontinue payment of Temporary Accommodation Benefits if satisfied the transferred employee has rejected suitable accommodation.

9. Temporary Accommodation Benefits - Privately Rented

- 9.1 Where a transferred employee secures privately rented accommodation (eg a private house) at his or her new location and incurs excess rent then the transferred employee shall receive assistance as per the table below:

Officer with 2 or more dependant children	\$68 per week
Officer with 1 dependant child	\$59 per week
Officer without dependant children	\$51 per week

9.2 The formula for excess rent is as follows.

Excess rent in respect of any transferred employee means rent in excess of the staff member's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"Staff member's weekly contribution" shall be the "Contribution" as above multiplied by 7 and divided by 365.25

The formula for calculating a staff member's weekly contribution is based on:

- (a) 15% of the salary of a General Scale Clerk, Step 10 A&C
- (b) 20% of the salary of Clerk, min. Grade 4 A&C
- (c) 25% of the salary of Clerk, min. Grade 7 A&C

In the event of movement in the salaries for these classifications in the Crown Employees (Administrative and Clerical Officers - Salaries) Award, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, A&C and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

- 9.3 Division Heads may require transferred employees to show evidence of difficulties in obtaining cheaper private accommodation, including the provision by a transferred employee of a statutory declaration.
- 9.4 In exceptional circumstances, Division Heads may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

10. Removal and Storage Expenses

- 10.1 A transferred employee shall be entitled to reimbursement for the costs incurred in removing personal and household effects to the new location, including:
- 10.1.1 Expenses reasonably incurred by transferred employees and their families for meals and accommodation during the course of the journey.
 - 10.1.2 Cost of transporting a second vehicle by either rail, road transport or driving (motor vehicle allowance to be paid at the casual rate) to the transferred employee's new location.
 - 10.1.3 Cost of insuring furniture and effects whilst in transit up to an amount of \$38,000. If the insured amount exceeds that amount, the case may be referred to the Division Head for consideration.
 - 10.1.4 An advance payment to cover the whole or part of the removal expenses provided that the transferred employee repays any unused portion within one month of incurring the cost of removal, unless the Division Head otherwise approves.

10.1.5 Meal and accommodation expenses reasonably incurred where, due to circumstances beyond the control of the transferred employee, the furniture and household effects arrive late at the new location, or are moved before the transferred employee's departure from the former location.

10.2 Where the Division Head is satisfied that a transferred employee is unable to secure suitable accommodation at the new location and is required to store furniture, reimbursement for the cost of transport and storage will be made. The transferred employee shall also be allowed the cost of insurance of furniture while in storage on the same basis as prescribed in paragraph 10.1.3 of this clause.

11. Depreciation and Disturbance Allowance

11.1 Where the Division Head is satisfied that the transferred employee has removed a substantial portion of the household's furniture, furnishings and fittings, the transferred employee will be paid a Depreciation and Disturbance Allowance of \$1,126 compensation for the accelerated depreciation of personal and/or household effects to the value of \$7,037 or pro rata if the value is less.

12. Education of Children

12.1 A transferred employee will be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependant child undertaking Year 12 where the elected subjects are not available at a school in the transferred employee's new location. The transferred employee will be required to provide a certificate from the Department of Education and Communities confirming that the elected subjects are not available at the transferred employee's new location.

12.2 A transferred employee will be reimbursed costs for the replacement of essential school clothing and ancillary items for each dependant child required to change schools as a result of the staff member's transfer from the former location to the new location subject to advice from the new school.

13. Reimbursement of Transaction Expenses

13.1 A transferred employee who sells a residence at the former location and buys a residence (or land upon which to build a residence), as a result of the transfer to the new location, will be reimbursed for Transaction Expenses.

13.2 Such Transaction Expenses will include:

13.2.1 Professional costs and disbursements of a solicitor or registered conveyancing company;

13.2.2 Stamp duty on the purchase;

13.2.3 Real estate agent commission on the sale of former residence;

13.2.4 Registration fees on transfers and mortgages on the residence, or the land and a house erected on the land;

13.2.5 Stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions for the sale and purchase.

13.3 Transaction expenses will only be paid where the sale and purchase are completed up to 2 years after any relocation.

13.4 Other than for stamp duty as detailed in subclause 13.5 of this clause, a maximum property value of \$520,000 per property for sale and purchase will determine the limit of Transaction Expenses paid to a transferred employee.

13.5 Stamp duty will be paid in full where occupation of the residence occurs within fifteen months from the date of commencement at the new location. Where occupation of the residence occurs after 15 months but within 2 years from the date of commencement at the new location, reimbursement of stamp duty will not exceed the property value of \$520,000.

- 13.6 Transaction Expenses will be paid where the sale and purchase transactions are completed no earlier than 6 months prior to commencing work at the new location.
- 13.7 The Division Head may consider payment of transaction expenses on a sale and/or purchase of a residence more than 2 years after relocation, if satisfied there is good reason. The transferred employee must provide full details of why the sale and/or purchase could not be completed within the 2 year period.
- 13.8 A transferred employee who does not sell a residence at the former location, but buys a residence at the new location (or land upon which to build a residence), shall be entitled to reimbursement for Transaction Expenses outlined in this clause, provided the transferred employee enters into occupation within 15 months of transfer to the new location.

14. Reimbursement of Incidental Costs

- 14.1 The transferred employee will receive reimbursement for the following Incidental Costs of relocation:
- 14.1.1 Council rates and charges levied upon an unsold former residence for any period during which the former residence remains untenanted to allow the sale of the property of the relocating transferred employee;
- 14.1.2 Gas and electricity connection costs to the new residence, and telephone connection provided the telephone was connected at the transferred employee's former residence;
- 14.1.3 Survey certificates and pest inspection costs for the new residence;
- 14.1.4 Mail re-direction from the former residence to the new residence for 1 month.

15. Retirement and Death

- 15.1 Upon retirement from the Public Service the transferred employee will enjoy the benefits of clause 10, Removal and Storage Expenses of this award for relocation to a place of their choice within the State of NSW provided the transferred employee's relocation is effected within 12 months following the date of retirement.
- 15.2 In the event a transferred employee dies, the partner and dependant children or dependant relatives will enjoy the benefits of clause 10, Removal and Storage Expenses of this award for relocation to a single place of their choice within the State of NSW. Claims under this subclause may be made up to 12 months after the death of the transferred employee.
- 15.3 For retirement and death the maximum amount of reimbursement will be limited to that payable had the transferred employee moved to the place of original recruitment to the Public Service.
- 15.4 "The place of original recruitment" means the address of the workplace where the transferred employee first began duty with the NSW Public Service.

16. Additional Benefits

- 16.1 Subject to approval from the Director-General, Department of Premier and Cabinet, a Division Head may offer additional support or benefits not specifically referred to in this award to assist in the attraction, recruitment or relocation of a staff member to a location. For example this may include assistance with housing, education or career development expenses.

17. Existing Entitlements

- 17.1 This award shall not operate to deprive a transferred employee assigned to work at a new location, prior to the making of this award, of any existing entitlements to compensation.

18. Anti-Discrimination

- 18.1 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.
- 18.2 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.
- 18.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 18.4 Nothing in this clause is to be taken to affect:
- 18.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 18.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 18.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - 18.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 18.5 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.
- 18.5.1 Employers and staff members may also be subject to Commonwealth anti-discrimination legislation.
 - 18.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

19. Grievance and Dispute Settling Procedures

- 19.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Division, if required.
- 19.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 19.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- 19.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- 19.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- 19.6 The Division Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- 19.7 If the matter remains unresolved, the Division Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 19.8 A staff member, at any stage, may request to be represented by the Association.
- 19.9 The staff member or the Association on their behalf, or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 19.10 The staff member, Association, Division and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 19.11 Whilst the procedures outlined in subclauses 19.1 to 19.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

20. Area, Incidence and Duration

- 20.1 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 27 March 2012.
- 20.2 Changes made to this award subsequent to it first being published on 28 August 2009 (368 I.G.1521) have been incorporated into this award as part of the review.
- 20.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

CROWN EMPLOYEES NURSES' (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 167 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete all references to "Department of Health" or "Health Department" throughout the award, published 25 March 2011 (371 I.G. 377) and insert in lieu thereof the following:
"Ministry of Health"
2. Delete all references to "Department" throughout the award and insert in lieu thereof the following:
"Ministry"
3. Delete in clause 2 Definitions, the definition "Association" and insert in lieu thereof the following:
The "Association" means the New South Wales Nurses' Association of 50 O'Dea Avenue, Waterloo.
4. Delete subclause (c) of clause 13, Area, Incidence and Duration and insert in lieu thereof the following:
(c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 March 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

(1906)

SERIAL C7768

**ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE
THEATRE AND CONCERT - AWARD 1998 [AP780276CAV]**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 166 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Entertainment and Broadcasting Industry - Live Theatre and Concert - Award 1998 [AP780276CAV] be rescinded on and from 27 March 2012.

C.G. STAFF *J*

Printed by the authority of the Industrial Registrar.

HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 168 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement of the award published 24 April 2009 (367 I.G. 1083) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
6.	Area, Incidence and Duration
3.	Grading Committee
2.	Classifications
4.	Conditions of Service
1.	Definitions
5.	Savings Provision

PART B

Table 1 - Salary Rates

2. Delete the definition of "employer" in clause 1, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General)..

3. Delete the definition of "Health Service" in clause 1, Definitions, and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act and an Affiliated Health Organisation constituted under section 13 of that Act.

4. Delete the definition of "Psychologist in Training" in clause 1, Definitions and insert in lieu thereof the following:

"Psychologist in Training" means an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer, and who is eligible for provisional registration with the Psychology Board of Australia. Such employees will be provided with appropriate supervision to enable the employee to attain registration with the Psychology Board of Australia as a Psychologist.

5. Delete the definition of "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means HSUeast.

6. Delete subclause A, Psychologists of Clause 2, Classifications and insert in lieu thereof the following:

A. Psychologist

(i) Academic and Registration Requirements

A Psychologist is an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or a qualification deemed equivalent by the employer.

The Psychologist classification includes both Psychologists in Training and Psychologists who have full registration with the Psychology Board of Australia.

A Psychologist in Training shall commence at year 1 of the scale for Psychologist.

Provided that where a Psychologist has already met the criteria for full registration, and has full registration with the Psychology Board of Australia, they shall commence at year 3 of the scale for Psychologist.

Provided further that until such time as a Psychologist has met the criteria for full registration and is registered with the Psychology Board of Australia, the employee shall not progress past the salary rate applying for Psychologist 2nd year of service.

(ii) Characteristics

(a) Tasks

Psychologists are trained in the independent application of existing treatment techniques and assessment procedures to a range of behavioural and emotional disorders.

Psychologists facilitate change in attitudes and behaviour related to health and illness, for the purpose of preventing and relieving distress or dysfunction and to promote subjective well-being and personal development.

(b) Judgement and Problem Solving

Psychologists evaluate psychological factors affecting maladaptive behaviour and provide individual counselling services, therapeutic interventions, group programs and case management in the areas of (but not limited to) anger management, parenting skills, stress management, social skills training, assertiveness training, mental health and problem addictions.

Psychologists undertake psychometric testing eg intelligence, personality and vocational, consistent with Psychology Board of Australia competencies.

(c) Supervision and Independence

Psychologists may work independently with clinical supervision from a more senior psychologist.

Psychologists may provide clinical supervision to less experienced psychologists.

Psychologists with three or more years of post-registration experience are eligible to supervise Psychologists in Training for registration purposes after having successfully undertaken the Psychology Board of Australia certified supervision workshop.

(d) Organisational Relationships and Impact

Psychologists may contribute to service planning and policy development.

Psychologists may participate in psychological research and evaluation projects as required.

Psychologists may be involved in the provision of in-services to staff and students.

Psychologists may formulate management and case plans.

Psychologists undertake liaison with relevant internal and external stakeholders.

7. Delete paragraph (ii) of subclause B, Senior Psychologist, of Clause 2, Classifications and insert in lieu thereof the following:

(ii) Academic and Registration Requirements

An employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer and who is registered as a psychologist with the Psychology Board of Australia.

Employees appointed at the Senior Psychologist level shall satisfy the criteria for the Psychologist classification, and have completed a minimum of one year at the 9th year of service and thereafter point on the salary scale for Psychologist. Employees appointed to this classification shall demonstrate to the satisfaction of the employer by their work performed and the results achieved, together with their aptitude, abilities and other attributes, that appointment at this level is warranted on merit.

8. Delete subparagraph (d) of paragraph (i) of subclause E, Principal Psychologist, of Clause 2, Classifications and insert in lieu thereof the following:

(d) Advisory, with the Principal Psychologist:

(1) operating in a senior advisory role to the Health Service and developing systems to ensure a high level of professional functioning of psychologists in that Health Service, such as organising regular continued professional development for Psychologists, maintaining and enhancing professional ethics and conduct, supporting Ministry of Health objectives via evidence based methods and evaluation; and

(2) teaching specialised clinical skills to other psychologists and/ or students;

9. Delete Clause 5, No Extra Claims and renumber remaining clauses accordingly.

10. Delete renumbered clause 6, Area, Incidence and Duration and insert in lieu thereof the following:

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health and Community Employees Psychologists (State) Award published 10 March 2006 (357 IG 970) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 169 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete Arrangement of the award published 24 April 2009 (367 I.G. 1089) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
7.	Anti-Discrimination
8.	Area, Incidence and Duration
5.	Conditions of Service
1.	Definitions
6.	Dispute Resolution
4.	Exemptions
3.	Leading Hands
2.	Salaries and Wages

PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - Allowances

2. Delete subclause (xviii) of clause 1, Definitions and insert in lieu thereof the following:
- (xviii) Employer means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General).
3. Delete subclause (xxii) of clause 1, Definitions and insert in lieu thereof the following:
- (xxii) Health Service means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.
4. Delete subclause (l) of clause 1, Definitions and insert in lieu thereof the following:
- (l) Union means HSUeast.
5. Delete clause 6, No Extra Claims, and renumber subsequent clauses accordingly.
6. Delete renumbered clause 8, Area, Incidence and Duration, and insert in lieu thereof the following:-

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees (State) Award published 3 March 2006 (357 IG 737) and all variations thereof.
 - (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
 - (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
 - (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.
7. Delete two paragraphs appearing below the Grade item "Trainee Neurophysiological Technician" in Table 1 of Part B, Monetary Rates, and insert in lieu thereof the following:-

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 Ministry of Health to be appropriate.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

(721)

SERIAL C7873

HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 170 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement of the Award published 24 April 2009 (367 I.G. 1108) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
4.	Conditions of Service
1.	Definitions and Work Level Statements
5.	Dispute Resolution
3.	Higher Skills
2.	Salaries and Wages

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

2. Delete definition of "Union" in clause 1, Definitions and Work Level Statements, and insert in lieu thereof the following following:

"Union" means HSUeast.

3. Delete definition of "Health Service" in clause 1, Definitions and Work Level Statements, and insert in lieu thereof the following following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

4. Delete clause 5, No Extra Claims, and renumber subsequent clauses accordingly.
5. Delete renumbered clause 7, Area, Incidence and Duration, and insert in lieu thereof the following:-

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Administrative Staff (State) Award published 31 March 2006 (358 IG 741) and all variations thereof.

- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

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HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 171 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete Arrangement of the Award published 24 April 2009 (367 I.G. 1114) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
5.	Anti-Discrimination
6.	Area, Incidence and Duration
3.	Conditions of Service
1.	Definitions
4.	Dispute Resolution
2.	Salaries

PART B**MONETARY RATES**

Table 1 - Salaries

2. Delete definition of "Employer" in clause 1, Definitions and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General)..

3. Delete definition of "Union" in clause 1, Definitions and insert in lieu thereof the following:

"Union" means HSUeast.

4. Delete clause 4, "No Extra Claims" and renumber subsequent clauses accordingly.

5. Delete renumbered clause 6, Area, Incidence and Duration, and insert in lieu thereof the following:

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Computer Staff (State) Award published 31 March 2006 (358 IG 736) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.

- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES DENTAL OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 173 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete Arrangement of the award published 26 June 2009 (368 I.G. 402) an insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Service
3.	Salaries
4.	Classifications
5.	Transitional Arrangements
6.	Area, Incidence and Duration

2. Delete the definition "Department" in clause 1, Definitions, and insert in lieu thereof the following:

"Ministry" means the Ministry of Health.

3. Delete the definition of "Dental Officer" in clause 1, Definitions, and insert in lieu thereof the following:

"Dental Officer" means a person appointed as such by a hospital who holds a dental qualification registrable with the Dental Board of Australia.

4. Delete the definition of "Service" in clause 1, Definitions, and insert in lieu thereof the following:

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this award in any one or more New South Wales public health organisations or any other organisations deemed acceptable by the Ministry.

5. Delete the definition of "Specialist" in clause 1, Definitions, and insert in lieu thereof the following:

"Specialist" means a person appointed by the hospital who:

- (a) holds a dental qualification registrable in Australia;
- (b) after full registration has spent not less than six years in the practice of dentistry whether in New South Wales or elsewhere, deemed by the hospital to be of equivalent standing;
- (c) has spent not less than four years in supervised specialist training and/or experience, and either:
 - (1) has obtained an appropriate dental qualification in his/her speciality acceptable to the hospital, or

- (2) is deemed by the Department to be a specialist by recognition of his/her experience and demonstrated performance at specialist level.
6. Delete the definition of "Union" in clause 1, Definitions, and insert in lieu thereof the following:
- "Union" means HSUeast.
7. Delete subparagraph (ii) of paragraph (b) of subclause 4.3, of clause 4, Classifications, and insert in lieu thereof the following:
- (ii) widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures. This may include the attainment of a Fellowship or Membership of the Royal Australasian College of Dental Surgeons (RACDS) or equivalent organisation as recognised by the Ministry of Health.
8. Delete paragraph (e) of subclause 4.4, of clause 4, Classifications and insert in lieu thereof the following:
- (e) Roles that may be undertaken at level 4 include, but are not limited to, the following:
- Level 4 - Clinical Stream
- Level 4 dental officers are experienced dentists who are:
- (i) widely recognised for their exceptional competence in general dental work and have a proven record for carrying out a broad range of advanced and complex dental procedures.
- (ii) maintain a clinical caseload and provides:
- clinical education in the area of expertise through in-service training to under-graduate and/or post-graduate students;
- in-service to other dental officers in their clinical specialist area of expertise;
- consultation and advice to specialist teams across an area or geographic or clinical network; and
- discipline specific professional supervision and leadership either within a facility or across facilities and/or Local Health District(s).
9. Delete paragraph (a) of subclause 4.6, of clause 4, Classifications, and insert in lieu thereof the following:
- (a) Employees occupying positions as specialists who have satisfied the full requirements of the Dental Board of Australia in a recognised speciality will be appointed to the Specialist scale in accordance with their years of experience in the speciality.
10. Delete subparagraph (i) of paragraph (a) of subclause 4.7, of clause 4, Classifications, and insert in lieu thereof the following:
- (i) Hospital specialists provide specialist services in an area of work that is not a specialty recognised by the Dental Board of Australia
11. Delete paragraph (b) of subclause 4.8, of clause 4, Classifications, and insert in lieu thereof the following:
- (b) Except in exceptional circumstances, this appointment would follow about 10 years of experience as a specialist. This classification is not available to hospital specialists. This appointment is considered upon application by or on behalf of an individual board specialist to

the Medical and Dental Advisory Committee of the Local Health District(s). Appeal of any such decision lies with the Chief Dental Officer.

12. Delete subclause 4.10, of clause 4, Classifications, and insert in lieu thereof the following:

4.10 Area Directors of Oral Health Clinical Services

- (a) Positions at this level lead, direct and co-ordinate all public sector oral health services within a Local Health District(s). They have significant responsibility for the human physical and financial resources under their control. Positions at this level will also make a major contribution towards the development and achievement of the strategic directions of the Area.
- (b) The position exercises a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources. It will also make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients and the organisation from the practice of other dental officers and staff. The position makes strategic management and service development decisions.
- (c) Positions at this level may include operational and strategic roles but are not limited to the following:
 - (i) professional responsibility with regard to strategic workforce and service development and professional practice across an AHS;
 - (ii) provides professional co-ordination and leadership across an area to department heads and acts as a central point of contact for strategic consultation and liaison with Senior Executive management;
 - (iii) a dual role of department head within a facility;
 - (iv) required to provide an expert speciality consultancy role in their area of expertise; and
 - (v) involved in the provision of training to staff within the Local Health District(s).
- (d) There will be three levels of Area Director of Clinical Services reflecting the size of the Local Health District(s) and the complexity and mix of the dental facilities within it.
- (e) Area Director of Oral Health Clinical Services - Level 1

The level 1 reports to a health services manager responsible for oral health services. This is the lead dentist in an Local Health District(s) that provides the usual range of oral health services from community clinics but does not have

 - (i) a dental teaching hospital where dental specialist services are also provided
 - (ii) a Rural and Regional Centre of Oral Health or
 - (iii) a dental clinical school.
- (f) Area Director of Oral Health Clinical Services - Level 2

The level 2 reports to a health services manager responsible for oral health services. This is the lead dentist in an Local Health District(s) that provides the usual range of oral health services from community clinics but:

 - (i) does not have a dental teaching hospital,
 - (ii) has a Rural and Regional Centre of Oral Health and/or
 - (iii) a dental clinical school.

(g) Area Director of Oral Health Clinical Services - Level 3

The level 3 would also have the role of health services manager responsible for oral health services. This is the lead dentist in a Local Health District(s) that provides the usual range of oral health services from community clinics, and, in addition, has:

- (i) a dental teaching hospital where dental specialist services are also provided
- (ii) a Rural and Regional Centre of Oral Health and/or
- (iii) a dental clinical school.

13. Delete clause 6, No Extra and renumber subsequent clauses accordingly.

14. Delete renumbered Clause 6, Area, Incidence and Duration, and insert in lieu thereof the following clause:

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Dental Officers (State) Award published 3 March 2006 (357 IG 805) 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 the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

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(1421)

SERIAL C7876

HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 174 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete Clause 1, Arrangement, of the award published 26 June 2009 (368 I.G. 409) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Transitional Arrangements
5.	Previous Industry Service
6.	Salaries and Allowances
7.	Conditions of Service
8.	Grading and Classification of Officers
9.	Area, Incidence and Duration

2. Delete the definition of "Union" in clause 2, Definitions, and insert in lieu thereof the following:

"Union" means the HSUeast.

3. Delete the definition of "Department" in clause 2, Definitions, and insert in lieu thereof the following:

"Ministry" means the Ministry of Health.

4. Delete the definition of "Service" in clause 2, Definitions, and insert in lieu thereof the following:

"Service" unless the context otherwise indicates or requires means service or experience as a Dental Technician before and/or after commencement of this award in any one or more New South Wales public health organisations or any other organisation acceptable to the Ministry.

5. Delete definition of "Industry Service" in clause 2, Definitions, and insert in lieu thereof the following:

"Industry Service" unless the context otherwise indicates or requires means service before and/or after commencement of this award in any hospital and/or laboratory acceptable to the Ministry.

6. Delete paragraph (c) of subclause 3.1 of clause 3, Classifications, and insert in lieu thereof the following:

(c) Dental Technician Level 2 means a Dental Technician who fulfils the following criteria:

- (i) having at least 3 years experience as a registered dental technician; and

- (ii)
 - (a) successful completion of the first year of the Dental Prosthetics course conducted by NSW TAFE; or
 - (b) having qualifications deemed by the Ministry to be equivalent to the first year of the Dental Prosthetics course; and
 - (iii) demonstrating skills in excess of those required of a Dental Technician Grade 1; and
 - (iv) being proficient in, and spending the major part of their time engaged in, one or more of the following areas of work;
 - orthodontic appliances;
 - cast metal denture techniques;
 - crown and bridge;
 - osseo-integrated implant technology;
 - maxillo facial and complicated prosthetics, including over-dentures, oburators, precision attachments and magnets, occlusal splints, complete and partial dentures requiring complicated (that is crossbite, class II and class III jaw relationship) tooth arrangements in balanced occlusion.
7. Delete paragraph (f) of subclause 3, of clause 3, Classifications and insert in lieu thereof the following:
- (f) Specialised Dental Technician Level 5 means a dental technician appointed to such a position and who undertakes most of the following duties/ role:
 - (i) master or highly skilled technician with technical skills and proficiency above that which would be expected of a fully proficient level 3;
 - (ii) specialist in an area of their profession and relied on for advice in this field;
 - (iii) undertakes complex independent scientific, technical or specialist work and analysis;
 - (iv) contributes to the development of standards relating to the sector, program or profession;
 - (v) develops technical or professional standards for the organisation;
 - (vi) provides professional leadership, education and development of staff in area of professional expertise;
 - (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
 - (viii) manages complex and significant state-wide, in-house services provided by dental technicians. (Such services provided on a Local Health District(s)-wide basis would be managed by a technician at level 4.)
8. Delete clause 9, No Extra Claims and renumber subsequent clauses accordingly.
9. Delete renumbered clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:-

9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Dental Technicians (State) Award published 24 March 2006 (358 IG 355) 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 the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

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HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 175 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement from the award published 24 April 2009 (367 I.G. 1118) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
4.	Conditions of Service
1.	Definitions
5.	Dispute Resolution
3.	Grading Committee
2.	Salaries

PART B**MONETARY RATES**

Table 1 - Salaries

2. Delete definition of "Assistant Engineer" in clause 1, Definitions, and insert in lieu thereof the following:

"Assistant Engineer" means a person appointed as such to an established position as approved by the employer and who has acquired membership of the Institute of Hospital Engineering, Australia - NSW Branch or such other qualifications as the employer deems appropriate, provided that all persons employed and classified as assistant engineers in public hospitals at the operative date of this award shall be deemed to hold qualifications to the level required by this award.

3. Delete definition of "Engineer" in clause 1, Definitions, and insert in lieu thereof the following:

"Engineer" means a person appointed as such to an established position as approved by the employer and who has acquired membership of the Institute of Hospital Engineering, Australia - NSW Branch or such other qualifications as the employer deems appropriate, provided that all persons employed and classified as engineers in public hospitals at the operative date of this award shall be deemed to hold qualifications to the level required by this award.

4. Delete definition of "Health Service" in clause 1, Definitions, and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

5. Delete definition of "Union" in clause 1, Definitions, insert in lieu thereof the following:

"Union" means HSUeast.

6. Delete subclause (iii) of clause 3, Grading Committee, and insert in lieu thereof the following:

- (iii) Except as otherwise provided, the matters to be referred to the committee shall be:

- (a) any application by an employee for review of the grading of the position he/she occupies if the chief executive officer of the Health Service certifies that in his/her opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the Health Service;
- (b) the grading of any new position;
- (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
- (d) such other cases as the Ministry of Health may approve.

7. Delete clause 4, Conditions of Service, and insert in lieu thereof the following:

4. Conditions of Service

- (i) The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

Provided that clause 9, Overtime, of that award shall not apply to an employee covered by this award who is:

- (a) classified as Engineer, Grade 7; or
- (b) paid an allowance because he/she acts in the capacity of a group engineer or regional engineer; or
- (c) who, following 13 November 1997, is reclassified to a higher grade because he/she acts in the capacity of a group engineer or regional engineer;

and the salary rates of engineers not so entitled to overtime shall be deemed to cover all incidents of employment.

- (ii) In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

8. Delete clause 5, No Extra Claims and renumber subsequent clauses accordingly.

9. Delete renumbered clause 7, Area, Incidence and Duration, and insert in lieu thereof the following:

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Engineers (State) Award published 24 March 2006 (358 IG 358) and all variations thereof.

- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

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(051)

SERIAL C7879

HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 176 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement in Part A of the Award published 24 April 2009 (367 I.G. 1123), and insert in lieu thereof the following:

Arrangement

PART A

Clause No.	Subject Matter
5.	Anti-Discrimination
6.	Area, Incidence and Duration
2.	Conditions of service
1.	Definitions
4.	Dispute Resolution
3.	Salaries and Wages

PART B

MONETARY RATES

Table 1 - Salaries

2. Delete definition of "Employer" in clause 1, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

3. Delete definition of "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means HSUeast.

4. Delete clause 3, No Extra Claims and renumber subsequent clauses accordingly.
5. Delete renumbered clause 6, Area, Incidence and Duration, and insert in lieu thereof the following:

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees General Administrative Staff (State) Award published 31 March 2006 (358 IG 718) and all variations thereof.

- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

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(096)

SERIAL C7853

HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 177 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement of the award published 24 April 2009 (367 I.G. 1126) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
5	Anti-Discrimination
6	Area, Incidence and Duration
3	Conditions of Employment
1	Definitions
4	Dispute Resolution
2	Salaries

Part B - Monetary Rates

Table 1 - Salaries

2. Delete the definition "Employer" in clause 1, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

3. Delete the definition "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means the HSUeast.

4. Delete clause 4, No Extra Claims in entirety and renumber subsequent clauses accordingly.
5. Delete renumbered clause 6, Area, Incidence and Duration, and insert in lieu thereof the following:-

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Interpreters (State) Award published 10 March 2006 (357 IG 944) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

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HEALTH EMPLOYEES ORAL HEALTH THERAPISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 179 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete clause 1, Arrangement of the award published 26 June 2009 (368 I.G. 414), and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification Structure
4.	Transition Arrangements
5.	Anti-Discrimination
6.	Salaries
7.	Conditions of Employment
8.	Area, Incidence and Duration

2. Delete the definition "Department" in clause 2, Definitions, and insert in alphabetical order the following new definition:

"Ministry" means the Ministry of Health.

3. Delete the definition "Dental Therapist" in clause 2, Definitions, and insert in lieu thereof the following:

"Dental Therapist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in preventative and operative dental care of children. A dental therapist must hold the relevant registration from the Dental Board of Australia.

4. Delete the definition "Dental Hygienist" in clause 2, Definitions, and insert in lieu thereof the following:

"Dental Hygienist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in dental hygiene. A dental hygienist must hold the relevant registration from the Dental Board of Australia.

5. Delete the definition "Oral Health Therapist" in clause 2, Definitions, and insert in lieu thereof the following:

"Oral Health Therapist" means a person appointed as such and who holds the relevant registration from the Dental Board of Australia as an oral health therapist or both the registrations of dental therapist and dental hygienist.

6. Delete the definition "Service" in clause 2, Definitions, and insert in lieu thereof the following:

"Service" unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this award in any one or more New South Wales public health organisations or any other organisations deemed acceptable by the Ministry of Health.

7. Delete the definition "Union" in clause 2, Definitions, and insert in lieu thereof the following:

"Union" means HSUeast.

8. Delete paragraphs (b) and (c) of subclause 3.1 of clause 3, Classification Structure, and insert in lieu thereof the following:

(b) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring three years of full time study shall commence on the level 1, year 2 salary

(c) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring four years or more full time study shall commence on the level 1, year 3 salary.

9. Delete paragraph (j) of subclause 3.2 of the said clause 3, and insert in lieu thereof the following:

(j) The allowance paid to sole practitioners at levels 1 and 2 is equal to the difference between the maximum level 2 salary and the minimum level 3 salary.

10. Delete clause 8, No Extra Claims and renumber subsequent clauses accordingly.

11. Delete renumbered clause 8, Area, Incidence and Duration, and insert in lieu thereof the following:

8. Area, Incidence and Duration

(i) This Award rescinds and replaces the Health Employees Dental Technicians (State) Award published 24 March 2006 (358 IG 355) 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 the Health Services Act 1997, or their successors, assignees or transmittes.

(iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.

(iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

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HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 180 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement the award published 24 April 2009 (367 I.G. 1147) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
2.	Competency Criteria
4.	Conditions of Service
1.	Definitions
5.	Dispute Resolution
3.	Salaries

PART B**MONETARY RATES**

Table 1 - Salaries

2. Delete the definition of "Deputy Director of Pharmacy" in clause 1, Definitions, and insert in lieu thereof the following:

"Deputy Director of Pharmacy" means a pharmacist who is appointed as such to an established position and whose function is to assist the Director of Pharmacy in the administration of the Department.

3. Delete the definition of "Employer" in clause 1, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Director-General).

4. Delete the definition of "Health Service" in clause 1, Definitions, and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

5. Delete the definition of "Pharmacist" in clause 1, Definitions, and insert in lieu thereof the following:

"Pharmacist" means a person who is registered as a practicing pharmacist with the Pharmacy Board of Australia.

A Pharmacist who has after registration not less than three years experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

6. Delete the definition of "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means the HSUeast.

7. Delete clause 5, No Extra Claims and renumber subsequent clauses accordingly.

8. Delete renumbered clause 7, Area, Incidence and Duration, and insert in lieu thereof the following:-

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Pharmacists (State) Award published 31 March 2006 (358 IG 721) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 181 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the arrangement of award published 24 April 2009 (367 I.G. 1152) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
6	Anti-Discrimination
7	Area, Incidence and Duration
4	Conditions of Service
1	Definitions
5	Disputes Resolution
3	Exemptions
2	Salaries

PART B - MONETARY RATES

Table 1 - Salaries

2. Delete the definition "Employer" appearing in clause 1, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Director-General).

3. Delete the definition of "Health Service" appearing in the said clause 1, and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

4. Delete definition of "Union" appearing in the said clause 1, and insert in lieu thereof the following:

"Union" means the Health Services Union.

5. Delete clause 5, No Extra Claims and renumber subsequent clauses accordingly.
6. Delete renumbered clause 78, Area, Incidence and Duration, and insert in lieu thereof the following:-

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Technical (State) Award published 14 April 2006 (358 IG 942) and all variations thereof.

- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

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HEALTH INDUSTRY STATUS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 182 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete subclause 1.1, of clause 1, Definitions, of the award published 31 July 2009 (368 I.G. 959) and insert in lieu thereof the following:
 - 1.1 Employer means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).
2. Delete subclause 1.8 of clause 1, Definitions, and insert in lieu thereof the following:
 - 1.8 Health Service means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.
3. Delete subclause 1.9 of clause 1, Definitions, and insert in lieu thereof the following:
 - 1.9 Director-General means the Director-General of the Ministry of Health.
4. Delete clause 8, Area, Incidence and Duration, and insert in lieu thereof the following:

8. Area, Incidence and Duration

- 9.1 This Award rescinds and replaces the Health Industry Status of Employment (State) Award published 24 February 2006 (357 IG 340) and all variations thereof.
- 9.2 This Award shall apply to persons employed in classifications as contained in the awards identified in Schedule "A", employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- 9.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- 9.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.
5. Delete existing Schedule "A", and insert in lieu thereof the following:-

SCHEDULE "A"

1. Public Hospital Professional Engineers' (Biomedical Engineers) (State) Award
2. Public Hospital (Career Medical Officers) (State) Award
3. Health Employees Oral Health Therapists (State) Award
4. Public Hospital Dental Assistants (State) Award
5. Health Employees Dental Officers (State) Award
6. Public Hospitals Library Staff (State) Award

7. Public Hospitals (Medical Superintendents) Award
8. Public Hospital (Medical Officers) Award
9. Public Hospital Medical Record Librarians Award
10. Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award
11. Hospital Scientists (State) Award
12. Health Employees Conditions of Employment (State) Award
13. Public Hospital Residential Services Assistant (State) Award
14. Health Employees Administrative Staff (State) Award
15. Health Managers (State) Award
16. Health Employees Pharmacists (State) Award
17. Health Employees (State) Award
18. Health Employees General Administrative Staff (State) Award
19. Health Employees (Engineers) (State) Award
20. Health Employees Computer Staff (State) Award
21. Health Employees Technical (State) Award
22. Health Employees Medical Radiation Scientists (State) Award
23. Health Employees Interpreters (State) Award
24. NSW Health Service Health Professionals (State) Award
25. Health Employees Dental Prosthetists and Dental Technicians (State) Award

C.G. STAFF *J*

Printed by the authority of the Industrial Registrar.

HEALTH MANAGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 183 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement of the award published 24 April 2009 (367 I.G. 1158) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
6.	Anti-Discrimination
8.	Area, Incidence and Duration
3.	Classification Levels
4.	Conditions of Service
1.	Definitions
5.	Dispute Resolution
7..	Leave Reserved
2.	Salary Bands

PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - Classification Levels

2. Delete the definition of "Employer" in clause 1, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Director-General).

3. Delete the definition of "Health Service" in clause 1, Definitions, and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.

4. Delete the definition of "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means HSUeast.

5. Delete clause 5, No Extra Claims and renumber subsequent clauses accordingly.

6. Delete renumbered clause 8, Area, Incidence and Duration, and insert in lieu thereof the following:-

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Managers (State) Award published 10 March 2006 (357 IG 1008) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

7. Delete existing Table 2, Classification Levels, and insert in lieu thereof the following:-

Table 2 - Classification Levels

Level	Title	Description of Work	Skills and Attributes
One	Health Manager	<p>Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or</p> <p>Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or</p> <p>Responsible for providing support for the management of human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.</p> <p>Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.</p> <p>Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.</p> <p>Staff are responsible for maintaining effective relationships with Health Service to ensure Health System's priorities are met.</p>	<p>Management:</p> <p>Understanding and commitment to the Health Systems priorities;</p> <p>Capacity to direct all operational facets based on strategic and business plans;</p> <p>Ability to ensure budget targets are met.</p> <p>Capacity to undertake performance appraisal of staff and ability to develop performance measures.</p> <p>Effective communication and interpersonal skills.</p> <p>Support:</p> <p>Assist with the development and implementation of policies, procedures, standards and practices.</p> <p>Able to meet pre-determined targets and deadlines.</p> <p>Ability to be flexible and adapt work practices to suit circumstances.</p>

		<p>Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Health Service.</p> <p>Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Health Service or oversee the management of aspects of services and the staff.</p>	
Two	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level One and are:</p> <p>Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some sub-speciality services for customers which may include multiple services and sites; or</p> <p>Responsible for providing support services for the management of large hospitals which include multiple services and sites; or</p> <p>Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.</p> <p>Staff at this level are accountable for allocation and/or expenditure or resources and ensuring targets are met.</p> <p>Staff are responsible for ensuring optimal budget outcomes for their customers and communities.</p> <p>Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.</p> <p>Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.</p>	<p>The skills and attributes at this level are greater than those at Level One and include:</p> <p>Management:</p> <p>High level of leadership; communication and Interpersonal skills.</p> <p>Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.</p> <p>Proven negotiation and delegation skills.</p> <p>Ability to motivate and co-ordinate staff.</p> <p>Support:</p> <p>Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers.</p> <p>Capacity to design strategic and business objectives.</p> <p>Ability to develop performance measures.</p>

<p>Three</p>	<p>Health Manager</p>	<p>Jobs at this level have greater responsibilities than those at Level Two and are:</p> <p>Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services;or Responsible for providing support services for the management of large complex hospitals or groups of hospitals;or</p> <p>Responsible for management and in some cases support in human resources and/or financial and/or administrative and/or clinical services in tertiary teaching hospitals and/or Health Services.</p> <p>Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff are responsible to maintain effective relationships and communication with Health Services to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive.</p> <p>Staff are responsible for contributing to the development and implementation of business plans.</p> <p>Staff at this level are required to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.</p>	<p>The skills and attributes at this level are greater than those at Level Two and include:</p> <p>Management:</p> <p>Excellent leadership, communication and Interpersonal skills.</p> <p>Highly developed and effective management skills.</p> <p>Ability to develop, monitor and reach predicted outcomes to strategic and business plans.</p> <p>Highly developed and effective negotiation and delegation skills.</p> <p>Proven capacity to manage multi-disciplinary groups.</p> <p>Support:</p> <p>Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.</p> <p>Highly developed negotiation and delegations skills.</p>
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Four	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:</p> <p>Responsible for managing hospitals which provide a wide range of Specialist services for customers which include multiple sites and services; or</p> <p>Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Health Services.</p> <p>Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.</p> <p>Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.</p> <p>Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.</p> <p>Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.</p>	<p>The skills and attributes at this level are greater than those at Level Three and include:</p> <p>System-wide view of health care provision and management to improve health outcomes for customers.</p> <p>Excellent strategic planning and policy development skills.</p> <p>Proven management expertise at a senior level.</p> <p>Competent to make complex judgements and take initiatives through delegated responsibilities.</p>
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HEALTH MANAGER LEVEL 5

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Health Service 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 Health Services and all Statutory Requirements

(b) Judgement & 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-Health Service issues and how they impact on the organisation

Actively develop strategic partnerships

(c) Leadership & 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 health service(s)-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 & 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 & lateral thinker
- Flexible & 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 & 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 health service(s)-wide service delivery

HEALTH MANAGER LEVEL 6

Grading Characteristics, Skills and Attributes

- (a) Authority & 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 Health Service 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 health service unit
- Adherence to the Accounts and Audit Determination for Health Services and all
Statutory Requirements
- (b) Judgement & 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 & 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 health service(s)-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 & 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 & 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 Health Service(s)-wide and intra Health Service service delivery

C.G. STAFF *J*

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SERIAL C7869

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 184 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement of the award published 24 April 2009 (367 I.G. 1169), and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Salary Sacrifice to Superannuation
4.	Conditions of Service
5.	Dispute Resolution
6.	Salary Packaging
7.	Area, Incidence and Duration

PART B - MONETARY RATES

PART C - LIST OF AWARDS

2. Delete definition of "Union" in clause 1, Definitions, of Part A and insert in lieu thereof the following:

"Union" means HSUeast and, in relation to Career Medical Officers only, HSUeast and the Australian Salaried Medical Officers' Federation (New South Wales).

3. Delete definition of "Employer" in clause 1, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

4. Delete clause 5, No Extra Claims, and renumber subsequent clauses accordingly.

5. Delete subclauses (iv) and (v) of clause 7, Salary Packaging, and insert in lieu thereof the following:

- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit 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.

- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
6. Delete existing clause 8, Area, Incidence and Duration, and insert in lieu thereof the following:

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Professional and Medical Salaries (State) Award published 24 March 2006 (358 IG 363) and all variations thereof.

This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act, 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.
7. Delete rates for "Aboriginal Health Education Officer-Graduate" in "Part B, Monetary Rates" and insert in lieu thereof the following:

ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE	
1st year	986.70
2nd year	1,034.60
3rd year	1,099.00
4th year	1,160.60
5th year	1,229.00
6th year	1,292.50
7th year	1,347.10
8th year	1,400.70
9th year	1,461.10
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:	
10th year	1,534.70
11th year	1,608.50

8. Delete rates for "Environmental Health Officers" in "Part B-Monetary Rates" and insert in lieu thereof the following:

ENVIRONMENTAL HEALTH OFFICERS	
1st year	51,500.00
2nd year	53,974.00
3rd year	57,323.00
4th year	60,549.00
5th year	64,120.00
6th year	67,441.00
7th year	70,261.00
8th year	73,071.00
9th year	76,245.00
10th year - Performance Barrier	80,083.00
11th year - Performance Barrier	83,916.00

In order to progress to Year 10 of the scale, an Environmental Health Officer must have:

(i) completed 12 months service at the salary prescribed on the maximum of the scale; and

(ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.

After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.

- 9 Delete rates for "Health Education Officer-Graduate" in Part B, Monetary Rates and insert in lieu thereof the following:

HEALTH EDUCATION OFFICER - GRADUATE	
1st year of service	51,500.00
2nd year of service	53,974.00
3rd year of service	57,323.00
4th year of service	60,549.00
5th year of service	64,120.00
6th year of service	67,441.00
7th year of service	70,261.00
8th year of service	73,071.00
9th year of service & thereafter	76,245.00
A Graduate Health Education Officer who:-	
(i) has completed 12 months service at the salary prescribed on the maximum of the scale;	
(ii) has demonstrated to the satisfaction of the employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate	
On Maximum for 12 months	80,083.00
and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.	
On Maximum for further 12 months	83,929.00

10. Delete rates for "Senior Health Education Officer-Graduate" in "Part B-Monetary Rates" and insert in lieu thereof the following:

SENIOR HEALTH EDUCATION OFFICER - GRADUATE	
1st year of service	83,916.00
2nd year of service	87,378.00
3rd year of service	90,872.00
Part-time Ethnic Health Worker (p/hour)	33.21
Part-time Ethnic Day Care Co-ordinator (p/hour)	33.57

C.G. STAFF J

HOSPITAL SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 185 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the definition of "Director of Public Employment, in clause 1, Definitions, of the award published 24 April 2009 (367 IG 1191).
2. Delete the definition of "Director-General" in clause 1, Definitions, and insert in lieu thereof the following:

"Director-General" means the Director-General of the Ministry of Health.

3. Delete definition of "Health Service" in clause 1, Definitions, and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

4. Delete definition of "Trainee Hospital Scientist" in clause 1, Definitions, and insert in lieu thereof the following:

"Trainee Hospital Scientist" means an employee appointed as such who is undertaking a part-time degree course in science at an approved University and is engaged in work related to the profession for which he or she is qualifying.

5. Delete definition of "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means HSUEast.

6. Delete sub-clause (viii) in clause 9, Overtime and insert in lieu thereof the following:

- (viii) An employee recalled to work overtime as prescribed by this subclause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place or work.

Provided further that where an employee elects to use his/her own mode of transport he/she shall be paid an allowance equivalent to the "Transport Allowance" as provided by determination made under the Health Services Act 1997, as varied from time to time.

7. Delete sub-clause (ii) in clause 10, Meals, and insert in lieu thereof the following:

- (ii) The value of payments for meals shall be varied as the equivalent rates are from time to time varied in the Crown Employees (Public Service Conditions of Employment) Award.

8. Delete the "Notation" paragraph appearing at end of clause 13, Annual Leave, and insert in lieu thereof the following:

NOTATION: The conditions under when the annual leave loading shall be paid to employees are the same as generally applied through circulars issued by the Ministry of Health.

9. Delete subclauses (i) and (ii) clause 28, Travelling Allowance, and insert in lieu thereof the following:
- (i) An employee seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an employee drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance based on the casual rate prescribed by the Crown Employees (Public Service Conditions of Employment) Award, from time to time, for the difference between the distance to his/her normal place of employment and distance to the seconding hospital.
 - (ii) An employee who with the approval of the employer, uses on official business a motor vehicle primarily for other than official business, shall be paid the above mentioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the employer, be required to use his/her private vehicle on official business on at least fifty days during any period of twelve months and during that period, aggregate at least 850 kilometres of official running, he shall be paid the official business rate prescribed by Crown Employees (Public Service Conditions of Employment) Award, at the rate in force from time to time throughout the year.
10. Delete paragraph (a) appearing under "Note" in subclause E, Communication During Leave, of clause 32, Maternity, Adoption and Parental Leave, and insert in lieu thereof the following:

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 Determination under the Health Service Act 1997.
11. Delete clause 33, Redundancy, and insert in lieu thereof the following:

33. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Ministry of Health Policy Directive 2007_085 – Managing Displaced Staff of the NSW Health Service, as amended from time to time.

12. Delete paragraph (d) of subclause (ii) of clause 35, Mobility, Excess Fares and Travelling, and insert in lieu thereof the following:
- (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 prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award.
13. Delete paragraph (b) subclause (iv) of clause 35, Mobility, Excess Fares and Travelling, and insert in lieu thereof the following:
- (b) If a reliever incurs fares in excess of \$5 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 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 the Crown Employees (Public Service Conditions of Employment) Award, less \$5.

This \$5 shall be reviewed annually by the employer.

14. Delete subclause (iv) of clause 37, Salary Packaging, and insert in lieu thereof the following:

- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit 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.

15. Delete clause 40, Area, Incidence and Duration, and insert in lieu thereof the following:

40. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Hospital Scientists (State) Award published 3 March 2006 (357 IG 774) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

16. Delete item 2 of Table 1 - Allowances of Part B, and insert in lieu thereof the following:

2	10	Meal Allowance for overtime	
		(a) Breakfast at or before 6.00 a.m.	\$26.45
		(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m.	\$26.45
		(c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	\$26.45

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (STATE) AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 283 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD

1. Delete subclause (i) of clause 41, Area, Incidence and Duration, of the award published 31 December 2010 (370 I.G. 648), and insert in lieu thereof the following:
 - (i) This Award shall apply to all employees in Local Government within New South Wales, including employees of City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples) and employees of committees of council established under *the Local Government Act 1993*. The Award does not cover those employees employed by Sydney City Council, Wollongong City Council and County of Yancowinna. And excepting those employees covered by the Local Government (Electricians) State Award, Butchers' Wholesale (Country) Award and Butchers' Wholesale (Newcastle and Northern) Award and Section 332 of the *Local Government Act 1993* and Newcastle City Council employees covered by the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award.
2. Delete subclause (iii) of clause 41, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 March 2012.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

C.G. STAFF J

**MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD
CARE CENTRES, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 294 of 2012)

Before The Honourable Mr Justice Staff

13 March 2012

REVIEWED AWARD

1. Delete subclause (vi) of clause 3, Definitions, of the award published 27 January 2012 (372 I.G. 435) and insert in lieu thereof the following

(vi) Union - means United Voice, New South Wales Branch.

2. Delete the fourth and fifth paragraphs of clause 39, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 March 2012.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

**MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 269 of 2012)

Before The Honourable Mr Justice Staff

12 March 2012

REVIEWED AWARD

1. Delete subclause (xiii) of clause 2, Definitions, of the award published 27 January 2012 (372 I.G. 490) and insert in lieu thereof the following:

(xiii) 'Union' means United Voice, New South Wales Branch.

2. Delete the fourth and fifth paragraphs of subclause (iii), of clause 38, Area, Incidence and Duration and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 12 March 2012.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 296 of 2012)

Before The Honourable Mr Justice Staff

13 March 2012

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Transmission of Business
4.	Index of Facilitative Provisions
5.	Enterprise Flexibility Provisions
6.	Procedure to Avoid Industrial Disputation
7.	Employer Duties
8.	Types of Employment
8.1	General
8.2	Casual Employment
8.3	Regular Part-time Employees
8.4	Apprentices
8.5	Juniors
9.	Standing Down Employees
10.	Redundancy
11.	Termination of Employment
12.	Classifications and Wage Rates
13.	Supported Wage System for Employees with Disabilities
14.	Mixed Functions
15.	Payment of Wages, Time and Wages Records
16.	Allowances
17.	Superannuation
18.	Hours of Work
19.	Meal Breaks
20.	Overtime
21.	Saturday Work
22.	Sunday Work
23.	Annual Leave
24.	Personal Leave
25.	Parental Leave
26.	Jury Service
27.	Public Holidays
28.	National Training Wage
29.	Work Experience

30. Accident Pay
31. Posting of Award
32. Leave for Consultation Meetings
33. Basis of Award
34. Anti-Discrimination
35. Union Dues
36. Leave Reserved
37. Area, Incidence and Duration

2. Definitions

In this award:

- 2.1 Accommodation means establishments included in clause 37 of this Award.
- 2.2 Day means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours.
- 2.3 Ordinary earnings means the ordinary wages for each classification for ordinary hours Monday to Friday.
- 2.4 Rostered day off (RDO) means any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered on for duty.
- 2.5 Union means United Voice, NSW Branch.
- 2.6 Hospitality Services -
 - 2.6.1 Hospitality Services grade 1 means an employee who is primarily engaged in one or more of the following:
 - (a) cleaning, tidying and general assistant of kitchen, food preparation, customer service areas, including the cleaning of equipment, crockery and general utensils;
 - (b) assembly and preparation of ingredients for cooking;
 - (c) handling, storing and distributing goods, including pantry items and linen;
 - (d) setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
 - (e) assisting employees who are cooking;
 - (f) general cleaning duties;
 - (g) providing general assistance to employees of a higher grade not including cooking or direct service to customers;
 - (h) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
 - (i) the collection and/or delivery of guests personal dry-cleaning and laundry, linen and associated materials to and from accommodation areas;
 - (j) parking guests cars;
 - 2.6.2 Hospitality services grade 2 means an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:

- (a) receiving, storing and distributing goods;
- (b) servicing accommodation areas and cleaning thereof;
- (c) tray service to guests' rooms;
- (d) transferring guests' baggage and/or property;
- (e) driving a passenger vehicle or courtesy bus;
- (f) providing butler service, basic food and beverage services with personalised guest services;
- (g) assisting in dry-cleaning process;
- (h) cleaning duties using specialised equipment and chemicals;
- (i) handyperson, which means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises and other general duties such as pool, garden, etc.;
- (j) security officer;
- (k) preparing and/or cooking a limited range of basic food items such as breakfasts, grills and snacks and a cook employed alone;
- (l) undertaking general waiting duties in a restaurant of food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;
- (m) supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
- (n) taking reservations, greeting and seating guests, taking telephone orders;
- (o) assisting in the cellar;
- (p) receipt of monies;
- (q) attending a snack bar, buffet or meal counter;
- (r) attending in a coffee shop or espresso bar;
- (s) attending in a shop.

2.6.3 Hospitality services grade 3 means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

- (a) undertaking general cooking duties, including a la carte cooking, baking, pastry cooking;
- (b) undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;
- (c) supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
- (d) receipt of monies;

- (e) receiving, storing and distributing goods;
 - (f) assisting in the training, co-ordination and supervision of employees of lower grades;
 - (g) major repair of linen and/or clothing including basic tailoring and major alterations and refitting;
 - (h) dry-cleaning;
 - (i) handyperson, which means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises and other general duties such as pool, garden, etc.;
 - (j) providing butler services, basic food and beverage services with personalised guest services;
 - (k) cellar work, including stock control, ordering and the receipt, delivering and reordering of goods within such area;
 - (l) designing and mixing a range of sophisticated cocktails and other drinks. May include stocktaking and ordering of stock;
 - (m) supervising, training and co-ordination of employees of lower grades;
 - (n) taking reservations, greeting and seating guests and taking telephone orders.
- 2.6.4 Hospitality services grade 4 means an employee who has completed an apprenticeship or who has passed the appropriate trade test and who is engaged in any of the following:
- (a) undertaking general cooking duties including a la carte, baking, pastry cooking, butcher, waiting, butler.
- 2.6.5 Hospitality services grade 5 means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:
- (a) solely responsible for other cooks and other kitchen employees in a single kitchen establishment where no other trade qualified cooks are employed;
 - (b) supervising, training and co-ordinating food and beverage staff including maintenance of service and operational standards, preparation of operational reports and staff rostering;
 - (c) general or specialised cooking duties including the training and supervision of other cooks and kitchen staff and relieving Hospitality Services Grade 6 employees on their rostered days off or when on annual or other leave;
 - (d) supervising, training and co-ordinating the work of employees engaged in the housekeeping area.
- 2.6.6 Hospitality services grade 6 means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchery, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:
- (a) general and specialised duties including supervision or training of other trade qualified cooks, ordering and stock control;
 - (b) solely responsible for other cooks and other kitchen employees in a single kitchen establishment where other trade qualified cooks are employed.

2.7 Administration Front Office

2.7.1 Hospitality administration and front office grade 1 means an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:

- (a) front office duties such as receptionist, telephonist, cashier or reservations;
- (b) performs basic clerical and routine office duties such as collating, filing, photocopying and delivering messages;
- (c) general clerical duties such as typing, basic data entry and calculation functions;
- (d) accounts;
- (e) night auditing in addition to any of the above duties such employee may also be required to perform any of the duties of Hospitality services grade 2 or below;
- (f) guest relations officer.

2.7.2 Hospitality administration and front office grade 2 means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

- (a) front office duties such as receptionist, telephonist, cashier or reservations;
- (b) clerical and other office duties;
- (c) general clerical duties such as typing, basic data entry and calculation functions;
- (d) accounts;
- (e) night auditing in addition to any of the above duties such employee may also be required to perform any of the duties of Hospitality services grade 2 or below;
- (f) assistant in sales, and/or marketing;
- (g) guest relations officer.

2.7.3 Hospitality administration and front office grade 3 means an employee appointed as such who has the appropriate level of training and

- (a) who carries out general secretarial or stenographic duties, clerical duties of an advanced nature, and
- (b) who has recognised experience in complex duties and may be
- (c) responsible for guidance of other office personnel including juniors and may check and allocate their work, or
- (d) who is responsible for sales and marketing
- (e) and/or is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade(s).

2.7.4 Hospitality administration and front office supervisor means an employee appointed as such and who has the appropriate level of training including a supervisor's course and trains and coordinates the work of front office and/or other clerical staff.

2.8 Leisure Activities

2.8.1 Leisure attendant grade 1 means a person who is primarily engaged in one or more of the following:

- (a) acts as an assistant instructor;
- (b) does basic testing;
- (c) is responsible for setting up, distribution and care of equipment;
- (d) takes bookings and works at the front desk of a leisure facility;
- (e) provides information to guests on leisure activities and facilities;
- (f) is a pool attendant;
- (g) tests pools and spa waters for optimal levels;
- (h) is a powerboat observer;
- (i) child minding attendant.

2.8.2 Leisure attendant grade 2 means a person who has the appropriate level of training and who is engaged in any of the following:

- (a) takes classes;
- (b) directs leisure activities such as in sporting areas, health clubs and swimming pools;
- (c) leads tours, and/or group activities;
- (d) developing or implementing activities for individuals or group of guests;
- (e) child minding attendant.

2.8.3 Leisure attendant grade 3 means a person who has the appropriate level of training, who plans and co-ordinates leisure activities and/or organises activity programs and may supervise other leisure attendants.

2.9 Appropriate Level of Training means:

2.9.1 Completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification. Such course to be accredited by the Australian Hospitality Review Panel;

2.9.2 That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in clause 2.9.1, such assessment to be undertaken by a qualified skills assessor.

2.10 Introductory level means the level of an employee who enters the industry and who has not demonstrated the competency requirements of level 1. Such an employee will remain at this level for up to three months while the appropriate training for level 1 is undertaken and assessment made to move from the introductory level to level 1. At the end of three months from entry, an employee shall move to level 1 other than where agreement has been reached and recorded between the employee and the employer that further training of up to three months is required for the employee to achieve competence for movement to level 1.

2.11 Continuous Service

- 2.11.1 In calculating the twelve months' continuous service, the only absences counted as time worked are the following:
- up to 152 ordinary working hours in a 12-month period because of sickness or accident;
 - long service leave that an employee takes under the relevant State long service leave legislation;
 - and
 - annual leave.
- 2.11.2 Where a period of work is less than twelve months, the absences counted as time worked because of sickness or accident are calculated on a proportionate basis.
- 2.11.3 The following events do not break an employee's continuous service:
- sick leave;
 - leave as the result of an accident;
 - leave lawfully granted by the employer; or
 - absence for a reasonable cause. (The employee must prove that the absence was reasonable.)
- 2.11.4 Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.
- 2.11.5 Any other absence from work does not break continuity of service unless the employer notifies the employee within fourteen days of the employee returning to work after the absence. The employer must tell the employee in writing.
- 2.11.6 If an individual employee is absent, the employer must tell that employee by:
- giving the notice to him or her personally; or
 - posting the notice to his or her last known address.
- 2.11.7 If a number of employees are absent because of collective action, the employer may tell them all by placing a notice in the place where the employer normally places general notices to employees. The employer must also send a copy of the notice to the Union on the same day.
- 2.11.8 It will also not break an employee's continuous service if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.
- 2.11.9 School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

3. Transmission of Business

- 3.1 Where an establishment covered by this award is sold and the new employer continues to employ any employees the continuity of service of such employee shall be deemed not to have been broken by reason of the sale or transmission of the business for the purpose of the provision of clauses 10, Redundancy and 11, Termination of employment and in such circumstances the provisions of clauses 10, Redundancy and 11, Termination of employment shall not apply in respect to the transmitter.

- 3.2 The period of service which the employee has had with the transmitter or any previous transmitter shall be deemed to be service of the employee with the transmittee for the purposes of the provisions of clauses 10, Redundancy and 11, Termination of employment.

4. Index of Facilitative Provisions

- 4.1 A facilitative provision provides that the standard approach in an Award provision may be departed from by agreement between an individual employer and an employee, or the majority of employees, in the enterprise or part of the enterprise concerned.
- 4.2 Facilitative provisions in this award are contained in the following clauses:

Clause Title	Clause Number
Alternative method of payment	15.2
Make-up time	18.11
Ordinary Hours - method of working	18.2
Overtime - time off in lieu	20.3
Part-time employment	8.3
Payment of wages - method and timing	15.1
Public holidays - payment	27.3
Superannuation - exemption, choice of fund	17.7
Unpaid carers' leave	24.3

5. 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:

- 5.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 5.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 5.3 Where agreement is reached an application shall be made to the Commission.

6. Procedure to Avoid Industrial Disputation

- 6.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:
- 6.1.1 The employee and their supervisor meeting and conferring on the matter; and
- 6.1.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.
- 6.2 If the matter is still not resolved a discussion shall be held between representatives of the employer and the Union or other employee representative.
- 6.3 If the matter cannot be resolved it may be referred to the Commission.
- 6.4 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

7. Employer Duties

- 7.1 An employer shall not charge a sum against nor deduct any sum from the wages of an employee in respect of breakages of crockery or other utensils except in the case of wilful misconduct.

8. Types of Employment

8.1 General

8.1.1 Employees under this award will be employed in one of the following categories:

- (a) full-time employees; or
- (b) regular part-time employees; or
- (c) casual employees.

8.1.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, regular part-time or casual.

8.2 Casual Employment

8.2.1 A casual employee is an employee engaged as such.

8.2.2 A casual employee shall be paid per hour at the rate of 1/38 of the weekly rate prescribed for the class of work performed, plus the appropriate undermentioned addition to that rate:

- (a) On any ordinary day Monday to Friday inclusive for all time worked, an additional 25 per cent of the wages prescribed in clause 12 - of this Award for the classification in which the employee is casually employed.
- (b) On Saturday and Sunday for all time worked an additional 50 per cent for Saturday and 75 per cent for Sunday of the wages prescribed in clause 12, for the classification in which the employee is casually employed.
- (c) On a holiday as prescribed in clause 27, Public Holidays.
 - (i) a casual employed in any capacity in or in connection with flats and residential chambers and establishments of a like nature will receive an additional 150 per cent of wages prescribed in clause 12 of this Award for the classification in which the employee is casually employed;
 - (ii) all other casuals will receive an additional 175 per cent of wages prescribed in clause 12 of this Award for the classification in which the employee is casually employed.
- (d) The loadings prescribed in paragraphs (a), (b) and (c) comprehend the 1/12th payment payable under the *Annual Holidays Act, 1944*.
- (e) A casual employee shall be employed with a minimum payment of two hours pay for each engagement at the appropriate rate that would have been payable had the employee worked.
- (f) For the purposes of this award engagement means the period or periods for which the employer notifies the employee that he or she is so required to attend on any one day. Each period of engagement stands alone and is treated as an engagement of not less than two hours, and is paid for as such.

- (g) In this clause, ordinary earnings means 1/38 of the wages prescribed in clause 12 of this Award plus an additional 25 per cent.
- (h) By mutual consent casual work may be paid for weekly or at the termination of each engagement.
- (i) Casual employees who are paid their wages at any time other than during their working time shall, if kept waiting for more than fifteen minutes, be paid overtime rates for all such waiting time.

8.2.3 The following Award clauses apply to casual employees:

- (j) 2, 6, 7, 8.1, 8.2, 8.5, 9, 12, 16.3, 16.4, 16.5, 16.6, 16.7.1, 16.7.2, 17, 19, 27, 32, 35.
- (k) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in sub-paragraph 8.2.4(b) must be dealt with in accordance with the provisions of clause 6 - Procedure to avoid industrial dispute.

8.2.4 Conversion to full-time or regular part-time employment

- (a)
 - (i) This clause only applies to a regular casual employee.
 - (ii) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months.
- (b) A regular casual employee who has been engaged by a particular employer for at least twelve months, may elect (subject to the provisions of this clause) to have his or her contract of employment converted to full-time or regular part-time employment.
 - (i) An employee who has worked at the rate of an average of 38 or more hours a week in the period of twelve months casual employment may elect to have his or her employment converted to full-time employment.
 - (ii) An employee who has worked at the rate of an average less than 38 hours a week in the period of twelve months casual employment may elect to have his or her employment converted to regular part-time employment.
 - (iii) Where a regular casual employee seeks to convert to full-time or regular part-time employment, the employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
 - the size and needs of the workplace or enterprise;
 - the nature of the work the employee has been doing;
 - the qualifications, skills, and training of the employee;
 - the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
 - the employee's personal circumstances, including any family responsibilities; and
 - any other relevant matter.

- (c) Where it is agreed that a regular casual employee will have his or her employment converted to full-time or regular part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
 - (i) to which form of employment the employee will convert - that is, full-time or regular part-time employment; and
 - (ii) if it is agreed that the employee will become a regular part-time employee, the matters referred to in subclause 8.3 of this Award.
- (d) Despite paragraph 8.3.5 of this Award, where a regular casual employee is at 1 January 2006 engaged for a two hour minimum shift pursuant to sub-paragraph 8.2.2(e) of this Award, the employer and employee may agree that the employee will convert to regular part-time employment as provided for in this clause for a minimum of two consecutive hours on any shift. However, nothing in this clause requires an employer to convert a casual employee working two hour shifts to regular part time employment.
- (e) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (f) Once a regular casual employee has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (g) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award.
- (h) Nothing in this clause obliges a casual employee to convert to full time or regular part time employment, nor permits an employer to require a casual employee to so convert.
- (i) Nothing in this clause requires an employer to convert the employment of a regular casual employee to full time or regular part time employment if the employee has not worked for twelve months or more in a particular establishment or in a particular classification stream.
- (j) Nothing in the clause requires an employer to increase the hours of a regular casual employee seeking conversion to full time or regular part-time employment.
- (k) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in sub-paragraph 8.2.4(b) must be dealt with in accordance with the provisions of clause 6 - Procedure to avoid industrial dispute.
- (l) Eligible employees who convert their employment under the provisions of this clause may do so from 1 January 2006. Service with the same employer prior to 1 January 2006 will be taken into account for the purposes of any such election. Any dispute arising about the application of this sub-clause between the date of this order and 1 January 2006 may be referred to the Commission for resolution.

8.3 Regular Part-Time Employees

8.3.1 An employer may employ regular part-time employees in any classification in this award.

8.3.2 A regular part-time employee is an employee who:

- (a) works less than full-time hours of 38 per week; and
- (b) has reasonably predictable hours of work; and

- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

8.3.3 At the time of engagement the employer and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

8.3.4 Any agreed variation to the regular pattern of work will be recorded in writing.

8.3.5 An employer is required to roster a regular part-time employee for a minimum of three consecutive hours on any shift.

8.3.6 An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 8.2.

8.3.7 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 20 - Overtime, of this award.

8.3.8 A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

8.4 Apprentices

8.4.1

- (a) An employee apprenticed in accordance with the provisions of the *Apprenticeship and Traineeship Act 2001* must be paid the percentage of the total wage prescribed for Hospitality Services Grade 4 as follows:

Year of Apprenticeship	Percentage
First year	55%
Second year	65%
Third year	80%
Fourth year	95%

- (b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded; 5 cents and over will go to the higher 10 cents.

8.4.2 Waiting Trade

- (a) An employee apprenticed in accordance with the provisions of the *Apprenticeship and Traineeship Act 2001* (NSW) must be paid the percentage of the total wages prescribed for a qualified waiter in Hospitality Services Grade 4 as follows:

Year of Apprenticeship	Percentage
First six months	65%
Second six months	80%
Third six months	80%
Fourth six months	95%
Fifth six months	95%

- (b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded; 5 cents and over will go to the higher 10 cents.

- (c) All matters prescribed in subparagraph (a) of this paragraph only apply to apprentices wages and in no other way supersede or affect any other provisions of the *Apprenticeship and Traineeship Act 2001*.

8.4.3 Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

8.4.4 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

8.4.5 Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

8.4.6 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

8.5 Juniors

8.5.1 Other Than Office Juniors

The minimum rates of wages for junior employees shall be the undermentioned percentages of the total rate prescribed for the adult classification appropriate to the work performed for the area in which work is performed.

Age	Percentage
17 years of age and under	60%
18 years of age	70%
19 years of age	85%
20 years of age	100%

8.5.2 Junior Office Employees

- (a) The minimum rates of wages for junior office employees shall be the undermentioned percentages based on the total adult rate for the Hospitality Administration and Front Office Grade 1 classification.

Age	Percentage
At 15 years of age and under	37%
At 16 years of age	44%
At 17 years of age	58%
At 18 years of age	72%
At 19 years of age	82.5%
At 20 years of age	94%

- (b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded, 5 cents and over will go to the higher 10 cents.

8.5.3 Junior employees on reaching the age of 18 years, may be employed in the sale of liquor. However, where such a junior is employed, the adult Award rate for the work being performed shall be paid.

8.5.4 An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it shall be borne by the employer.

9. Standing Down Employees

9.1 An employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed for the following reasons:

9.1.1 A strike or stop work meeting (except as provided in clause 32, Leave for Consultation Meetings).

9.1.2 A breakdown of machinery.

9.1.3 Rationing of power or the lack of fuel or transport.

9.1.4 The non-delivery of the raw material and finished product in the Liquor Trades Industry.

9.1.5 Any cause which the employer cannot reasonably be held responsible for, but shall not apply to slackness of trade.

9.2 In respect to subclauses 9.1.1 and 9.1.5 hereof:

9.2.1 No employee shall be deemed to be a casual employee only by reason of being given intermittent work in pursuance of this clause.

9.2.2 At least four hours notice of such deductions shall be exhibited where all employees concerned shall be able to see it.

9.2.3 Service is not to be considered broken merely because employees have been temporarily stood down through no fault of their own.

9.2.4 Continuity of service is to be protected for the purpose of annual leave, holidays and sick pay, as provided by this Award.

9.2.5 Employees allowed or required to commence work at the usual starting time on any day shall be paid for at least four hours, and where they are called upon to attend for duty twice on any one day they shall be paid not less than a full day's pay.

10. Redundancy

10.1 Application

10.1.1 This clause shall apply in respect of full-time and part-time employees employed in the classifications specified in clause 12.

10.1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.

10.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on 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.

10.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, 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.

10.2 Introduction of Change

10.2.1 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.

10.2.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this clause makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

10.3 Employer's Duty to Discuss Change

10.3.1 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 subclause 10.2. Introduction of Change, of this clause, 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.

10.3.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 10.2.1 of this clause.

10.3.3 For the purpose of such discussions, 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.

10.4 Discussions Before Terminations

10.4.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to clause 10.2.1, Introduction of change, of this clause, 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.

10.4.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of clause 10.4.1 of this subclause and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

10.4.3 For the purposes of the discussions the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the

proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

10.5 Notice for Changes in Production, Program, Organisation or Structure - This subclause sets out the notice for provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subclause 10.2.1 of this clause.

10.5.1 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

10.5.2 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 2 weeks' notice.

10.5.3 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.

10.6 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 subclause 10.2.1 of this clause.

10.6.1 In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.

10.6.2 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.

10.6.3 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.

10.7 Time Off During The Notice Period

10.7.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

10.7.2 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.

10.8 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 expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

- 10.9 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.
- 10.10 Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- 10.11 Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- 10.12 Transfer To Lower-Paid Duties - Where an employee is transferred to lower-paid duties for reasons set out in subclause 10.2.1, Introduction of change, of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had 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.
- 10.13 Severance Pay - Where an employee is to be terminated pursuant to subclause 10.5, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- 10.13.1 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

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

Years of Service	45 Years of Age or 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

- 10.13.3 "Week's Pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

- 10.14 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 10.13.

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 10.13 will have on the employer.

- 10.15 Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 10.13 of this clause if the employer obtains acceptable alternative employment for an employee.

11. Termination of Employment

11.1 Notice of Termination By Employer

- 11.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 11.1.2 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.

- 11.1.3 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.

- 11.1.4 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.

- 11.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

- 11.1.6 Despite 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.

- 11.1.7 Continuous service is defined in subclause 2.11.

11.2 Notice of Termination by an Employee

- 11.2.1 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.

- 11.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

- 11.3 Time Off During Notice Period - Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

12. Classifications and Wage Rates

12.1 An adult employee of a classification specified in the table hereunder shall be paid not less than the rate per week assigned to that classification for the area in which such employee is working.

12.2 Minimum Rates of Pay

Level & Classification	SWC 2009 (2.8%) commencing first pay period on or after 30 October 2009 \$	SWC 2010 (4.25%) commencing first pay period on or after 16 December 2010 \$
Introductory Level	560.70	584.50
LEVEL 1 Hospitality Services Grade 1	578.50	603.10
LEVEL 2 Hospitality Services Grade 2 Leisure Attendant Grade 1 Hospitality Administration and Front Office Grade 1	605.30 605.30 605.30	631.00 631.00 631.00
LEVEL 3 Hospitality Services Grade 3 Hospitality Administration and Front Office Grade 2 Leisure Attendant Grade 2	624.90 624.90 624.90	651.50 651.50 651.50
LEVEL 4 Hospitality Services Grade 4 Hospitality Administration and Front Office Grade 3 Leisure Attendant Grade 3	660.90 660.90 660.90	689.00 689.00 689.00
LEVEL 5 Hospitality Services Grade 5 Hospitality Administration and Front Office Supervisor	705.50 705.50	735.50 735.50
LEVEL 6 Hospitality Services Grade 6	725.80	756.60

12.3 Career Streams - Despite the recognition of three career path streams, such streaming does not prevent employees undertaking duties as are within the limits of the employee's skill, competence and training at the direction of an employer, within or across different streams provided that where work is undertaken at a higher grade and/or higher rate then clause 14 - Mixed Functions is applied.

12.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2010. These adjustments may be offset against:

- (i) Any equivalent over-award payments, and/or
- (ii) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

12.5 Rates of Pay for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

13. Supported Wage System for Employees With Disabilities

13.1 Workers Eligible For A Supported Wage - This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

13.1.1 Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

13.1.2 Accredited assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

13.1.3 Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

13.1.4 Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

13.2 Eligibility Criteria -

13.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

13.2.2 The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.

13.2.3 The Award does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the Disability Services Act 1986, or if a part only has received recognition, that part.

13.3 Supported Wage Rates

13.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause 13.4)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 13.3.2 Provided that the minimum amount payable shall be not less than \$56 per week.
- 13.3.3 Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.
- 13.4 Assessment of Capacity - For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- 13.4.1 the employer and a union party to the Award, in consultation with the employee or, if desired by any of these;
- 13.4.2 the employer and an Accredited Assessor from a panel agreed by the parties to the Award and the employee.
- 13.5 Lodgement of Assessment Instrument
- 13.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registry of the Industrial Relations Commission of NSW.
- 13.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registry to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.
- 13.6 Review of Assessment - The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- 13.7 Other Terms and Conditions of Employment - Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro rata basis.
- 13.8 Workplace Adjustment - An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the areas.
- 13.9 Trial Period -
- 13.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 13.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 13.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$56 per week.
- 13.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 13.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 13.4.

14. Mixed Functions

- 14.1 An employee engaged for two or more hours on one day on duties carrying a higher rate than the ordinary classification shall be paid the higher rate for such day. If for less than two hours he or she shall be paid the higher rate for the time so worked.
- 14.2 A higher paid employee shall, when necessary, temporarily relieve a lower paid employee without loss of pay.

15. Payment of Wages, Time and Wages Records

- 15.1.1 Except upon the termination of employment, all wages of full time and regular part-time employees including overtime shall be paid on any day other than Friday, Saturday, Sunday in each week and not more than two days wages shall be kept in hand by the employer. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on a Friday.
- 15.1.2 By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:
- (a) cash;
 - (b) cheque; or
 - (c) payment into employee's nominated financial institution account, without cost to the employee.
- 15.1.3 In the event of a disagreement, the provisions of clause 6 may be applied.
- 15.1.4 However, an employer may pay an employee weekly by cash without consultation.
- 15.1.5 Employees who are paid their wages at any time other than during their working time shall, if kept waiting for more than 15 minutes, be paid overtime rates for all such waiting time.
- 15.1.6 When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other monies due shall be made at the employee's normal place of employment during normal office hours, prior to the employee leaving such place of employment. If an employee is kept waiting for more than 15 minutes after termination of employment such employee shall be paid overtime rates for waiting time.
- 15.1.7 Provided where an employee is dismissed for misconduct, such employee shall be paid within one hour from the time of dismissal, if such takes place within ordinary office hours or otherwise as soon thereafter as is practical.
- 15.1.8 For the purposes of this clause, waiting time means all time an employee is kept waiting on the premises of the employer on the day of termination of employment in excess of the waiting time specified herein. In the event of an employee not being paid on the day of termination of employment, such employee shall be paid at the rate of time and a half until payment is effected, with a minimum payment of 2 hours and a maximum of eight hours per day. The above eight hours shall refer to the period of shift normally worked by the employee.
- 15.1.9 Despite the foregoing provisions if it is established the failure to pay an employee correctly at time of termination was due to a genuine error by the employer, payment of waiting time over and above the day of termination shall not apply. Any disputes arising in relation to this issue shall be dealt with in accordance with Clause 6 'Procedure to Avoid Industrial Disputation'.
- 15.2 Alternative Method of Payment
- 15.2.1 As an alternative to being paid by the week according to Clause 12 - Classifications and Wage Rates, by agreement between the employer and the employee an employee can be

paid at a rate equivalent to an annual salary of at least 25 per cent or more above the rate prescribed in Clause 12 - Classifications and Wage Rates times 52 for the work being performed. In such cases, there is no requirement under Clauses 20 - Overtime, 21 - Saturday work, 22 - Sunday Work, subclause 18.8 - Work Outside Daily Hours and Clause 27 - Public Holidays to pay overtime or penalty rates in addition to the weekly Award wage, provided that the salary paid over a year was sufficient to cover what the employee would have been entitled to if all Award overtime and penalty rate payment obligations had been complied with.

15.2.2 Provided further in the event of termination of employment prior to completion of a year the salary paid during such a period of employment shall be sufficient to cover what the employee would have been entitled to if all Award overtime and penalty rate payment obligations had been complied with.

15.2.3 An employee being paid according to this clause shall be entitled to a minimum of eight days off per four week cycle. Further, if an employee covered by this clause is required to work on a public holiday, such employee shall be entitled to a day off in lieu or a day added to his/her annual leave entitlement.

16. Allowances

16.1 Meal Allowance

16.1.1 A full time or regular part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the employer or paid \$12.30 meal money.

16.1.2 If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, he or she shall be paid as above prescribed for the meal which he or she has provided but which is surplus.

16.2 Broken periods of work allowance

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day SWC 2010 (4.25%) \$
Under 10	Nil
10 but under 10-1/2	1.32
10-1/2 but under 11-1/2	2.61
11-1/2 or more	3.93

16.3 Penalty rates not cumulative

Except as provided in clause 19, Meal Breaks of this award where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty, but shall be subject to that penalty which is to the employee's greatest advantage.

16.4 Board and lodging

16.4.1

- (a) Where board and residence is made available to adult employees the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of \$136.40 per week of seven days.

- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for lodging shall be \$134.60 per week of seven days.

16.4.2

- (a) Where lodging only is made available to adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of \$130.10 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging, shall be \$129.75 per week of seven days.

16.4.3 In the case of employees who do not reside on the employer's premises a deduction at the rate of \$7.35 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.

16.4.4 The rates for board and lodging for adults shall be increased or decreased by 21 cents, for each meal by one cent, for every 50 cents per week alteration in the rate of classification Hospitality services grade 1 in clause 12 - Classification and wage rates.

16.4.5 Junior employees receiving adult rates of pay as prescribed in this Award shall be subject to the deductions applicable to adults prescribed in this clause.

16.4.6 Junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.

16.5 Laundry allowance

Where any employee is required to wear a special uniform such uniform shall be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee shall launder such uniform the employer shall pay the employee \$2.50 for each uniform so laundered with a maximum of \$7.80 per week.

16.6 Clothing, equipment and tools

16.6.1 Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer. In the event of a dispute, the necessity for the provision of protective clothing may be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.6.2 Where the employer requires an employee to provide and use any tools, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause shall not apply where the employer supplied such items without cost to the employee.

16.6.3 An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and the value of them. If, when an employee ceases employment the employee does not return the item/s of uniform and property (or any of them) in accordance with receipt the employer will be entitled to deduct the value as stated on the receipt from the employees wages.

- 16.6.4 In the case of genuine wear and tear, damage, loss, or theft that is not the employee's fault the provision of 16.6.3 will not apply.
- 16.6.5 Any disagreement concerning the value of item/s of uniform and any other aspect of this clause shall be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.
- 16.7 Travelling, transport and fares
- 16.7.1 Where an employee is detained at work until it is too late to travel by the last ordinary train, tram, vessel or other regular conveyance to his or her usual place of residence the employer shall either provide proper conveyance or provide accommodation for the night free of charge.
- 16.7.2 If an employee is required to start work before his ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey him or her from his or her usual place of residence to the place of employment, the employer shall provide a conveyance or pay the cost thereof.
- 16.7.3 Where a full time or regular part-time employee is engaged for work outside a distance of 44 kilometres from the place of engagement he or she shall be paid all fares actually and necessarily incurred in travelling from the place of engagement to the place of employment; provided that if the employee leaves his or her place of employment or is dismissed for misconduct within a period of three months of the date engagement, the employer may recover from the employee the fare paid on engagement.

16.8 Overnight Stay

Where the employer requests and an employee agrees to stay overnight on the employer's premises for a period outside that of the employee's normal rostered hours of duty, the following arrangements shall apply:

- 16.8.1 An employee shall be entitled to an amount of \$43.15 per overnight stay period.
- 16.8.2 This payment shall be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.
- 16.8.3 Any work necessarily performed during an overnight stay period by the employee in excess of a total of one hour's duration shall be paid for at the rate of time and one half. The payments referred to above shall not extend beyond the period of the overnight stay.
- 16.8.4 Any time worked under 16.8.2 or 16.8.3 shall not be taken into account for the purposes of Clause 8 - Types of Employment, Clause 18 - Hours of Work or Clause 20 - Overtime of this award.
- 16.8.5 An employee required to stay overnight in accordance with this clause without being notified on the previous day or earlier that he or she will be so required shall either be supplied with a meal by the employer or paid \$11.50 meal money.

17. Superannuation

17.1 Preamble

17.1.1 Superannuation legislation

- (a) The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the

Superannuation (Resolution of Complaints) Act 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- (b) Notwithstanding 17.1.1(a) above, the following provisions shall also apply.

17.2 Definitions

17.2.1 The Fund for the purpose of this clause shall mean the Hospitality Industry Portable Liquor Union Superannuation Trust Deed (HOST-PLUS) which complies with the Superannuation Industry (Supervision) Act 1993 as amended from time to time, and any scheme which may be made in succession thereto.

17.2.2 Ordinary time earnings for the purpose of this clause, means:

- (a) Award classification rate;
- (b) overaward payment;
- (c) shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime;
- (d) casual loading in respect to casual employees.

17.2.3 Ordinary time earnings does not include bonuses, Commission, payment for overtime or other extraordinary payment, remuneration or allowance.

17.3 Employers to Become a Party to the Fund

17.3.1 An employer shall make application to the Fund to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.

17.3.2 An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

17.3.3 Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of this clause or commencement of employment.

17.4 Eligibility of Employees

17.4.1 Each employee shall be eligible to join the Fund upon commencement of employment, subject to 17.3.1.

17.4.2 Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in 17.3.3 was forwarded to the Fund.

17.5 Employer Contribution

17.5.1

- (a) An employer shall contribute to the Fund in respect of each employee such contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 and Superannuation Guarantee Charge Act 1992 as amended from time to time.

- (b) Seven per cent or ordinary time earnings on behalf of each eligible employee:

Ordinary Time Earnings

2000/2001	8%
2001/2002	8%
2002/2003	9%

17.5.2

- (a) Provided that the employer shall make contributions for each employee for each month where the employee earns \$350.00 or more in a calendar month.
- (b) The amount of contributions to the fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.

17.5.3 An employer shall contribute to the Fund:

- (a) monthly by the last day of the month following the total of the weekly contribution amounts accruing in the previous month in respect of each employee; or
- (b) equivalent monthly contributions at such other times and in such other manner as may be agreed in writing between the Trustees of a Fund and the employer.
- (c) Contributions shall continue to be paid in accordance with this sub-clause during any period in respect of which an employee is entitled to receive Accident Pay in accordance with clause 30 of this Award.

17.6 Voluntary Employees Contribution

- 17.6.1 An employee may make contributions to the Fund in addition to those made by the respondent employer under subclause 17.5.
- 17.6.2 An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the Fund, from the employee's wages, amounts specified by the employee in accordance with the Fund Trust Deed and Rules.
- 17.6.3 An employer who received written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within fourteen days of receiving the authorisation.
- 17.6.4 An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receiving the authorisation.
- 17.6.5 Additional employees contributions to the Fund requested under this clause shall be expressed in whole dollars.
- 17.6.6 Employees shall have the right to adjust the level of contributions made on their own behalf on the first of July each year provided that by agreement with the respondent employer the employees may vary their additional contribution at other times.

17.7 Exemptions

- 17.7.1 Persons employed in any capacity whether permanent or casual in or in connection with flats and residential chambers and establishments of a like nature, shall be exempt from the provisions of this clause except for 17.1.1(a).

- 17.7.2 Where an agreement is reached at a particular enterprise or workplace, between the employer and the majority of employees, to provide for the payments of superannuation contributions into a fund other than HOST PLUS, an application shall be made to the Commission to vary the operation of the Award in respect of the enterprise or workplace concerned.
- 17.7.3 The agreement must meet the following requirements to enable the Commission to vary the Award to give effect to it:
- (a) That the majority of employees covered by the agreement genuinely agree to it; and
 - (b) That the fund specified is a complying fund under the Superannuation Industry (Supervision) Act 1993 (SIS).
 - (c) The union must be notified of the terms of the agreement at the time it is lodged with the Commission for approval.
 - (d) In the event that the union does not notify the Commission of an objection to the agreement within fourteen days of the agreement being lodged, the Commission will vary the Award if satisfied the agreement complies with the SIS Act.
 - (e) In the event that the union objects to the agreement within the specified time then the matter will be set down for hearing.
- 17.7.4
- (a) In respect of non union members in any contested matter, the union must bear the onus of establishing that "special circumstances" exist which warrant the continued specification of HOST PLUS as the prescribed fund. In respect of union members, the employer applicant must bear the onus of establishing its case on the usual grounds of "equity, good conscience and the substantial merits of the case".
 - (b) Failure by an employer to give each relevant union an opportunity to be involved in the process leading up to the making of an agreement may result in the Commission adjourning or refusing the application to vary the Award.
 - (c) A relevant union in this context means an organisation of employees that:
 - (i) is party to this Award; and
 - (ii) has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

18. Hours of Work

18.1 The ordinary hours of work of a full-time employee are an average of 38 hours per week.

18.1.1 The average of 38 hours per week is to be worked in one of the following ways:

- (a) a nineteen day month, of eight hours each day;
- (b) four days at eight hours and one of six hours;
- (c) four days at nine and a half hours per day;
- (d) five days of seven hours and 36 minutes per day;
- (e) 152 hours per each four week period; or

- (f) 160 hours per each four week period, with a day banked per period up to a maximum of five.
 - (g) any combination of the above.
- 18.2 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 18.1.
- 18.3 The agreed hours of work arrangement must meet the following conditions:
 - 18.3.1 A minimum of six hours and a maximum of eleven and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
 - 18.3.2 An employee cannot be rostered to work for more than ten hours per day on more than three consecutive days without a break of at least 48 hours.
 - 18.3.3 No more than eight days of more than ten hours may be worked in a four week period.
 - 18.3.4 An employee shall be entitled to eight full days off per four week period; and
 - 18.3.5 No employee shall work more than ten days in succession without a rostered day off.
- 18.4 Broken Shifts - Spread of Hours - Where broken shifts are worked the spread of hours can be no greater than twelve hours per day,
- 18.5 Wage Entitlements - Employees shall be entitled to a week's wages in accordance with clause 12 of this Award for each week of work.
- 18.6 Sickness on Rostered Day Off - Where an employee is sick or injured on his/her rostered day off he/she shall not be entitled to sick pay nor shall the sick pay entitlement be reduced as a result of sickness or injury on that day.
- 18.7 Pay Day - In the event that an employee by virtue of the arrangement of his/her ordinary working hours is rostered off duty on a day which coincides with payday such employee shall be paid no later than the working day immediately following such payday.
- 18.8 Work Outside Daily Hours
 - 18.8.1 Full time or regular part-time employees who are required to work any of their ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday inclusive, shall be paid \$1.76 per hour, or part thereof, for any such time worked outside the said hours with a minimum payment of \$2.69 for any one day.
- 18.9 Posting of Roster
 - 18.9.1 A roster for all full time and regular part-time employees showing normal starting and finishing time and the surname and initials of each employee shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned.
 - 18.9.2 The roster for full time and regular part time employees shall be alterable by mutual consent at any time or, in the case of a full time employee, by amendment on 7 days' notice.
 - 18.9.3 Where practicable, 2 weeks' notice of rostered day or days off shall be given provided that the days off may be changed by mutual consent or through absence through sickness or other cause over which the employer has no control.

- 18.9.4 Any dispute concerning rostering must be dealt with in accordance with the provisions of Clause 6 - Procedure to Avoid Industrial Disputation.
- 18.10 Work on Rostered Days Off - All work performed on an employee's rostered day off shall be paid for at double time, with a minimum of 4 hours at the rate of double time.
- 18.11 Make-Up Time
- 18.11.1 An employee 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 a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 18.11.2 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.

19. Meal Breaks

19.1 Meal Breaks

- 19.1.1 Each employee shall be granted a meal interval of not less than 30 minutes to be commenced after completing one hour 30 minutes and not later than 6 hours of duty. Provided that an employee allowed a crib break of not less than 20 minutes pursuant to subclause 19.1.4 hereof shall be deemed to have been allowed the meal interval provided in this clause.
- 19.1.2 The foregoing provision does not have to apply to casual or part-time employees who are rostered for 6 hours or less in any day.
- 19.1.3 Where it is not possible to grant the meal interval on any day the said meal interval shall be treated as time worked and paid at the rate for the day plus half time additional at the ordinary weekly rate, until released for a meal. Provided that where an employee is required to exceed 5 hours work after the first meal interval he or she shall be granted a further meal interval of 20 minutes to be treated as time worked.
- 19.1.4 Where an employee's hours of work falls wholly between 11.00 p.m. and 8.00 a.m. the employee including a part-time employee shall be allowed a crib break of not less than 20 minutes which shall be counted as time worked.

20. Overtime

20.1 Reasonable Overtime

- 20.1.1 Subject to paragraph 20.1.2 below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- 20.1.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- 20.1.3 For the purposes of paragraph 20.1.2 what is unreasonable or otherwise will be determined having regard to:
- (a) Any risk to employee health and safety;
 - (b) The employee's personal circumstances including any family and carer responsibilities;
 - (c) The needs of the workplace or enterprise;

- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.
- 20.2 All time worked by a full time employee in excess of the ordinary hours and/or outside the spread of hours or outside the rostered hours prescribed in clause 18 of this Award shall be overtime and shall be paid for at the following rates:
- 20.2.1 Monday to Friday inclusive time and a half for the first 2 hours and double time for all work thereafter.
 - 20.2.2 Between midnight Friday and midnight Saturday time and 3/4 for the first 3 hours and double time for all time worked thereafter.
 - 20.2.3 Between midnight Saturday and midnight Sunday double time for all time worked.
 - 20.2.4 Overtime on any day shall stand alone.
 - 20.2.5 If an employee is so long on overtime duty following his or her normal finishing time that he or she has not had 8 hours interval before his or her next regular starting time such employee shall be allowed at least 8 consecutive hours interval without deduction of pay or shall be paid at overtime rates for all time of duty until such employee has had at least 8 hours interval.
- 20.3 Despite the rate prescribed in clause 20.2.1, 20.2.2 and 20.2.3 at the instigation of the employee there may be an agreement in writing between the employee and employer to take time-off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual.
- 20.4 A regular part-time employee is paid at overtime rates in the circumstances specified in clause 8.3.7.

21. Saturday Work

All ordinary time worked by full time or regular part-time employees from midnight Friday to midnight Saturday shall be paid for at the rate of time and a quarter.

22. Sunday Work

All ordinary time worked by full-time or regular part-time employees from midnight Saturday to midnight Sunday shall be paid for at the rate of time and three quarters.

23. Annual Leave

- 23.1 See *Annual Holidays Act*, 1944.
- 23.2 During any period of annual leave an employee shall receive a loading of 17.5% calculated on the rates of pay prescribed by clause 12, Classifications and Wage Rates.
- 23.3 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- 23.3.1 Access to annual leave, as prescribed in clause 23.3 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - 23.3.2 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.

- 23.3.3 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

24. Personal Leave

24.1 Sick Leave -

- 24.1.1 Definition - Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

24.1.2 Entitlement

- (a) In the first three calendar months of employment - no more than 10 hours.
- (b) In the second three calendar months of employment - no more than a further 10 hours.
- (c) In the first year of employment - no more than 45.6 hours.
- (d) In the second year of employment and thereafter - no more than 76 hours.
- (e) Sick leave may accumulate to a maximum of 304 hours for full time employees, and for part-time employees, to a maximum of 8 times the average weekly hours such employee works in any one year.
- (f) The amount of personal leave to which a regular part-time employee is entitled is determined on a pro-rata basis, reckoned each calendar month by reference to the following formula:

$$\frac{\text{Total hours worked in the month}}{152} \times \text{relevant full-time entitlement}$$

24.1.3 Employee must give notice

- (a) Before taking sick leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.
- (b) The notice must include:
 - the nature of the injury or illness (if known); and
 - how long the employee expects to be away from work.
- (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

- 24.1.4 Evidence supporting claim - A claim made for sick leave shall be supported by evidence from the employee satisfactory to the employer that the employee was unable on account of illness or personal injury to attend for duty on the day for which leave is claimed.

- 24.1.5 The effect of workers' compensation - If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

24.2 Carer's Leave -

24.2.1 Use of Sick Leave

An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 24.2.3(b) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at subclause 24.1 of clause 24, Personal Leave of the award, for absences to provide care and

support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

24.2.2 The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

24.2.3 The entitlement to use sick leave in accordance with this clause is subject to:

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

24.2.4 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 their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 6, Procedure to Avoid Industrial Disputation, should be followed.

24.3 Unpaid Leave - An employee 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 24.2.3(b) above who is ill or who requires care due to an unexpected emergency.

24.4 Time Off in Lieu of Payment for Overtime

24.4.1 For the purpose only of providing care and support for a person in accordance with subclause 24.2 of this clause, and despite the provisions of clause 20, Overtime, the following provisions shall apply.

24.4.2 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.

24.4.3 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.

24.4.4 If, having elected to take time as leave in accordance with paragraph 24.4.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

24.4A Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 24.2.2 and 24.2.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 24.2.3(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

24.4.5 Where no election is made in accordance with the said paragraph 24.4.1, the employee shall be paid overtime rates in accordance with the award.

24.5 Bereavement Leave

24.5.1 Paid Leave Entitlement

(a) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 24.5.3 below.

(b) For a regular part-time employee, a "day" for the purposes of this paragraph will be reckoned by dividing the total number of hours worked by the employee in the four week period immediately prior to the employee taking bereavement leave by the number of days worked by the employee in the four week period.

24.5.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

24.5.3 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 24.2.3, provided that for the

- purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 24.5.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 24.5.5 Bereavement leave may be taken in conjunction with other leave available under subclause 18.11 of clause 18, Hours of Work, subclause 23.3 of clause 23, Annual Leave, and subclauses 24.2, 24.3 and 24.4 of this clause. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 24.5.6 Bereavement entitlements for casual employees
- 24.5.6.1 Subject to the evidentiary and notice requirements in 24.5.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 24.2.3(b) of clause 24, Personal Leave.
- 24.5.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 24.5.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- 24.6 The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.

25. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (3) Right to request
- (a) An employee entitled to parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

26. Jury Service

- 26.1 A full-time or regular part-time employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked had they not been on jury service.
- 26.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service.
- 26.3 Further the employee shall give their employer proof of their attendance, the duration of such attendance and the amount in respect of such jury service.

27. Public Holidays

27.1 Prescribed Public Holidays

27.1.1 Employees other than casuals shall be entitled to the following holidays without loss of pay: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Union Picnic Day, Christmas Day and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

27.1.2 In respect to Christmas Day and Boxing Day if either day falls on a Saturday or Sunday and an employee is required to work on such day or days then the day or days shall be treated as the public holiday and day substituted shall be paid at the rate that would otherwise be paid on 25 and/or 26 December.

27.2 Provided that when an employee is absent from his or her employment only on one working day or part of a day before or after a holiday, except on account of illness or other legitimate reason, he or she shall not suffer loss of payment for more than one day of the holidays.

27.3 Payment for work on a public holiday

27.3.1 Subject to 27.6, all time worked by a full-time employee on a holiday herein prescribed shall be paid for at the rate of double time and one-half for the hours worked, with a minimum of four hours additional pay. Alternatively, such employees who work on a prescribed holiday, may, by agreement, perform such work at time and one-half the ordinary Monday to Friday rate, provided that the equivalent of the time worked is also added to the employee's annual leave or one day in lieu of such public holiday shall be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be allowed to employees within 28 days of such holidays falling due.

27.3.2 Casual employees working on a public holiday prescribed by this clause, shall be paid according to the provisions of clauses 8.2.2(c) and 8.2.2(e) of this Award.

27.3.3 Regular part-time employees required to work on a public holiday prescribed by this clause shall be paid (at the rate of double time and a half for all time worked) according to the provisions of clauses 8.3.4, 8.3.5 and 8.3.6 of this Award.

27.4 Additional Public Holidays

Where in a State or Territory or locality within a State or Territory an additional public holiday (other than Easter Saturday) is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than by those covered by Federal Awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Award, for the employees covered by this Award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

27.5 Rostered Day Off Coinciding With a Holiday -

27.5.1 Where an full time employee's rostered day or days off coincide(s) with a holiday prescribed in this Award, the holiday shall not be a holiday for such employee and the holiday shall be substituted in one of the methods following:

- (a) one day with pay added to the annual leave;
- (b) payment of one day's pay shall be made to the employee on the next succeeding pay day;
- (c) such holiday may be allowed off with pay to the employee within 28 days after such holiday falls;

NOTE: one of the above methods must be mutually agreed upon by the employee and the employer. Failing such agreement the provision prescribed in 27.5.1(a) hereof shall apply.

- 27.5.2 A regular part-time employee (as defined in clause 8.3) is to be entitled to the public holidays listed in clause 27.1 without loss of pay if those public holidays fall on days the employee would normally work in accordance with clause 8.3.
- 27.5.3 An employer must not alter an employee's roster on any occasion so as to avoid any of the provisions of this clause. Where a roster is altered so as to avoid or reduce payment due or the benefit applicable under this clause, the employee must be paid for such holiday/s as if the roster had not been changed.
- 27.5.4 Despite 27.5.2, a regular part-time employee who was employed on or before 12 August 2005 and who works an average of five days per week must not be disadvantaged while the employee continues in employment as a regular part-time employee with the same employer by the fact that a prescribed holiday falls upon a day when the employee would not be working. The compensation for such employee will be that set out in paragraph 27.5.1 above.
- 27.6 Substitution of Days
- 27.6.1 An employer and a majority of employees in a workplace may, subject to the following conditions, agree to substitute another day for any prescribed in this clause.
- 27.6.2 If the employer intends to seek agreement on substituting a day or days and the union has members at the particular workplace then the employer must inform the union of its intention and provide the union with an opportunity to participate in negotiations relating to substitution.
- 27.6.3 After the employer and a majority of employees have agreed to a substitute day, the agreement must be recorded in writing and made available to every affected employee.
- 27.6.4 The employer must record substitution day arrangements in the time and wages records kept pursuant to Division 2 of Part 4 of the Industrial Relations (General) Regulations.
- 27.6.5 Any disputes in relation to the practical application of this provision may be dealt with in accordance with Clause 6.

28. National Training Wage

The parties to this award shall observe the terms of the National Training Wage Award 1994 as amended, as though bound by clause 3 of that Award.

29. Work Experience

The provisions of this Award shall not apply to high or secondary school students whilst undergoing work experience with the written approval of a school career co-ordinator or similar school's officers.

30. Accident Pay

See *Workplace Injury Management and Workers Compensation Act 1998*.

31. Posting of Award

A copy of this Award, as varied from time to time, shall be maintained in each establishment of an employer and shall be available for inspection at any time by an employee covered by this Award.

32. Leave for Consultation Meetings

Each employer must allow his/her employees to attend meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- 32.1 At least fourteen days' notice of such meeting is given to the employer.
- 32.2 The period of the meeting is no greater than three hours, with employees returning to duty by 5.00pm if so rostered.
- 32.3 The employer is only obliged to pay wages for the period of the meeting if the employer is in receipt of satisfactory evidence of the employee's attendance at the meeting.
- 32.4 Such consultation meetings are to be held on either a Monday or Tuesday, not being a week in which a public holiday occurs.
- 32.5 The employer is only obliged to pay wages for the period that the employee was rostered for duty.
- 32.6 The employer is not obliged to pay wages for more than one such meeting in any calendar year.

33. Basis of Award

This award is made in relation to the award of the Australian Industrial Relations Commission known as the Motels, Accommodation and Resorts Award 1998.

34. Anti-Discrimination

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 Nothing in this clause is to be taken to affect:
 - 34.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 34.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 34.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 34.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 34.5 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."

35. Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- (viii) This clause shall take effect:

- (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 1 February 2005;
- (b) In the case of employers who do not fall with subparagraph (i) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 1 May 2005;
- (c) For all other employers, from the beginning of the first pay period to commence on or after 1 August 2005.

36. Leave Reserved

Leave is reserved for any party to revisit the provisions of the award to consider what amendments, if any, should be made to the award as a result of the decisions of the Commission in matter IRC No. 4330 of 2003, application for variation of awards Re: Secure Employment Clause, and matter IRC No. 7167 of 2003, application for a State Decision pursuant to s51 of the Industrial Relations Act 1996 to address Employment Opportunities.

37. Area, Incidence and Duration

37.1 This award rescinds and replaces:

- (a) the Motels, Accommodation and Resorts, &c., (State) Award published 26 May 2000 (315 I.G. 1064), and all variations thereof ;
- (b) the Flats, Residentials &c., (State) Award published 5 January 1983 (228 I.G. 58), and all variations thereof;
- (c) the Flats, Residentials &c., Redundancy and Technological Change (State) Award published 9 February 1996 (290 I.G. 628), and all variations thereof; and
- (d) the Flats, Residentials &c., (State) Wages Adjustment Award published 28 February 1997 (296 I.G. 1025), and all variations thereof.

It shall apply to all persons employed in any capacity whether permanent or casual in or in connection with motor inns or motels, unlicensed private hotels, serviced apartments, resorts, time share facilities, health or recreation farms, guest houses, ski lodges, holiday flats/units, holiday ranches or farms, condominiums, flats (being premises (not being an hotel licensed to sell spirituous or fermented liquors) where either furnished, unfurnished or service apartments are let or sub-let to tenants (but does not include a private house) and residential chambers (being a lodging house or residential establishment (not being an hotel licensed to sell spirituous or fermented liquors) where accommodation only is provided) and establishments of a like nature together with restaurants, function areas, convention centres or like facilities, ancillary to or part of any of the above whether such establishments are licensed to serve alcoholic drinks or not and in or in connection with preparing and serving food, cleaning and attending to the premises and all other services associated therewith, excluding the County of Yancowinna and government accommodation houses, and excepting all persons employed by Lutanda Children's Home Ltd at Camp Toukley, provided further that Camp Toukley continues to provide the type of services as identified in the affidavit of John Roberts, dated 11 May 2001, filed in proceedings IRC 2328/2000.

37.2 This award shall take effect from the beginning of the first pay period to commence on or after 14 May 2001 and shall remain in force for a period of 12 months.

- 37.3 Unless otherwise agreed (and recorded in writing in the time and wages record), for each employee (full-time, part-time, and casual) who was at 24 March, 1999, employed under the provisions of the 1994 Private Hotels, Motels, Guest Houses &c., Employees (State) Award, as varied from time to time, it is a term of this award that they do not suffer any reduction in wages or salary as a result of the making of this award. In this clause, "an overall reduction in wages or salary" means that, when comparing like work pattern with like work pattern, the gross income of the employee is less under this award than it would have been under the provisions of the 1994 Private Hotels, Motels, Guest Houses, &c., Employees (State) Award immediately prior to 24 March 1999. This clause shall cease to operate on 23 March 2001.
- 37.4 Unless otherwise agreed (and recorded in the time and wages record), no employee (full-time and part-time) who was at 14 May 2001 employed under the provisions of the Flats, Residentials &c., (State) Award, as varied from time to time, shall suffer a reduction in ordinary time earnings as a result of the making of this award.
- 37.5 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 March 2012.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

NURSING HOMES, &c., NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 273 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD

1. Delete the second and third paragraphs of subclause (i) of clause 50, Area, Incidence and Duration of the award published 27 January 2012 (372 I.G. 621) and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 March 2012.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

2. Delete subclause (iv) of clause 50, Area, Incidence and Duration of the award published 27 January 2012 (372 I.G. 621) and insert in lieu thereof the following:
- (iv) The rates of pay in this award reflect the adjustments that would otherwise be payable under the State Wage Case 2010. These adjustments may be offset against any equivalent overaward payments. The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 16 December 2010.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Beginning of FPP to commence on or after 16/12/10 \$
Assistant in Nursing/ Trainee Enrolled Nurse	
Under 18:	
1st year	547.30
2nd year	571.50
Thereafter	594.20
Over 18:	
1st year	643.00
2nd year	663.00
3rd year	683.00
Thereafter	703.70
Enrolled Nurse :	
1st year	784.70
2nd year	800.80
3rd year	817.90
4th year	834.70
Thereafter	851.50

Registered Nurse General, M.R. Psych., Infants, Geriatric, Midwifery	
1st year	886.40
2nd year	933.50
3rd year	980.40
4th year	1,030.60
5th year	1,080.60
6th year	1,130.60
7th year	1,187.60
8th year	1,235.50
Nursing Unit Manager (personal to current occupants as at 01.03.99)	
Level I	
1st year	1,367.90
2nd year	1,405.90
Level II	1,439.80
Level III	1,477.40
Nurse undergoing pre registration assessment	767.20
Clinical Nurse Specialist	1,285.30
Clinical Nurse Consultant	1,514.00
Clinical Nurse Educator	1,285.30
Nurse Educator	
1st year	1,367.90
2nd year	1,405.90
3rd year	1,439.80
4th year	1,514.00
Senior Nurse Educator	
1st year	1,550.10
2nd year	1,581.40
3rd year	1,633.50
Assistant Director of Nursing <150 beds	1,405.90
150-250 beds	1,514.00
250 beds	1,550.10
Deputy Director of Nursing	
Less than 20 beds	1,433.90
20-75 beds	1,470.30
75-100 beds	1,503.90
100-150 beds	1,535.40
150-200 beds	1,581.40
200-250 beds	1,633.50
250-350 beds	1,693.70
350-450 beds	1,753.40
450-750 beds	1,817.80
750+ beds	1,887.20
Director of Nursing	
Less than 25 beds	1,600.90
25- 50 beds	1,693.70
50-75 beds	1,729.60
75-100 beds	1,765.30
100-150 beds	1,815.40
150-200 beds	1,875.40
200-250 beds	1,935.00
250-350 beds	2,007.00
350-450 beds	2,126.80
450-750 beds	2,248.90
750+ beds	2,388.70

Table 2 - Other Rates and Allowances

Brief Description	Clause No	Beginning FPP commence on or after 16/12/10 \$	Increase %
In charge of nursing home less than 100 beds	10 (i)(a)	21.96 per shift	4.25%
In charge of nursing home 100 beds & <150 beds	10 (i)(a)	35.37 per shift	4.25%
In charge of ward/unit	10 (i)(b)	21.96 per shift	4.25%
On call	10 (ii)(a)	19.58 per 24 hrs or part thereof	4.25%
On call on rostered days off	10 (ii)(b)	39.16 per 24 hrs or part thereof	4.25%
On call during meal break	10 (ii)(c)	10.60 per period	4.25%
Travelling Allowance	10 (ii)(d) & (iii)	66.03 cents per kilometre	4.19%
Climatic Allowance	11(i)	4.07 per week	4.25%
Isolation Allowance	11(ii)	7.84 per week	4.25%
Expense allowance for DONs	13		
Less than 100 beds		239.00 pa	4.19%
100-299		477.00 pa	4.19%
300-499		716.00 pa	4.19%
Over 500 beds		955.00 pa	4.19%
Uniform	16(iii)(a)	6.41 per week	4.19%
Shoes	16(iii)(a)	2.00 per week	4.19%
Cardigan or Jacket	16(iii)(b)	1.93 per week	4.19%
Stockings	16(iii)(c)	3.33 per week	4.19%
Socks	16(iii)(d)	0.66 per week	4.19%
Laundry	16(iv)	5.36 per week	4.19%
Meal on overtime	18(viii)	9.43 per meal	4.19%
Breakfast	28(i)(c)	3.53 per meal	4.19%
Other Meals	28(i)(c)	6.39 per meal	4.19%

Table 3 - Continuing Education Allowances

Item No.	Brief Description	Clause No.	Beginning FPP commencing on or after 16/12/10 \$
1	Continuing education allowance: Registered Nurse	10A (vii)	18.43 per week
2	Continuing education allowance: Registered Nurse	10A (viii)	30.71 per week
3	Continuing education allowance:: Registered Nurse	10A(ix)	36.85 per week
4	Continuing education allowance: Enrolled Nurse	10A(x)	12.28 per week

C.G. STAFF J

**PROFESSIONAL ENGINEERS (ROADS AND MARITIME SERVICES
DIVISION OF THE GOVERNMENT SERVICE OF NEW SOUTH
WALES - SALARIES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 256 of 2012)

Before The Honourable Mr Justice Staff

13 March 2012

REVIEWED AWARD

PART A

1. Arrangement

PART A

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4.8	Method of Payment
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- 7.3.3 Other Approved Leave During Core Time
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 - 7.4.1 Part-time Staff
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 - 8.1.1 Conditions for Tele-working Arrangements
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 - 12.1 General
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 - 12.4 Leave Entitlements for Part-Time, Limited Duration and Casual Staff
 - 12.5 Transfer of Entitlements with NSW Government Departments
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 - 12.6.1 Rate of Accrual
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 - 12.6.3 Payment of Leave Upon Cessation of Employment
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 - 12.7 Extended Leave (Long Service Leave)
 - 12.7.1 Extended Leave Entitlements
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 - 12.7.3 Effect of Approved Leave Without Pay (LWOP) on Extended Leave Entitlements.
 - 12.7.4 Payment and Taking of Extended Leave.
 - 12.7.5 Sick Leave While on Extended Leave

- 12.7.6 Public Holidays While on Extended Leave
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- 12.8 Leave Without Pay
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- 12.9 Sick Leave
 - 12.9.1 Sick Leave General
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PART B

Table A - Other Allowances

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Calculation of Overnight Expenses

Appendix B
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Appendix C
Grievance Resolution

2. Parties and Application

2.1 Parties

(a) The parties to this award are:

- (i) the Roads and Maritime Service Division of the Government Service of NSW (RMS), and
- (ii) the Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

2.2 Application

- (a) This award applies to all Professional Engineers and Graduate Engineers employed by the RMS who are engaged in the performance of Professional Engineering Duties (whether members of APESMA or not).
- (b) This award shall also apply to Cadets employed by RMS (whether members of APESMA or not).

2.3 Incidence and Duration

- (a) This award replaces the Professional Engineers (Roads and Traffic Authority Division of the Government Service of New South Wales- Salaries) Award 2008 published 29 May 2009 (368 I.G. 159).
- (b) This award will operate from 1 July 2011 and will remain in force until 30 June 2012.
- (c) The changes made to this award pursuant to the Review of Awards as per section 19(6) of the Industrial Relations Act 1996 take effect from the beginning of the first full pay period to commence on or after 13 March 2012.

2.4 Salary Increases

- (a) Professional Engineers, Cadets and Graduate Engineers covered by this Award will be paid:
 - (i) a 2.5% increase in salaries payable from the first full pay period to commence on or after 1 July 2011.
- (b) The increases in salaries are set out in Appendix B - Professional Engineers Salary Scale.
- (c) For all staff, the annual leave loading is included in the salary rates shown in Appendix B.
- (d) In addition to the salaries for Cadets shown in Appendix B, cadets are entitled to living allowances or accommodation expenses as determined from time to time.

3. Definitions

1. APESMA - means the Association of Professional Engineers, Scientists and Managers, Australia and its members.
2. Cadet - means a person completing a four year engineering degree course, (or equivalent), at a recognised Australian University.
3. Call-out/Call-back - means a call or direction to return to work to attend to an emergency or breakdown.
4. Casual - means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by clause 4.4.
5. Continuous shift work - means a pattern of work designed to cover the business operations with consecutive shifts of employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond RMS' control.
6. Hours of work - means the ordinary hours staff are required to work.
7. Crib break - means a paid meal break, which is treated as time worked, where staff remain available to carry out duties.
8. Dispute - means a complaint or difficulty, which affects more than one staff member. A dispute may relate to a change in the working conditions of Professional Engineers, Graduates or Cadets that is perceived to have negative implications.

9. Extended leave - means paid leave to which staff may be entitled under Part 7A 68F and Schedule 5 of the Transport Administration Act, 1988. Also known as long service leave.
10. Flexitime - means a flexible system of arranging working hours that includes the ability for staff to accrue and take flex leave in accordance with this Award and RMS' Hours of Work Including Flexible Working Hours Policy.
11. Graduate Engineer - means a Professional Engineer who is participating in the RMS Graduate Recruitment and Development Program (or equivalent).
12. Grievance - means a personal concern or problem, which relates to work or the work environment.
13. Headquarters - means the centre to which staff are attached for administrative purposes or from which staff regularly operate, usually specified in the letter of appointment to RMS.
14. Letter of appointment - means the letter sent to staff by RMS offering them employment.
15. Local public holiday - means a gazetted holiday, which only applies to a particular locality and not throughout the State.
16. Long service leave - see Extended leave.
17. Official Business rate - means the rate staff are paid for using a private vehicle on official RMS business when:
 - no RMS vehicle is available; or
 - no hire car is available;
 - no public or other transport is available; or
 - staff are unable to use public or other transport because of a disability; or
 - staff are requested to use the vehicle and agree to do so;
 - staff are required to do so as specified by subclause 13.5.10 Transfer of Dependents, or when the RMS approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.
18. On-call - means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.
19. Ordinary rate of pay - means the base rate staff are paid on an hourly basis, according to their hours of work and their annual salary.
20. Overtime - means time which staff work outside their ordinary hours as per clause 10.
21. Part-time - Staff who are employed on a part-time basis have hours of work that are less than those of full-time staff.
22. Permanent residence - where a staff member lives.
23. Professional Engineer - means a staff member qualified to carry out professional engineering duties.
24. Professional Engineering
 - Duties - means duties, any portion of which, are required to be carried out by staff who have qualifications as (or at least equal to those of) a graduate member of Engineers Australia.

25. RMS - means Roads and Maritime Services Division of the Government Services of New South Wales as established by Chapter 1A of the Public Sector Employment and Management Act 2002 (NSW).
26. Shift loading - means a payment for working shifts other than day shift, as specified in clause 9.1.2, to compensate for the inconvenience of hours worked.
27. Shift work - means a pattern of work in which the ordinary hours may be performed outside standard hours, as per clause 7.3.1.
28. Staff - means Professional Engineers, Engineering Graduates and Cadets employed under this award in accordance with clause 2.2.
29. Tele-working - Tele-working means a flexible working arrangement where staff work for part of the time from an alternative office location either at their home, a tele-centre, another RMS office, a mobile office or a combination of these alternatives.
30. Temporary employment staff - means staff employed for a specific period of time or project.
31. Temporary work location means - the place where staff temporarily perform RMS work if required to work away from their headquarters.
32. Time Credit - is the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.
33. Workers Compensation Leave - means a leave entitlement that arises from the Workers Compensation Act 1987 (NSW).

4. Terms of Employment

4.1 Basis of Employment

Staff are employed on either a full-time, part-time, casual or temporary employment basis, as notified in the letter of appointment.

4.2 Full-Time

If staff are employed on a full-time basis, their hours of work are 35 hours per week.

4.3 Part-Time

- (a) If staff are employed on a part-time basis, their hours of work are less than those of full-time staff in their classification.
- (b) Unless specified elsewhere in this Award, part-time staff accrue entitlements in this Award on a pro-rata basis, based on the number of hours worked.
- (c) In addition to subclauses 12.10, Maternity Leave to 12.16, Resumption of Work After Maternity, Adoption or Parental Leave and subject to operational requirements, staff may elect to change from full-time to part-time work to manage their work-life balance. This will enable staff to manage family and carer's responsibilities, or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with applicable policy. Requests to work part-time will not, however, be unreasonably refused.

4.4 Casual

Staff may be employed on a casual basis:

- (a) to carry out work that is irregular or intermittent, or

- (b) to carry out work on a short-term basis, or
- (c) to carry out urgent work or to deal with an emergency; and
- (d) must possess the qualifications required of a permanent staff member in the same classification.

4.5 Temporary Employment

Staff employed on a temporary employment basis are:

- (a) entitled to the same conditions as full-time or part-time staff, and
- (b) employed for a specific period, not less than 3 months and not more than 3 years, or
- (c) employed for the duration of a project,
as specified by letter of appointment.

4.6 Probation

- (a) All new staff members are subject to a period of probation of three months unless they are employed in a position which, due to the nature of the work or compulsory training, has a probation period of six months.
- (b) The letter of appointment states the probation period.
- (c) In order to gain appointment to a permanent position, work performance and conduct must be satisfactory during the probationary period.
- (d) In certain circumstances a probationary period may, prior to its expiry, be annulled, or extended for up to a maximum of 3 months.

4.7 Resignation

Staff may terminate their employment at any time by giving RMS a minimum of two week's notice.

4.8 Method of Payment

A staff member's salary will be paid fortnightly into their nominated financial account.

5. Rates of Pay

5.1 Rates of Pay

Rates of pay are contained in Appendix B.

5.2 Increments

- (a) Subject to this clause, full-time and part-time staff are entitled to an incremental increase in their salary when they have received that salary for a period of twelve months, up to the top step of the salary scale for their position.
- (b) Regular casual staff are entitled to an increment where they have worked the equivalent of 12 months worked by a full-time staff member in the same position.
- (c) Staff are not entitled to the increment in clause 5.2(a) if:

- (i) their conduct and work performance, including attendance, is unsatisfactory or the staff member is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct;
 - (ii) they are being promoted from one classification to another; or
 - (iii) the salary scale for a position is setted as the year 1 or year 2 rate of pay in the grade.
- (d) An increment may be withheld, or a salary may be reduced in any case where, on account of a staff member's inefficiency or misconduct in an official capacity, RMS is of the opinion that such increments should not be paid or should be reduced.
- (e) RMS will provide staff with a statement in writing detailing the reason for withholding the increment within 30 days of the reduction taking effect or of the increment becoming due. The provisions of clause 5.3 will then apply.
- (f) Periods of leave without pay where the total period of absence in any one year exceeds five days will not count as service for increment purposes.

5.3 Appeals in Respect of Salary Grade or Classification

- (a) Staff have the right to apply to RMS through their branch or section manager for a salary increase, or for an alteration in the grade or classification to which they are appointed.
- (b) If a staff member is dissatisfied with a decision or determination of RMS in respect of;
- (i) the salary, grade or classification; or
 - (ii) any other matter of the nature referred to in Part 7 of the Industrial Relations Act 1996 (NSW),
- the staff member may forward a notice of appeal to RMS within 30 days of being advised of such a decision or determination if they do not exercise their right before the NSW Industrial Relations Commission. RMS will hear and determine the appeal and will allow the staff member, if so desired, to attend and to present a case personally or through a representative.
- (c) Nothing in this clause shall preclude the reference of matters to the NSW Industrial Relations Commission.

5.4 Specialist Engineers

- (a) Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.
- (b) Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to RMS' functions.
- (c) Relevant criteria which would be examined by the committee include:
- (i) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or

- (ii) Holding a specialist graduate diploma in a field related to the work of the professional engineer in RMS, not being a graduate diploma in management or a business administration diploma; or
 - (iii) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
 - (iv) The Specialist Engineer Accreditation Committee will consist of a representative of RMS, APESMA and a mutually acceptable independent expert in the specialist field under consideration.
- (d) If a staff member is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the staff member may appeal to their Director who will review the decision in conjunction with the General Manager, Human Resource Strategy.

6. Recognition of Professional Engineering Skills

- (a) The importance of the contribution of Professional Engineers to RMS is recognised by this award.
- (b) A staff member with the qualifications of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this award. Recognition is available in accordance with the RMS policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- (c) The Recognition of Professional Engineers Policy will not be amended without the agreement of APESMA.

7. Arrangement of Hours and Loadings

7.1 General

- (a) Hours of work for staff are outlined in this clause.
- (b) These conditions apply unless the staff member is employed as a shift worker, either part-time or full-time. If so, the working arrangements are set out at clause 9.

7.2 Recording Hours

Staff are required to record their hours worked on an RMS time sheet.

7.3 Hours for Full-Time Staff

The ordinary hours of work are 35 hours per week. RMS and staff may agree to work either a standard hours arrangement or a flexitime arrangement. RMS may direct staff to work a standard hours arrangement in exceptional circumstances.

7.3.1 Standard Hours Arrangement

- (a) A standard hours arrangement involves seven hours per day and 35 hours per week (worked over a five day period, Monday to Friday) with a designated start and finish time, between 8:30 am and 4:30 pm.
- (b) The same number of daily hours referred to in clause 7.3.1(a) may be worked at any time between 7.30am and 6.00pm if RMS' approval of the variation in the bandwidth has been given and APESMA concur with the variation. Proposals to vary the bandwidth must be forwarded to the Industrial Relations Section for negotiation with APESMA prior to the staff member commencing the varied hours.

- (c) Staff working under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2pm unless local arrangements are made in advance, based on a staff member's personal needs or operational needs. In this case, staff and management may agree to reduce the meal break to a minimum of 30 minutes.

7.3.2 Flexitime

- (a) Staff who have approval to work flexitime do so subject to RMS' Flexible Working Hours Policy and the following conditions:
 - (i) Staff may work to accumulate and take a maximum number of 13 full flex leave days during a calendar year (12 months).
 - (ii) Except as per subclause 7.3.2 c), staff may take one full day of flex leave or two half days during each settlement period.
 - (iii) A full flex leave day for a full-time staff member is 7 hours. For part-time staff a full flex leave day is the number of hours the staff member normally works on the day that flexitime leave is taken. These hours must be accrued as Time Credit (worked in addition to the staff member's usual hours of work) over the settlement period.
 - (iv) Staff must work their hours of work within the bandwidth of 7.30am to 6.00pm,
 - (v) Staff are required to work during the core time between 9.30am to 3.30pm,
 - (vi) All time worked during bandwidth within the settlement period (except paid overtime and meal breaks) will count towards Time Credit.
 - (vii) Staff must take a lunch break of at least 30 minutes and not more than two hours and 30 minutes, between 11.45am and 2.15pm
 - (viii) Staff may take flex leave even though this may result in a debit balance.
 - (ix) Staff who take a half day flex leave must work a minimum of three and a half hours on that day.
 - (x) Staff may take a half day flex leave in combination with other types of approved leave, provided that the total approved leave for a day equals the standard daily hours applicable to the staff member's classification.
 - (xi) Staff may take flex leave in combination with other types of approved leave.

- (b) Settlement Period

There is a 4-week settlement period during which staff must work their hours of work. RMS determines the commencing and finishing dates of the settlement period.

- (c) Banked Days

- (i) For the avoidance of doubt, the maximum number of flex days that may be taken or banked each calendar year is a total of 13 days. (Note: there are 13 settlement periods in each calendar year.)
- (ii) Each staff member shall be entitled to bank up to four untaken flex days in a calendar year. Subject to approval, the staff member can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time.

- (iii) All banked days that are not taken by 31 January each year shall be forfeited.
 - (iv) Notwithstanding the above, staff who work on Alliances or major projects shall be entitled to bank flex days during the project to be taken at the conclusion of the project or at set times during the project. Such leave arrangements shall be approved by the relevant Branch Manager prior to the commencement of the Alliance /major project.
 - (v) Where a staff member has accrued 40 days annual leave, unless otherwise authorised by the staff member's manager, flex leave shall only be taken where annual leave has been applied for and approved. If, however, annual leave has been applied for and declined, the staff member shall be entitled to access flex leave in accordance with the normal approval process.
- (d) Untaken Flex Leave
- (i) A maximum credit of ten hours, in addition to flex days already banked as per 7.3.2(c) is allowed for each four-weekly settlement period.
 - (ii) Time in excess of ten hours (excluding flex days already banked as per 7.3.2(c)) at the conclusion of the settlement period will be forfeited.
- (e) Debit of Hours

Staff who work fewer hours than their hours of work during the settlement period can carry over a maximum of 10 hours debit to the next settlement period. Staff who are in debit more than 10 hours at the end of the settlement period must apply for leave for the time in excess of the ten hours.

7.3.3 Other Approved Leave During Core Time

- (a) Staff who need to be absent during core time must apply and obtain approval for leave before the time they intend to be absent on leave.
- (b) The timing of taking leave is at the discretion of the RMS.
- (c) Staff must cooperate with management to organise the best time to take leave and a request to take leave must be made with reasonable notice.
- (d) The minimum period of leave which can be taken during core time is one hour.
- (e) Where part day leave is taken, the total of approved leave must, as a minimum, cover the core hours for that day.

7.4 Hours and Loadings for Part-Time and Casual Staff

7.4.1 Part-time Staff

- (a) Part-time staff must work a minimum of three hours per day.
- (b) The pattern of hours or days per cycle for part-time staff are set out in the letter of appointment and may be varied by written agreement between the staff member and his or her line manager.
- (c) Part-time staff who work in excess of their usual daily hours will be paid at the ordinary rate of pay plus a loading of 1/12th in lieu of accrual of annual leave, up to a maximum which is equal to the daily hours of full-time staff in the relevant classification.

- (d) Part-time staff may work, with approval of a line manager, under a flexitime arrangement as set out at clause 7.3.2.
- (e) The entitlements for part-time staff accrue on a pro-rata basis.

7.4.2 Casual Staff

- (a) Casual staff are employed on an hourly basis for a minimum of three hours per engagement.
- (b) Casual staff who work less than three hours per engagement are paid for three hours.
- (c) Casual staff are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (d) Casual staff are paid a loading of 17% of the ordinary rate of pay to compensate for the irregular nature of their engagement and because casual staff are not entitled to be paid for public holidays and other paid leave, except extended leave.

8. Tele-Working

8.1 Tele-working Arrangements

Tele-working arrangements are available to staff to work from an alternative office location either occasionally or on a regular basis or under special circumstances.

8.1.1 Conditions for Tele-working Arrangements

Tele-working arrangements are available to staff provided the following conditions are met:

- (a) RMS policies regarding tele-working and flexible work arrangements are complied with;
- (b) Work can be completed efficiently and productively; and
- (c) Customer service delivery is maintained.

8.1.2 Commencing or Varying Tele-working Arrangements

- (a) Arrangements to tele-work between a staff member and their manager must be voluntary and mutually convenient.
- (b) A tele-working arrangement can be varied by mutual consent between the staff member and their manager at any time or be terminated where it no longer meets the conditions set out in the Tele-working Policy, the Tele-Working Agreement or RMS' business needs.
- (c) A request to commence a tele-working arrangement will not be unreasonably refused. If a staff member believes a request has been unreasonably refused they may raise a grievance under the Grievance Resolution Policy and Guidelines.

9. Shift Work

9.1 General

If a staff member is directed by RMS management to work shift work, the following provisions apply.

9.1.1 Arrangement of Shift Hours

- (a) Early morning shift is a shift commencing between 4.00am and 6.00am, Monday to Friday.

- (b) Day shift is a shift worked between 7.00 am and 5.00pm Monday to Friday.
- (c) Afternoon shift is a shift commencing at or after 12 noon Monday to Friday.
- (d) Night shift is a shift commencing at or after 4.00pm and finishing at or before 4.00am, Monday to Friday.

9.1.2 Payment for Shift Work

- (a) Payment for shift work is at the following rates:
 - (i) for an early morning shift, the ordinary rate of pay plus 12½%,
 - (ii) for a day shift, the ordinary rate of pay,
 - (iii) for an afternoon shift, the ordinary rate of pay plus 12½%,
 - (iv) for a night shift, the ordinary rate of pay plus 15%,
 - (v) for a Saturday, the ordinary rate of pay plus 50%,
 - (vi) for a Sunday, the ordinary rate of pay plus 100%, and
 - (vii) for a public holiday, the ordinary rate of pay plus 150%.
- (b) Staff who work a shift on their rostered day off will be paid at the overtime rates as set out at clause 9.1.6 provided that the shift arrangement has been at the direction of RMS and not due to the staff member's own actions (for example in arranging a shift swap).
- (c) Staff who work a six or seven-day shift cycle and are rostered off on a public holiday, will be:
 - (i) credited with a day's annual leave, or
 - (ii) paid, at the ordinary rate of pay, for the public holiday.

9.1.3 Shift Rosters

- (a) RMS may roster staff to work shifts on a rotating basis.
- (b) The ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non-shift workers in the same classification who work Monday to Friday.
- (c) Where practicable, staff will be given seven days notice of the shifts to be worked.
- (d) Staff shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours, staff shall take a rest break of at least four consecutive hours. Where staff are directed to resume work without having had a rest break of eight consecutive hours, they will be paid for all hours worked, until the staff member is released from work for eight consecutive hours at the rate of double ordinary time or double time and a half on a public holiday. Any rostered working time occurring during such absence shall be paid for at the ordinary shift rates.
- (e) Staff who are rostered to work rotating shifts:
 - (i) must not be rostered to work for more than five consecutive shifts in seven consecutive days,

- (ii) the roster rotates weekly and runs from either Monday to Friday or Sunday to Thursday,
 - (iii) where three shifts per day are being worked, the order of rotation of shift is day, to night, to afternoon, to day shift,
 - (iv) must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the staff member requests this arrangement and RMS agrees.
- (f) Staff who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in (e) (iv) above, are to be paid time and a half for all ordinary time worked on the afternoon and/or night shift, in excess of two consecutive weeks, until the shifts are rotated.

9.1.4 Temporary Night Shift Work

- (a) Temporary shift work is worked between Sunday to Thursday inclusive, or Monday to Friday inclusive.
- (b) Arrangements for temporary shift work must be by agreement with local management, provided that the choice of shift patterns does not prevent RMS from applying shift work provisions to other staff.
- (c) For the purpose of this clause "temporary shift work" means shift work for up to 2 weeks.
- (d) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

- (e) If a normal shift is worked between:
 - (i) Monday and Friday, the Friday shift starts before and finishes after midnight Friday; or
 - (ii) Sunday and Thursday, the Sunday shift starts before midnight Sunday.
- (f) Staff who work according to a temporary shift work arrangement on a Saturday, Sunday or Public Holiday must be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in clause (e) are paid at ordinary shift rates; and
 - (ii) Sunday shifts referred to in clause (e) are paid at ordinary shift rates after midnight Sunday.
- (g) Staff who work in excess of the agreed ordinary temporary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) must be paid double-time.
- (h) Staff who are required to work temporary shift work must be given at least 48 hours notice. If shift hours are changed, staff must be notified by the finishing time of their previous shift.

- (i) Staff must not work more than one ordinary shift on any one day (eg. a day shift and a night shift). If staff are required to work a second shift on a given day, the second shift is paid as overtime.
- (j) Staff who work according to a temporary shift work arrangement of less than five consecutive working days and this is:
 - (i) due to their actions, will be paid normal shift rates; or
 - (ii) not due to their actions, will be paid overtime rates.
- (k) Public Holidays are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of paragraph (j) above.
- (l) No staff member who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.

9.1.5 Meal Breaks on Shift Work

- (a) A meal break must be a minimum of 30 minutes in duration.
- (b) Except in an emergency, staff must not work more than five hours without a meal break.
- (c) A meal break during a day shift is unpaid and does not count as time worked.
- (d) A meal break taken during an early morning, afternoon or nightshift is taken as part of ordinary working hours and is to be paid for at the appropriate shift rate.
- (e) Staff who are given less than 24 hours notice of a change to a roster or are required to work a shift on a rostered day off will be paid a meal allowance as specified in item 1 of Table A.
- (f) Staff who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (g) Staff who work more than two hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 1 of Table A.
- (h) During paid meal breaks staff must remain available to carry out duties if required.

9.1.6 Overtime on Shift Work

- (a) Overtime will be paid when RMS directs staff to work more than the full time hours of work.
- (b) Overtime payments are calculated exclusive of any shift loadings and are based on the staff member's ordinary rate of pay.
- (c) Each period of overtime stands alone.
- (d) Staff must not be on duty for more than 16 consecutive hours.
- (e) Overtime is paid at the following rates:
 - (i) time and a half for the first two hours and double time thereafter for overtime worked Monday to Saturday;

- (ii) double time for overtime worked on a Sunday; and
- (iii) double time and a half for overtime worked on a public holiday.
- (f) Staff who are not rostered to work a shift on a Saturday, Sunday or public holiday and are directed to work on such a day, must be paid a minimum of three hours' overtime.
- (g) Staff who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (h) Staff who work more than two hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 1 of Table A.

10. Overtime

Shift workers should refer to clause 9.1.6 for overtime on shift work.

10.1 General

- (a) RMS may direct staff to work reasonable overtime at overtime rates.
- (b) Staff may refuse to work overtime in circumstances where the request is unreasonable having regard to:
 - (i) health and safety risks,
 - (ii) personal circumstances including any family and carer responsibilities,
 - (iii) the needs of the workplace,
 - (iv) the notice (if any) given by RMS of the overtime required to be worked and the staff member's intention to refuse it, and
 - (v) any other relevant matter.
- (c) All overtime required to be worked shall be approved in advance by the relevant manager. Overtime is work:
 - (i) before usual starting times and after usual ceasing times if the staff member is working a standard working hours arrangement, or
 - (ii) outside the bandwidth if the staff member is working a flexible working hours arrangement, or
 - (iii) outside of rostered shift hours in any 24 hour period.

10.2 Payment for Overtime

- (a) There is no entitlement to payment for overtime if:
 - (i) the staff member is paid an allowance in lieu of overtime, or
 - (ii) prior approval has not been given by a person who has the delegated authority to approve overtime,
 - (iii) the period of overtime worked is less than 15 minutes,

- (b) For all staff, payments for overtime are calculated on ordinary rates of pay subject to subclause (d) and (e) of this clause.
- (c) Payment for overtime is at the rate of:
 - (i) time and a half for the first two hours and double time thereafter for time worked Monday to Saturday,
 - (ii) double time on Sundays,
 - (iii) double time and a half on public holidays.
- (d) Staff at Level 3 and above must have approval to work overtime from the relevant manager identified in RMS' Overtime Policy. Any overtime approved will normally be calculated on the top step of Engineer Level 2 unless the relevant manager authorises payment calculated on the staff member's substantive rate.
- (e) Staff who are directed to work overtime on a Saturday, Sunday or a public holiday must be paid a minimum of three hours at overtime rates where the overtime is not at the end of ordinary hours worked on a Saturday, Sunday or public holiday.

10.3 Overtime for Part-Time Staff and Casual Staff

10.3.1 Overtime for Part-Time Staff

- (a) Part-time staff who are directed to work by RMS in excess of set and regular hours and up to the maximum ordinary hours of a full-time staff member in the same classification, are to be paid for excess hours at the ordinary rate per hour plus a loading, in lieu of additional annual leave, of:
 - (i) 1/12th if the staff member is entitled to four weeks' annual leave, or
 - (ii) 5/47ths if the staff member is entitled to five weeks' annual leave.
- (b) Part-time staff who are directed by RMS to work in excess of the maximum ordinary hours of a full-time staff member in their relevant classification will be paid overtime exclusive of loadings.
- (c) For part-time staff who are directed by RMS to work flexible hours:
 - (i) work done within the bandwidth accrues as flexi-time at ordinary rates, and
 - (ii) work done outside the bandwidth is paid at the overtime rates applicable to full-time staff in the relevant classification.

10.3.2 Overtime for Casual Staff

Staff employed on a casual basis will be:

- (a) paid overtime for work which is directed to be done by RMS in excess of the standard daily hours applicable to full-time staff in the relevant classification, and
- (b) paid at overtime rates (as per clause 10.2 b) exclusive of loadings.

10.4 Leave in Lieu of Overtime Payment

- (a) Staff who work overtime on a Saturday, Sunday or Public Holiday:

- (i) may choose to take up to one day leave in lieu of payment for all or part of their entitlement in respect of each period of overtime worked,
 - (ii) must notify their intention to choose leave in lieu of payment within two working days of having worked the overtime. Such leave is calculated at the same rate that would have applied to the payment of overtime,
 - (iii) will be paid for the balance of any overtime not taken as leave in lieu.
- (b) Staff who work overtime on a Public Holiday may choose to have up to one day's leave in lieu of payment added to their annual leave accrual.
- (c) Staff who choose to take leave in lieu of overtime payment, must take that leave:
- (i) at RMS' convenience, and
 - (ii) in minimum periods of one hour, and
 - (iii) within one month of the date of making that choice.

10.5 Meal Break on Overtime

- (a) Staff who work more than an hour and a half overtime after their ordinary hours finishing time are entitled to a 30 minute meal break and a meal allowance as set out at Item 1 of Table A.
- (b) Staff who work more than an hour and a half overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (c) Staff who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (d) Staff who are not provided with a meal, will be paid a meal allowance on condition that:
 - (i) money was spent in obtaining the meal,
 - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
 - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
 - (iv) the time taken for the meal break is not regarded as time worked.
- (e) Staff who resume work after their meal break are entitled to an additional meal break and allowance if a further five hours overtime is worked that same day.
- (f) Meal allowances are paid at the rates set out at Item 1 - Table A.
- (g) Breakfast is paid when the staff member is required to commence work at or before 6 am and at least one hour before the prescribed starting time,
- (h) Lunch is paid when the staff member is required to work on Saturday, Sunday or a state-wide public holiday and the prescribed starting time is:
 - (i) not later than 8.30 am and the staff member is required to work until or beyond 1.30 pm, or
 - (ii) later than 8.30 am and the staff member is required to work until or beyond 2.00 pm,

- (i) An evening meal is paid when the staff member is required to work until or beyond 6 pm on a normal working day and:
 - (i) the staff member is employed under a flexible working hours arrangement and has worked for more than nine hours, excluding the day's lunch break or
 - (ii) the staff member does not work under a flexible working hours arrangement, their prescribed starting time is not later than 8.50 am and at least one and a half hours is worked after the prescribed ceasing time.

10.6 Minimum Rest Period

- (a) Staff who work overtime are entitled to:
 - (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts,
 - (ii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours,
 - (iii) payment at the rate of double time until released from work, if the staff member is recalled to work without having had at least eight consecutive hours off work,
 - (iv) a further rest period of at least eight consecutive hours if the staff member is recalled to work without initially having had at least eight consecutive hours off work.
- (b) If a staff member's usual ordinary hours occur during the minimum rest period of eight hours in (i) and (iv) above, the staff member will be paid at their normal salary for the time they are absent.

10.7 Call-Out / Call-Back

Staff who are called back to work outside their standard hours, or outside the bandwidth if working under a flexible working hours arrangement:

- (a) are paid a minimum of three hours at overtime rates for each separate call-out; except where:
 - (i) staff are called out on more than one occasion and the first and subsequent call-out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all overlapping call-out periods exceeds three hours. If the total period of all overlapping call-out periods is less than three hours, staff are paid for three hours at overtime rates;
 - (ii) Where the call-out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

11. Travelling Compensation

11.1 Travel On Official Business

- (a) Staff who travel on official business and are not provided with an RMS vehicle, must, wherever possible, travel by the most economic and practical means of public transport.
- (b) RMS pays the full cost of fares for the transport.
- (c) Where staff pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.

- (d) If there is no public transport service, then staff must obtain prior approval to travel by:
 - (i) taxi, hire car or rented car,
 - (ii) air, or
 - (iii) private vehicle, in accordance with clause 13.4.
- (e) Staff who receive approval to use a private vehicle for official business travel will be reimbursed as set out in 13.4.2.

11.2 Travel Compensation

11.2.1 Fares

- (a) Staff are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If staff are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), staff may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares.

11.2.2 Travelling Time

- (a) Staff are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 11.2.2 and 11.2.3. Staff are not entitled to be paid travelling time or take time off in lieu:
 - (i) for time spent travelling between their usual headquarters and usual permanent residence,
 - (ii) for time spent travelling on permanent transfer where:
 1. the transfer involves promotion which carries increased salary,
 2. the transfer is for disciplinary reasons,
 3. the transfer is made at the staff member's request, or
 4. special leave has been granted for the day or days on which the travel is to be undertaken,
 - (iii) for periods of less than a quarter of an hour on any day,
 - (iv) for the time taken by the staff member to stop and eat a meal,
 - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
 - (vi) for travel by ship on which meals and accommodation are provided,
 - (vii) for travel overseas,
 - (viii) from 11.00 pm on the night the staff member is provided with overnight accommodation to 7.30 am the following day,

- (ix) if the staff member receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.
- (b) Staff who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
 - (i) working day, staff are paid for time spent in travelling before their normal commencing time or after their normal ceasing time,
 - (ii) non-working day, staff are paid for all time spent travelling on official business after 7.30am.

11.2.3 Payment for Travelling and Waiting Time

- (a) Staff who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When staff are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Staff who are in receipt of a salary in excess of the rate applicable to the maximum rate for Engineer Level 1 Year 3, shall be paid travelling time calculated at the maximum rate for Engineer Level 1 Year 3, per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period.
- (e) Unless otherwise directed, staff must take time off in lieu within four weeks of being notified of approval of the leave.

12. Leave

12.1 General

- (a) Staff must obtain approval to take leave prior to commencing leave.
- (b) If staff are absent from work because of illness or other emergency, they must notify, or arrange for another person to notify, their supervisor of:
 - (i) the reason for the absence, and
 - (ii) the anticipated return to work date, by 9.30am on the first day of their absence or as soon as practicable.
- (c) Staff are not to undertake other employment during any period of paid or unpaid leave unless having first obtained RMS approval.
- (d) Staff who do not have approval for their absence are regarded as being absent from work without authorised leave. These periods of absence do not count as service and are not paid.

12.2 Accrual of Leave

- (a) Leave is recorded as accruing in hours.

- (b) Where leave accruals are expressed in days, a day for staff who work 35 hours per week, is 7 hours.

12.3 Taking of Leave

- (a) The minimum period staff can claim for leave is one hour.
- (b) Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (c) Staff must claim the actual ordinary hours and minutes that they would have worked had they not been on leave.
- (d) For the purpose of (c) above, ordinary hours includes any time staff would have worked towards their accrued day off.

12.4 Leave Entitlements for Part-Time, Limited Duration and Casual Staff

- (a) Staff who work part-time, accrue all leave on a pro-rata basis, calculated according to the number of hours worked each week.
- (b) Staff who are employed on a limited duration basis, accrue all leave on the same basis as permanent staff.
- (c) If staff are employed on a limited duration basis and take leave, whether paid or unpaid, their contract is not extended by the period of that leave.
- (d) Casual staff are paid an additional rate per hour in lieu of leave and are not entitled to paid leave (except, in certain circumstances, Extended Leave in accordance with this Award).

12.5 Transfer of Entitlements with NSW Government Departments

- (a) Staff who have been employed continuously within the NSW Government Departments and Authorities listed in Schedule 1 and 3 of the Public Sector Management Act 2002 have portable leave entitlements.
- (b) To be eligible to transfer leave entitlements under (a) above, staff must cease work with their previous employer and commence work with RMS:
 - (i) on the next working day, or
 - (ii) on the next day after a period of approved leave, providing that the staff member was accepted by RMS before leaving their previous employer.
- (c) The value of transferred leave is based on the salary of the position that the staff member is appointed to at RMS.
- (d) All continuous periods of service at the date of transfer are taken into account when determining entitlements for which a period of service is a condition of eligibility, such as maternity leave.
- (e) Staff may transfer sick leave from their previous employer.
- (f) Staff may transfer a maximum of 40 days annual leave from their previous employer. If an annual leave entitlement exceeds this amount then the staff member is required to receive payment for the excess from their previous employer.

12.6 Annual Leave

12.6.1 Rate of Accrual

- (a) Full-time staff accrue annual leave at the rate of one and two-third days per month from their date of appointment.
- (b) Staff are entitled to accrue five days additional annual leave per annum, accruing at the rate of five twelfths of a day per month if:
 - (i) they receive a Remote Area Allowance in accordance with clause 13.7 or
 - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah, Narrabri, or
 - (iii) they are employed as a six or seven-day continuous shift worker.
- (c) Staff do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

12.6.2 Payment for Annual Leave

- (a) Staff are entitled to be paid in advance for periods of approved annual leave.
- (b) Unless payment is requested in advance, payment is made in the ordinary salary cycle.
- (c) Staff entitled to accrue five days additional annual leave per annum in accordance with 12.6.1(b) can cash out the monetary value of the additional five days leave once in any twelve month period.

12.6.3 Payment of Leave Upon Cessation of Employment

- (a) When staff cease employment with RMS, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.
- (c) Staff may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.
- (d) If (c) applies then:
 - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
 - (ii) the ordinary rate of pay will be increased by any increment which the staff member becomes eligible for during the period of annual leave, and
 - (iii) the final date of service is recognised as the final day of the annual leave taken.

12.6.4 Sick Leave While on Annual Leave

- (a) As per clause 12.9.1(g), staff who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.
- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.

- (c) Staff are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the staff member is retiring.

12.7 Extended Leave (Long Service Leave)

12.7.1 Extended Leave Entitlements

The right to extended leave is provided for by the Transport Administration Act 1988 (NSW) except as varied below.

12.7.2 Extended Leave Entitlements

- (a) Staff who have completed 10 years of continuous service with RMS, (inclusive of service as recognised in accordance with paragraphs (f) and (g) below) are entitled to extended leave of 44 working days.
- (b) Staff may apply to take extended leave in the following ways:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days extended leave.
- (d) From 1 January 2005, staff who have completed at least 7 years of continuous service with RMS, (inclusive of service as recognised in accordance with (f) and (g) below) are entitled to access the extended leave accrual indicated in (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Part-time staff or casual staff with a regular and consistent pattern of employment with RMS are entitled to extended leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) All previous periods of full-time and part-time service with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of extended leave, if the staff member is employed on a full-time or part-time basis with RMS.
- (g) Permanent service with other NSW government bodies will also be recognised by RMS in accordance with the Public Sector Employment and Management Act 2002 (NSW). Extended leave may also be transferred from Commonwealth and Government Departments from other States as provided in Schedule 3A of the Public Sector Employment and Management Act 2002 (NSW).
- (h) Nothing in paragraphs (f) or (g) above, entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as extended leave or paid out on termination.

12.7.3 Effect of Approved Leave Without Pay (LWOP) on Extended Leave Entitlements.

- (a) In determining whether a staff member has completed the required 10 years of service:
 - (i) Any period of approved LWOP taken before 13 December 1963, counts as service.

- (ii) Any period of approved LWOP, not exceeding 6 months, taken after 13 December 1963, counts as service.
- (b) Where staff have completed 10 years continuous service with RMS, (inclusive of service recognised in accordance with paragraphs 12.7.2(f) and 12.7.2 (g) above, approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) Military service (e.g. Army, Navy or Air Force);
 - (ii) Major interruptions to public transport; and
 - (iii) Periods on leave accepted as workers compensation leave.
- (c) For staff who have completed 10 years continuous service, (inclusive of service as recognised in accordance with paragraphs 12.7.2(e) and 12.7.2(f) above) any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

12.7.4 Payment and Taking of Extended Leave.

- (a) Subject to RMS approval, extended leave may be taken:
 - (i) At a time convenient to RMS;
 - (ii) For a minimum period of one hour;
 - (iii) At full pay, half pay or double pay.
- (b) Staff who take extended leave at double pay:
 - (i) will have their extended leave balance debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) The additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable;
 - (iii) All leave entitlements will accrue based on the actual number of working days absent from work on extended leave.
- (c) Staff who take extended leave at half pay:
 - (i) Will have their extended leave balance debited at the rate of half the days/hours taken as extended leave;
 - (ii) Recreation leave entitlements will accrue at half the ordinary rate for the actual number of working days absent from work;
 - (iii) All other leave entitlements will accrue based on the actual number of working days absent from work on extended leave.
- (d) If a staff member's ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time or casual staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or

- (ii) the past 5 years, whichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action the staff member becomes eligible for while absent on extended leave.
- (h) Staff who take extended leave whilst in service may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

12.7.5 Sick Leave While on Extended Leave.

- (a) As per clause 12.9.1(g) Staff are only entitled to claim sick leave that occurs during an absence on extended leave, when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a satisfactory medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the extended leave balance is re-credited with:
 - (i) the equivalent period of sick leave, if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance, if taking leave on a double pay basis.
- (d) If extended leave is taken at double pay, RMS will recoup any allowance already paid for the period being claimed as sick leave.
- (e) These sick leave provisions apply if extended leave is taken prior to retirement but not to extended leave taken prior to resignation or termination of services.

12.7.6 Public Holidays While on Extended Leave.

- (a) The days set out in clause 18 of this award that fall while staff are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment due for the days set out in clause 18 of this award is calculated on the ordinary hours of work and paid at single time, even if the staff member has chosen to take extended leave at half-pay or double pay.

12.7.7 Payment or Transfer of Extended Leave on Termination.

- (a) Staff who are entitled to extended leave on termination of service, including retirement, will be paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For full-time staff, the payment is calculated at the substantive rate of pay on the last day of service.
- (c) For part-time or casual staff, the payment is calculated as per 12.7.4(e) above.
- (d) Staff who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with paragraphs (12.7.2(f) and 12.7.2(g) above), and their services are either terminated by RMS for any reason other than serious and intentional misconduct; or by the staff member in writing on account of retirement,

illness, or incapacity or domestic or other pressing necessity, the staff member is entitled to:

- (i) 22 days of leave on full pay after five year's service, and
 - (ii) for service after five years and up to seven years, an additional amount of 4.4 days leave for each completed year of service.
- (e) In the event of (d) applying, any period of leave without pay taken does not count as service.
- (f) Staff who resign to join another Government Department, and 'transfer' as defined by Schedule 3A of the Public Sector Employment and Management Act 2002 (NSW) are entitled to have their extended leave accrual accepted by the new employer.

12.8 Leave Without Pay

12.8.1 Approved Leave Without Pay

- (a) Staff may be granted leave without pay (LWOP):
- (i) providing that good and sufficient reasons are shown for the leave,
 - (ii) up to a maximum of three years, providing that service has been satisfactory,
 - (iii) on a full-time or part-time basis,
 - (iv) commencing on the first working day after the staff member ceases work or at the expiration of paid leave, and
 - (v) ceasing on the day prior to the day on which the staff member resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that RMS retains the right to:
- (i) abolish any position on the grounds of redundancy,
 - (ii) require a staff member to relinquish a position, or
 - (iii) terminate the staff member's services, should circumstances during the absence, so require.

A decision made to abolish a position while a staff member is on LWOP does not mean that the staff member will be offered a voluntary redundancy. RMS' policy and procedures on the management of displaced and excess staff will apply.

- (c) Staff may not take LWOP to engage in other employment unless RMS is satisfied that the skills and experience gained from this other employment will provide RMS with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Staff are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If staff obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.

- (g) Staff are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in clause 12.7.3.
- (i) A permanent appointment may be made to the staff member's position if:
 - (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) The staff member is advised of RMS' proposal to permanently back fill their position; and
 - (iii) The staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (iv) RMS advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The staff member does not cease to be employed by RMS if their position is permanently backfilled.
- (l) Subclause 12.8.1(i) does not apply to full-time unpaid parental leave or to military leave.

12.8.2 Unauthorised Leave Without Pay

- (a) Staff who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, staff will not be paid for this period of absence.
- (b) Nothing in this clause prevents RMS from taking disciplinary action against staff for unauthorised absences from work.

12.9 Sick Leave

12.9.1 Sick Leave General

- (a) Illness in this clause and in clause 12.9.2 to 12.9.4 means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (b) Subject to this clause and clause 12.9.4, a staff member absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to their manager in respect of the absence.
- (c) If the manager is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the manager:
 - (i) Shall grant to the staff member sick leave on full pay; and
 - (ii) May grant to the staff member, sick leave without pay if the staff member has exhausted their accrued sick leave entitlement.
- (d) The granting of paid or unpaid sick leave shall be subject to the employee:

- (i) informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
 - (ii) providing evidence in accordance with this clause 12.9.1 and subject to the conditions in 12.9.4, which indicates the nature of the illness and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of RMS.
- (e) As a general practice, backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.
- (f) Where, in the opinion of RMS, a staff member exhibits a pattern of taking sick days immediately preceding or following weekends, rostered days off, accrued days off, flex days, public holidays or other planned absences from the workplace, the staff member may, at the discretion of RMS, be required to provide a medical certificate for each further absence due to illness or injury. This will be managed under RMS' Absence Management Program.
- (g) As per clauses 12.6.4 and 12.7.5, if a staff member who is absent on recreation leave or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness which occurred during the leave, the manager may, subject to the provisions of this clause, grant sick leave as follows:
- (i) In respect of recreation leave, the period set out in the medical certificate;
 - (ii) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more; and
 - (iii) The manager has the discretion to accept other forms of evidence to satisfy that a staff member has a genuine illness.
- (h) Subclause 12.9.1(g) applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

12.9.2 Direction to Take Sick Leave

- (a) RMS may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- (i) Is unable to carry out their duties without distress; or
 - (ii) Risks further impairment of their health by reporting for duty; or
 - (iii) Is a risk to the health, wellbeing or safety of other staff members, clients or members of the public.
- (b) RMS may direct a staff member to participate in a return to work program, where necessary, depending on the nature of the illness and the period of absence on sick leave in order to assist the staff member to resume full duties.

12.9.3 Accrued Entitlements

- (a) Any staff member appointed from the date of this award will commence accruing sick leave in accordance with this clause immediately.
- (b) Staff members employed at the time of the award variation will accrue sick leave in accordance with this clause from 1 January 2010 onwards.
- (c) At the commencement of employment with RMS, a full time staff member is granted an accrual of 5 days sick leave.
- (d) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (e) After the first year of service, the staff member shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (f) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Paid sick leave will not be granted during a period of leave without pay.
- (h) Paid sick leave which may be granted to a staff member in the first 4 months of service shall be limited to 5 days paid sick leave, unless RMS approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

12.9.4 Absence Management Program

- (a) A staff member may absent themselves for a total of five working days due to illness without the provision of evidence of illness or injury. Staff who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness for each occasion absent for the balance of the calendar year. This will be managed under the RMS' Absence Management Program.
- (b) If RMS is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to an approved medical practitioner for advice.
 - (i) The type of leave granted to the staff member will be determined by RMS based on this advice; and
 - (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (c) Staff who are on the Absence Management Program may not be offered overtime or may not be directed to work overtime.
- (d) Nothing in clause 12.9.1 to 12.9.4 removes the right of RMS to request medical certificates for single day absences where required.

12.9.5 Special Sick Leave

- (a) Staff may be granted special sick leave if the following criteria are satisfied:
 - (i) ten or more years of service, and
 - (ii) has been or will be absent for more than 3 months, and

- (iii) has exhausted or will exhaust paid sick leave.
- (b) Special sick leave may be granted on the basis of one month for each ten years of completed service plus ten working days, less any additional special sick leave taken during service.

12.9.6 Additional Sick Leave for Staff with War-Caused Disabilities Leave

- (a) Staff with war-caused disabilities which have been accepted by the Department of Veterans' Affairs are entitled to additional sick leave.
- (b) The additional sick leave is 15 days per calendar year but is not cumulative. This additional grant is separate from the normal annual sick leave entitlement.
- (c) Injuries or illnesses resulting directly or indirectly from service in the armed forces but not in a war zone are not regarded as war caused disabilities for the purposes of this clause.

12.10 Maternity Leave

12.10.1 General

- (a) Maternity leave is available for female staff, (including those employed as casuals who have worked on a regular and systematic basis with RMS for at least 12 months) to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) If a staff member has been granted maternity leave and their child is stillborn or dies shortly after birth, the staff member may choose to take maternity leave or sick leave.
- (c) If a pregnancy terminates and the staff member has applied for or been granted maternity leave, the staff member must advise RMS of the date of the termination as soon as practicable.
- (d) If a staff member is on another form of leave and their child is born before the expected date of birth, the maternity leave commences from the date of the birth of the child.

12.10.2 Paid Maternity Leave

- (a) Staff who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of a child, are entitled to paid maternity leave at the ordinary rate of pay for:
 - (i) fourteen weeks at full pay; or
 - (ii) 28 weeks at half pay; or
 - (iii) a combination of the two options above; or
 - (iv) the period of leave actually taken, if a lesser period.
- (b) The equivalent pay for the period of leave in (a) above, can be requested as a lump sum that is paid in advance of starting maternity leave.
- (c) The lump sum payment will be made up to the maximum period indicated in (a).
- (d) Staff who request to be paid for maternity leave as a lump sum and then request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.

- (e) Staff who receive payment under this clause are not entitled to any payment under clause 12.12 Parental Leave.

12.10.3 Unpaid Maternity Leave

- (a) Staff are entitled to unpaid maternity leave on the following basis:
 - (i) up to nine weeks before the expected date of birth, and
 - (ii) up to 12 months after the actual date of birth of a child.
- (b) Staff may take approved, unpaid maternity leave after the date of birth on a:
 - (i) full-time basis for a period not exceeding 12 months; or
 - (ii) part-time basis for a period not exceeding 2 years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two years.
- (c) RMS will not fail to re-engage regular casual employees because the employee is pregnant or the employee's spouse is pregnant or because the employee has been absent on maternity leave.
- (d) The rights of RMS in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.11 Adoption leave

12.11.1 General

- (a) A staff member who is the primary carer of an adopted child is entitled to adoption leave. This entitlement also applies to casual staff who have worked with RMS on a regular and systematic basis for at least 12 months.
- (b) Adoption leave commences on the date that custody of the child is taken, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- (c) Adoption leave may be approved as either paid or unpaid leave.

12.11.2 Paid Adoption Leave

- (a) Staff are entitled to paid adoption leave if they are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.
- (b) Paid adoption leave will be at the ordinary rate of pay for:
 - (i) fourteen weeks or;
 - (ii) 28 weeks at half pay or;
 - (iii) a combination of the two options above; or
 - (iv) the period of leave taken, whichever is the lesser period.
- (c) The equivalent pay for the period of leave in a) above can be requested, as a lump sum that is paid in advance of starting adoption leave.

- (d) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (e) Staff who have requested to be paid for adoption leave as a lump sum and then request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (f) Staff who receive payment under this clause are not entitled to payment under clause 12.12 Parental Leave.
- (g) If both parents are employed in the public sector, adoption leave will only be granted to one parent for each adoption.

12.11.3 Unpaid Adoption Leave

- (a) Staff are entitled to unpaid adoption leave for:
 - (i) a maximum period of 12 months if the child has not commenced school, or
 - (ii) a period, approved by RMS, up to a maximum of 12 months, if the child has commenced school.
- (b) If approved unpaid adoption leave may be taken as:
 - (i) part-time for a period not exceeding two years or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two years.
- (c) RMS will not fail to re-engage regular casual employees who are or who have been immediately absent on adoption leave. The rights of RMS in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.12 Parental Leave

12.12.1 General

- (a) Staff who are not entitled to Maternity or Adoption Leave may be entitled to unpaid Parental Leave for a period of up to 12 months to enable them, as a parent, to share in the responsibility of caring for a child or children. This entitlement also applies to casual staff who have worked with RMS on a regular and systematic basis for at least 12 months.
- (b) Staff who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector, are entitled to Paid Parental Leave of:
 - (i) One week at the full ordinary rate of pay or;
 - (ii) Two weeks at half the ordinary rate of pay.
- (c) The remainder of the requested leave will be unpaid.
- (d) Unless agreed to otherwise, the entitlement to Paid Parental Leave will be paid at the full ordinary pay for the first five days of approved leave as set out in 12.12.2 (a).

12.12.2 Taking of Parental Leave

- (a) Parental Leave approved by RMS may be taken as:

- (i) Short Parental Leave for an unbroken period of up to eight weeks at the time of the birth of a child or termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children.
- (ii) Extended Parental Leave for a period not exceeding 12 months, less any Paid or Short Parental Leave already taken as outlined above.
- (b) Extended Parental Leave may commence at any time within two years from the date of birth of the child or the date of taking custody of the adopted child.
- (c) If approved, Extended Parental Leave may be taken:
 - (i) Full-time for a period not exceeding 12 months or;
 - (ii) Part-time over a period not exceeding two years or;
 - (iii) Partly full-time and partly part-time over a proportionate period of up to two years.
- (d) RMS will not fail to re-engage a regular casual employee because the employee is or has been immediately absent on parental leave. The rights of RMS in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.13 Communication during Maternity, Adoption and Parental Leave

- (a) Where staff are on maternity, adoption or parental leave and RMS makes a definite decision to introduce significant change at the workplace, RMS will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing maternity, adoption or parental leave.
- (b) Staff must take reasonable steps to inform RMS about any significant matter that will affect the staff member's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part-time basis.
- (c) Staff must notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with paragraph (a).

12.14 Rights of Request During Maternity, Adoption or Parental Leave

- (a) Staff who are entitled to maternity, adoption or parental leave may request that RMS allow them:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age,

to assist staff in reconciling work and parental responsibilities.
- (b) RMS must consider any request made in accordance with paragraph (a) above, having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, RMS may only refuse the request on reasonable grounds

related to the effect on the workplace or RMS' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The staff member's request and RMS' decision made under paragraph (a) must be recorded in writing.
- (d) Where a staff member wishes to make a request under paragraph (a) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which they are due to return to work from maternity, adoption or parental leave.

12.15 Subsequent period of Paid Maternity or Paid Adoption Leave

- (a) A staff member who is entitled to commence a subsequent period of Paid Maternity Leave or Paid Adoption Leave within 24 months of commencing an initial period of Paid Maternity Leave or Paid Adoption Leave will be paid:
 - (i) At the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At the rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - (iii) a rate based on the hours worked period to the subsequent period of leave where the employee has returned to work and not reduced their hours.

12.16 Resumption Of Work After Maternity, Adoption or Parental Leave

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

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

12.17 Family and Community Service Leave

12.17.1 General

- (a) RMS shall grant to a staff member some, or all, of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). RMS may also grant leave for the purposes in sub clause (c). Non emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Unplanned and emergency situations may include, but not be limited to, the following:
 - (i) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions, such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;

- (iv) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the RMS considers the granting of family and community service leave to be appropriate in a particular case;
- (c) Family and Community Service Leave may also be granted for:
- (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- (d) The definition of "family" or "relative" in this clause is the same as that provided in clause 12.18 Carer's Leave.

12.17.2 Entitlement to Family and Community Service Leave

- (a) Family and community service leave shall accrue as follows:
- (i) two and a half days in the staff member's first year of service;
 - (ii) two and a half days in the staff member's second year of service; and
 - (iii) one day for each completed year of service thereafter
- (b) If available family and community service leave is exhausted as a result of natural disasters, RMS shall consider applications for additional family and community service leave, if some other emergency arises.
- (c) If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (d) If available family and community service leave is exhausted, in cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave may be granted in accordance with clause 12.18 Carer's Leave.
- (e) RMS may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

12.17.3 Casual employee entitlements to unpaid bereavement leave

- (a) Casual staff are entitled to be unavailable to work, or may leave work, if a family member or relative as set out in subclause 12.18.3 dies.
- (b) Casual staff can be unavailable to work for up to 48 hours (two days work). However, the staff member and RMS can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the staff member is absent from work or makes themselves unavailable to work.

- (c) Casual staff will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) RMS may require staff to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death, which requires them to be unavailable to work.
- (e) RMS will not fail to re-engage casual staff because they are unavailable to work or leave work in accordance with this subclause. However, the rights of RMS to otherwise engage or not engage casual staff are not affected.

12.18 Carer's Leave

12.18.1 General

- (a) Carer's Leave allows staff to use available paid sick leave, subject to approval by RMS and the conditions outlined in this subclause, to provide care and support to a category of persons set out at clause 12.18.3 when these persons are suffering a sudden or short term illness.
- (b) Staff are entitled to carer's leave when:
 - (i) they have exhausted their entitlement to FACSL or are otherwise not entitled to FACSL, and
 - (ii) are the primary care-giver of the category of persons set out at clause 12.18.3.
- (c) RMS may require the staff member to establish, by providing a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The staff member may elect, with RMS' agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due, for the purpose of undertaking carer's responsibilities.

12.18.2 Taking of Carer's Leave

- (a) When staff are on carer's leave, sick leave shall be taken from the sick leave accumulated over the previous three years.
- (b) In special circumstances, staff may be granted additional sick leave from their sick leave entitlement accumulated during their employment.

12.18.3 Category of Persons Who Can Obtain Carer's Leave

Carer's Leave is available to enable staff to provide care and support to their ill:

- (a) spouse,
- (b) defacto spouse, being a person of the opposite sex who lives in the same house as them on a bona fide domestic basis, although they are not legally married,
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child),
- (d) parent (including a foster parent or legal guardian),
- (e) grandparent or grandchild,
- (f) sibling (including the sibling of a spouse or defacto spouse),

- (g) same sex partner whom the staff member lives with as a defacto partner on a bona fide domestic basis, or
- (h) relative who is a member of the same household where, for the purposes of this definition:
- (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures, and
 - (ii) 'household' means a family group living in the same domestic dwelling.

12.18.4 Personal Carer's Leave Entitlement for Casual Employees

- (a) Casual staff are entitled to be unavailable to work, or may leave work, if they need to care for a person mentioned in subclause 12.18.3, who is sick and requires care and support, or who requires care due to an unexpected emergency, or birth of a child.
- (b) Casual staff are entitled to be unavailable to work for up to 48 hours (two days work). However, the staff member and RMS can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the staff member is absent from work or makes themselves unavailable to work.
- (c) Casual staff will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) RMS may require staff to establish, by providing a medical certificate or statutory declaration, the illness of the person concerned.
- (e) RMS will not fail to re-engage casual staff because they are unavailable to work or leave work in accordance with this subclause. However, the rights of RMS to otherwise engage or not engage casual staff are not affected.

12.19 Special Leave

12.19.1 General

- (a) Staff may be granted special leave for activities which are not covered by other forms of leave.
- (b) The amount of leave granted will be dependent on the circumstances for which the staff member requires the leave and the length of service.

12.19.2 Granting of Special Leave

Staff may be granted access to special leave in a number circumstances. These include:

- (a) on transfer (in association with subclause 13.5.11);
- (b) when on jury service;
- (c) when subpoenaed or called as a witness by the Crown;
- (d) when acting as an emergency volunteer;
- (e) trade union activities and training up to a maximum of 12 days in any period of two years;
- (f) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board etc,;

- (g) participation in graduation ceremonies;
- (h) duties associated with holding official office in Local Government;
- (i) retirement seminars;
- (j) participation in naturalisation ceremonies;
- (k) donating bone marrow;
- (l) professional or learned societies conferences, etc; and
- (m) National Aborigine and Torres Strait Islander Day (NAIDOC).

12.20 Study Leave

- (a) Staff may be granted leave to undertake study.
- (b) The terms and conditions on which study leave may be granted are set out in RMS' Study Leave Policy, as amended from time to time.
- (c) RMS will consult with APESMA before making any changes to the Study Leave Policy.

12.21 Examination Leave

- (a) Staff may be granted leave to enable them to attend examinations in courses for which study leave has been approved.
- (b) The terms and conditions on which examination leave may be granted are set out in the RMS Examination and Pre-Examination Leave Policy, as amended from time to time.
- (c) RMS will consult with APESMA before making any changes to the Examination and Pre-Examination Leave Policy.

12.22 Military Leave

12.22.1 General

- (a) Staff who are members of the Australian Defence Forces are entitled to military leave every 12 months, commencing 1 July.
- (b) Military leave is approved at the ordinary rate of pay for the purpose of their attending compulsory training, education, instruction or parades.
- (c) Staff must provide evidence to RMS from the commanding or responsible officer:
 - (i) before the event, certifying that their attendance at the event is necessary; and also
 - (ii) after the event, certifying the dates on which the staff member attended the event.
- (d) Unused military leave does not accumulate.

12.22.2 Entitlements

- (a) Staff who are members of:
 - (i) the Military and Naval Reserves are entitled to up to 24 working days military leave per year or

- (ii) the Air Force Reserves, are entitled to up to 28 working days military leave per year.
- (b) Staff are entitled to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.
- (c) Staff are entitled to special leave for the minimum time necessary to travel to and/or from annual camp provided that:
 - (i) the travel is undertaken during a time when the staff member would normally be at work and
 - (ii) the staff member receives no pay from the Australian Defence Forces for the period granted as special leave.

12.23 Observance of Essential Religious or Cultural Obligations

- (a) Staff are entitled to annual leave, extended leave or leave without pay when they are of:
 - (i) any religious faith and seek leave for the purpose of observing essential religious obligations of that faith, or
 - (ii) any ethnic or cultural background and seek leave for the purpose of observing any essential cultural obligations.
- (b) Providing it is operationally convenient to release the staff member and adequate notice of the need for leave to observe essential religious or cultural obligations is given, the leave will be granted.
- (c) Staff who seek time off during daily working hours to attend to essential religious obligations of faith, will be granted time off, subject to the staff member:
 - (i) giving adequate notice,
 - (ii) obtaining prior approval, and
 - (iii) making up the time in the manner approved by RMS.

13. Allowances

13.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
 - (i) a fraction of an hour less than 30 minutes is not taken into account.
 - (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

13.2 Meal Allowance and Meal Break While Travelling

13.2.1 Meal allowance and Break while travelling

- (a) Staff are entitled to claim a meal allowance when travelling on RMS business if they:
 - (i) return to their headquarters or place of residence on the same day;

- (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur expense in obtaining the meal.
- (b) Staff shall receive meal allowances at the rates contained Table A, Other Allowances, and subject to the following provisions:
- (i) Breakfast- the journey must have commenced before 6am and at least one hour before the staff member's normal starting time.
 - (ii) Lunch - when staff are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters. Staff whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall not be entitled to a lunch allowance.
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

13.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for staff who work overtime, is set out in clause 9.1.5 or 10.5.

13.3 Travelling and Lodging Allowance

13.3.1 General

- (a) If RMS requires a staff member to proceed on work away from their normal headquarters and the staff member cannot return to their normal headquarters on the day of departure, and the staff member does not permanently change their headquarters:
 - (i) RMS may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the staff member the appropriate meal allowance where RMS does not provide a meal provided that where a suitable meal is not available because of the staff member's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid. Under any such arrangement, RMS shall ensure that the accommodation so provided is reasonable and appropriate, having regard to the nature of the work assignment. Staff who stay in RMS-provided accommodation may receive an incidentals allowance as set out at Item 4 of Table A; or
 - (ii) where RMS does not pay the accommodation provider directly, the staff member shall receive the appropriate rate of allowance for every period of 24 hours absence by the staff member from their residence; or
 - (iii) the staff member may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 4 of Table A.
- (b) Staff must obtain prior approval before making arrangements to stay in overnight accommodation.
- (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where staff are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Staff can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.

- (d) The Travelling allowance is calculated at the hourly rate of the relevant lodging allowance as set out at Item 3 of Table A
- (e) The lodging allowance is an allowance for overnight accommodation, meals and incidentals.
- (f) Staff who are required to stay in overnight accommodation and are paid the allowance set out at 13.3.1(a)(ii) are entitled to the rate for that region as set out at Item 3 of Table A. The allowance is reduced by 50% if the staff member remains in that region for more than 35 days and up to six months.
- (g) Lodging allowance is calculated from the time staff depart from:
 - (i) their normal headquarters, or
 - (ii) their normal place of permanent residence where they travel directly from there, or
 - (iii) another temporary work location.
- (h) Staff who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
- (i) Subject to (h) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, staff receive the rates based on the times of departure from each location. Methods for calculation of lodging allowance for staff travelling between different locations are set out in Appendix A.
- (j) Staff are not entitled to an allowance under clause 13.3 for:
 - (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure,
 - (ii) any period of leave, except with RMS approval or otherwise provided by clause 13.3, or
 - (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.
- (k) For the purposes of clause 13.3, 'Sydney' means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if staff are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
- (l) When staff return from a temporary work location after more than 35 days and less than six months' lodging they are paid travelling at the hourly rate of the relevant Lodgings allowance as set in Item 3 of Table A. Travelling is calculated from the time the staff member departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.
- (m) If the lodging allowance is deemed insufficient to adequately reimburse staff for expenses properly and reasonably incurred, a further amount may be paid to the staff member for the additional expenses incurred; or

- (n) Staff must produce receipts to receive reimbursement for actual expenses unless RMS is prepared to accept other evidence from them.
- (o) The new accommodation arrangements in this clause shall be implemented in consultation with APESMA. In the event of any dispute over the implementation of these changes the parties shall have recourse to the Commission under the disputes settlement procedure (clause 19).

13.3.2 Lodging in RMS-Provided Accommodation

- (a) Staff who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by RMS.
- (b) Where RMS does not provide meals, staff are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Staff who stay in RMS-provided accommodation may receive an incidentals allowance as set out at Item 4 of Table A.

13.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If staff:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
 - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra),then claims for travel and lodging allowances are calculated according to (c) - (e) below.
- (b) Staff are entitled to the Travelling allowance set out in 13.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If staff have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 6 of Table A, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Table A. The allowance is calculated from the time of the staff member's departure to the temporary work location up until the time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday.
- (d) Where it is necessary to:
 - (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
 - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,staff are paid the reasonable actual cost, plus an amount set out at Item 4 of Table A.

- (e) When travelling to permanent residence/headquarters each week, staff are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If staff make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

13.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For staff who:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more; and
 - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in clause 13.3.3(a)(ii), to travel to their permanent residence at weekends,

the entitlement to return to permanent residence/headquarters is calculated as set out below.
- (b) If the distance between a temporary work location and the staff member's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then staff are entitled:
 - (i) if they have dependents, to return to their permanent residence every four weeks at RMS' expense. Alternatively, staff may return to their permanent residence every two weeks and have half their costs met by the RMS.
 - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at RMS' expense. Alternatively, staff may return to their permanent residence every four weeks and have half their costs met by the RMS.
- (c) If the distance between a staff member's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that staff are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then staff are entitled:
 - (i) if they have dependants, to return to their permanent residence at RMS' expense and take two days special leave (usually Friday and/or Monday) every four weeks,
 - (ii) if they do not have dependants, to return to their permanent residence at RMS' expense and take two days special leave (usually Friday and/or Monday) every eight weeks.
- (d) Having regard to the period of absence from work that is necessitated by land-based travel, RMS may provide staff with air transport.
- (e) If, in accordance with (b) and (c) above, staff return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and staff are paid travelling time as set out at clause 11.2.2(b).
- (f) When staff travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If staff make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

13.4 Use of Private Motor Vehicle

13.4.1 General

- (a) Unless otherwise specified in this Award, staff bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Staff may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for RMS than other forms of transport.
- (c) If staff have approval to use a private motor vehicle for work purposes, they must have current:
 - (i) third party personal injury insurance, and
 - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by RMS.

13.4.2 Rates, Allowances and Expenses

- (a) Staff who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Staff will be paid:
 - (i) the Specified Journey Rate, as set at Item 6 of Table A for travel to and from a temporary work location; or when on official business where an RMS vehicle or other forms of transport are available, but the staff member elects to use their own private vehicle, with the approval of RMS. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport.
 - (ii) the Official Business Rate as set at Item 5 of Table A for using a private vehicle on official business when no other means of transport is available, where the staff member is directed to use their own vehicle by RMS and the staff member agrees to do so.
 - (iii) the Official Business Rate as set at Item 5 of Table A if, owing to a disability, the staff member is unable to use other transport.

13.4.3 Private Use of RMS vehicles

- (a) Subject to management approval and the provisions of RMS' Light Motor Vehicle Policy and Guidelines, staff may negotiate to include the private use of an RMS vehicle in a salary package arrangement.
- (b) Such arrangement will be subject to a motor vehicle being available from within the RMS motor vehicle fleet and the vehicle being made available for general use during business hours.

13.5 Conditions and Allowances on Transfer

13.5.1 General

- (a) Unless otherwise approved by RMS, staff are not paid allowances if they transfer:
 - (i) at their own request within a period of 2 years of taking up duty at their current headquarters,
 - (ii) under arrangements they have made directly with another staff member to exchange positions,

- (iii) to a new headquarters within 34km of their previous headquarters,
 - (iv) for reasons of proven misconduct.
- (b) Where both spouses are RMS officers and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred officers prior to relocating.

13.5.2 Travelling and Accommodation Allowance

- (a) Staff who are transferred from one headquarters to another are paid the travelling allowance set out at clause 13.3.1 until arriving at their new headquarters.
- (b) Staff who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
- (i) separated from their dependants, are, paid the relevant accommodation allowance set out at clause 13.3, for the first eight weeks,
 - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the staff member can produce receipts of the expenses claimed. Staff are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the staff member has receipts, minus the amount each week set out at Item 21 of Table A,
 - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks,
 - (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 9 of Table A.
- (c) Staff who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain RMS approval prior to the expiration of the above periods.
- (d) Where RMS is not prepared, under clause 13.5.10, to meet the expense of transferring dependants, the staff member is paid the relevant accommodation allowances set out at clause 13.3.
- (e) If (b) and (c) above apply, then the staff member is entitled to the provisions for returning to permanent residence set out at clauses 13.3.3 and 13.3.4.

13.5.3 Sale and Purchase of Home When Transferred

- (a) Where a staff member is transferred and RMS has agreed to meet the cost of relocating their dependants and possessions, the staff member is entitled to be reimbursed the costs associated with the sale of their current residence provided the staff member purchases a residence or land to build a home at the new location. The sale and purchase must occur:
- (i) not earlier than 6 months prior to and no later than 4 years after the transfer, or
 - (ii) within a period not exceeding a further 4 years if the staff member is transferred again within the timeframe of (a).

- (b) This subclause also applies if a staff member sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

13.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 13.5.3 applies, then the staff member is to be reimbursed for the following expenses:
 - (i) professional costs and disbursements of a solicitor or conveyancing company acting on the staff member's behalf, in respect of transactions limited to Schedule 1 of the Conveyancing Act 1919 (NSW),
 - (ii) stamp duty paid in respect of the purchase of the staff member's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions,
 - (iii) registration of transfer and discharge of mortgage,
 - (iv) any real estate agent's commission for the sale of the former residence,
 - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the staff member has purchased a residence or land on which to build a home at the new headquarters. (RMS may require the staff member to prove that reasonable efforts have been made to sell the former residence at a reasonable market price),
 - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence,
 - (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in 13.5.3(a) above is exceeded, RMS will consider the staff member's circumstances and may require the staff member to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
- (c) The maximum amount staff are reimbursed for items in (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 9 of Table A.
- (d) To be eligible for reimbursement in full for the amount of stamp duty in (a)(ii) above, staff must occupy their residence within 15 months of transfer to their new location.

13.5.5 Telephone Connection

Staff will be reimbursed the cost of installing a telephone at their new location providing that:

- (a) they were a telephone subscriber at their previous residence at the time of transfer, and
- (b) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (c) Staff must provide receipts when claiming reimbursement.

13.5.6 Arrangement of Accommodation in Advance

- (a) If a staff member and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the staff member is entitled to:
 - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used,
 - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation,
 - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location, and
 - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the staff member and their family member, providing the staff member produces receipts, up to a maximum of the amount specified in clause 13.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, staff are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if staff have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, staff are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 6 of Table A.
- (d) Staff are not entitled to the conditions above if they intend to re-occupy their own home.

13.5.7 Weekly Allowance for Increased Rental Costs

- (a) Staff may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
 - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location,
 - (ii) up to a maximum of the amount set out at Item 11 of Table A per week, and
 - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

13.5.8 School Costs for Dependant Children

- (a) Where staff have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at the new location, they are entitled to reimbursement of up to the amount listed in Item 12(b) of Table A, provided that the staff member:
 - (i) pays the amount set at Item 12(a) of Table A, per week,
 - (ii) produces receipts of payment, and
 - (iii) produces a letter from the Department of Education stating that the elected subjects are not available at the new location.

- (b) Where dependant children change to a school at the new location, staff are entitled to reimbursement of the costs of replacing the essential school uniform listed below:

Female Winter Uniforms	Female Summer Uniforms
1 hat 1 blazer 2 tunics 3 blouses 1 tie 3 pairs of stockings/socks 1 pair of gloves 1 pair of shoes 1 track suit or sports uniform (but not both) 1 jumper/cardigan 1 pair of sand shoes	3 blouses 2 tunics 3 pairs of stockings/socks
Male Winter Uniforms	Male Summer Uniforms
1 suit coat 2 pairs of winter trousers 1 tie 3 shirts 1 jumper/cardigan 3 pairs of socks 1 pair of shoes 1 tracksuit or sports uniform (but not both) 1 pair of sand shoes	3 shirts 2 pairs of trousers (short) 3 pairs of long socks.

- (c) Staff may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

13.5.9 Transfer of Household Furniture and Effects

- (a) Staff who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
- (i) where the value of the household furniture and effects is more than the amount set out at Item 8(a) of Table A, staff receive the allowance set out at Item 8(b) of Table A.
 - (ii) where the value of the household furniture and effects is less than the amount set out at Item 8(a) of Table A, staff receive the allowance set out at Item 8(c) of Table A.
 - (iii) where staff change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, staff receive the amount set out at Item 8(d) of Table A.
- (b) Staff are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
- (c) Prior to incurring the expense in (b), staff must submit a request to RMS for approval to incur the expense, accompanied by:
- (i) an inventory of the furniture and effects with their approximate value,

- (ii) quotations from carriers for the cost of removal,
 - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
- (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
- (e) Staff who wish to extend the period of storage beyond eight weeks must obtain prior approval from RMS.
- (f) Staff must enter into a contract for the removal of furniture and effects because RMS will not be responsible for any loss or damage to the furniture or effects in the course of removal.
- (g) Staff are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 10 of Table A. Where the insured value exceeds this amount, the matter is to be referred to RMS for consideration.

13.5.10 Transfer of Dependants

- (a) If staff transfer for the reasons set out in 13.5.1 (a)(i) or (ii) and special circumstances exist, upon application RMS may choose to reimburse the entitlements set out below.
- (b) If staff are transferred for the reason set out in 13.5.1 (a) (iv), they are entitled to the provisions set out below.
- (c) When staff and their dependants travel to a new location, they are paid:
- (i) the actual and necessary fares incurred by the most economical means of public transport available, or
 - (ii) the Official Business Rate as set out at Item 5 of Table A if staff choose to travel by private vehicle.
- (d) If staff travel during working hours they are entitled to travelling allowances as set out in clause 13.3. Any time spent in excess of the quickest practicable public surface route is:
- (i) deducted from annual leave, or
 - (ii) approved as leave without pay.
- (e) Where it is necessary for staff to lodge their family or dependent relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.
- (f) If staff submit a receipt for joint accommodation costs for them and their family or dependent relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at clause 13.3.

13.5.11 Special Leave for Transferred Staff

- (a) Where staff are transferred in accordance with subclause 13.5.1, they are entitled to special leave of:

- (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage,
- (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

13.6 Removal expenses on Retirement, Redundancy or Death

- (a) If staff retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then RMS will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
 - (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters,
 - (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower, and
 - (iii) in the case of voluntary redundancy only, the staff member has not rejected an offer of redeployment.
- (b) Any separate claim made by the staff member's children or dependant relatives will be considered by RMS provided that full particulars for the reason for special consideration are supplied.

13.7 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 13 of Table A and discussed in this clause are the rates payable per annum.
- (b) Staff whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Staff whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to staff whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
- (e) Grade C Allowances will be paid to staff whose headquarters and residence are at Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yethong.
- (f) Staff will be paid the dependant rate, set out at Item 13 of Table A, if their dependants also reside in the defined remote area.

13.8 Fares Subsidy - Remote Areas

- (a) Staff who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the staff member takes up work in the area.

- (c) A fares subsidy entitlement not taken in one year is forfeited and can not be carried over to enable a staff member to make two claims in the following year.
- (d) Staff who travel by public transport are paid the lesser of:
 - (i) actual costs, less the amount set out at Item 14(a) of Table A; or
 - (ii) up to a maximum of the amount set out at Item 14(b) of Table A for the staff member and their spouse/dependants; or
 - (iii) up to a maximum of the amount set out at Item 14(c) of Table A if the staff member does not have a spouse/dependants.
- (e) Where staff travel by private vehicle, they are paid:
 - (i) the Specified Journey Rate as set out at Item 6 of Table A; or
 - (ii) actual and reasonable costs in excess of the amount set out at Item 14(a) of Table A, whichever is the lesser, up to the maximum specified in 14(c) of Table A.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, staff are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

13.9 On-Call Allowance

- (a) Staff are paid an on-call allowance when directed to be on-call.
- (b) When on-call staff are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with management, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Staff who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Item 15 of Table A.
- (e) Staff who are on-call are not entitled to a disturbance allowance.

13.10 Disturbance Allowance

- (a) Staff may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Staff may be contacted to put into place emergency arrangements by contacting other staff to attend an incident or providing advice in response to an emergency situation.
- (b) The disturbance allowance is:

- (i) paid at a minimum of one hour of the ordinary hours rate
 - (ii) not paid if the staff member's salary exceeds the top step of Engineer Level 4.
- (c) The disturbance allowance is payable under the following arrangements:
- (i) for workers on standard hours or flexitime, between the hours of 8.00 pm and 6.00 am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off,
 - (ii) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

13.11 Relieving in a Higher Grade

13.11.1 Higher Duties Allowance

- (a) If staff have approval to relieve in a higher graded position for one continuous period of five working days or more and are instructed to perform the whole of the duties of the position, they are paid the minimum salary of the higher graded position for the full period of relief.
- (b) Where, in any one period of relief, staff have approval to relieve in a higher graded position for five consecutive working days or more and do not perform the whole of the duties of the higher graded position they are paid a percentage, as determined by RMS of the minimum salary of the higher graded position.
- (c) A salary is not reduced when staff are directed to relieve in a lower graded position.
- (d) Staff who are entitled to a higher duties allowance will continue to be paid the allowance when they are absent for less than five consecutive working days (or equivalent for part-time staff).
- (e) Staff who have relieved for 12 months or more in a higher graded position and continue to relieve in that position are paid the allowance for all paid leave taken during the period of relief, after the first 12 months.

13.11.2 Higher Duties Allowance - Part-Time Arrangements

- (a) Staff relieving in a higher graded position whose position holder is either a part-time staff member or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-time staff relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

13.11.3 Incremental Progression

- (a) Staff relieving in a higher graded position for 12 months or more may progress, by payment of a personal allowance, to the next incremental step of the higher graded position, providing that the staff member has received 100 per cent of the higher duties allowance continuously during the previous 12 months.

- (b) Where the allowance has been discontinued during a period of leave, the increment is delayed by a period of time corresponding to the period or periods of leave taken.
- (c) Where periods of relief in a higher graded position or positions are broken, the periods may be aggregated, irrespective of the nature of the work of the position(s). The aggregated periods are regarded as continuous service for the purpose of incremental progression within the position(s), provided that:
 - (i) only periods where the staff member's salary and the allowance of the higher position is greater than or equal to the salary of the new position are counted,
 - (ii) any period of leave during which the allowance was not paid is discounted, and
 - (iii) aggregation does not extend over any break in excess of six months.

14. Trade Union Activities and Union Membership Fees

14.1 General

Generally, staff who wish to undertake APESMA activities must do so outside their working hours and at their own expense. Activities include discussing APESMA business with APESMA members or attending APESMA meetings.

14.2 APESMA Delegate - Release from Work

- (a) APESMA delegates are entitled to be released from work for a reasonable amount of time to undertake any of the activities specified in clause 14.3 providing that there is no industrial action being undertaken in RMS in relation to the matter being discussed.
- (b) Delegates who participate in industrial action in relation to the matter being discussed are regarded as being absent from work and are not entitled to any form of leave.

14.3 APESMA Delegate - on Duty Activities

- (a) APESMA delegates are entitled to be released from work to undertake the following activities:
 - (i) meetings with RMS management or management representatives,
 - (ii) meetings of the workplace Work Health and Safety (WH&S) Committee and participation in all official activities relating to the functions and responsibilities of elected WH&S Committee members at a place of work as provided by the Work Health and Safety Act 2011 (NSW) and Regulations.
 - (iii) giving evidence in court on behalf of RMS,
 - (iv) appearing as a witness before the NSW Industrial Relations Commission regarding promotional and disciplinary appeals for public sector employees under Part 7 of the Industrial Relations Act 1996 NSW.
 - (v) representing APESMA before the NSW Industrial Relations Commission as an advocate or as a Commission Member regarding promotion and disciplinary appeals for public sector employees under Part 7 of the Industrial Relations Act 1996 NSW,
 - (vi) by agreement with management and where operational requirements allow, a reasonable amount of preparation time is to be provided before:
 1. meetings with management,

2. disciplinary or grievance meetings when an APESMA member requires the presence of a union delegate.

(b) Time spent in these approved activities is considered time worked.

14.4 APESMA Delegate - Special Leave Activities

- (a) APESMA delegates are granted paid special leave to attend the following activities during ordinary working hours:
 - (i) annual or biennial conferences of APESMA,
 - (ii) meetings of APESMA's Executive, Committee of Management or Councils,
 - (iii) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions,
 - (iv) attendance at meetings of Unions NSW involving APESMA which requires their attendance,
 - (v) assisting APESMA's counsel or acting as APESMA's advocate,
 - (vi) giving evidence before an Industrial Tribunal as a witness for APESMA, and
 - (vii) reasonable travelling time to and from conferences or meetings in respect of the abovementioned activities.
- (b) Only in the circumstances listed below may special leave be granted to staff members undertaking trade union activities during their ordinary working hours. In these circumstances, the grant of special leave:
 - (i) Is at the convenience of RMS;
 - (ii) Must be confined to a minimum of staff;
 - (iii) Is for the minimum necessary period;
 - (iv) Is only for union activities that cannot be undertaken outside of normal working hours;
 - (v) Is dependent upon an application having been made to RMS in advance
 - (vi) Is not to incur liability to RMS for expenses including but not limited to fares, overtime, travelling compensation, travelling and sustenance allowances and meal money;
 - (vii) Is not to extend beyond the standard hours for the staff member for that day.

14.5 APESMA Delegate - Travelling and Other Costs

- (a) Where RMS calls a meeting:
 - (i) APESMA delegates who are from offices located in regional NSW must make use of available technology to attend the meeting such as tele-conferencing or video-conferencing facilities;
 - (ii) Where teleconferencing or video-conferencing facilities are unavailable, or RMS approves physical attendance at the meeting, APESMA delegates who are from offices located in regional NSW are to be paid travel and accommodation costs properly and reasonably incurred in accordance with clause 13.3;

- (iii) APESMA delegates are entitled to have any leave previously granted for the day on which special leave or release from work subsequently applies to be re-credited. If the APESMA delegate is on a rostered day off, RMS will consult with them to arrange an alternative rostered day off that is mutually convenient to both RMS and the delegate;
 - (iv) APESMA delegates are not paid overtime, leave in lieu, shift penalties or other additional costs.
- (b) Except as specified in paragraph 14.5(a)(i), all travel and other costs incurred by staff in respect of APESMA activities must be paid by APESMA.

14.6 Loan of Services

- (a) Staff may perform work on a temporary basis at APESMA when it makes application to RMS because:
- (i) it needs their services, or
 - (ii) they are a member of the Executive or Council of APESMA and are required by APESMA to undertake a country tour.
- (b) When proceeding to work at APESMA, staff must complete a leave form in the usual manner which shows the reason for absence as "On loan to APESMA".
- (c) When performing work for APESMA, the following applies:
- (i) the period of the loan counts for service in respect of all entitlements,
 - (ii) the staff member remains on RMS' payroll,
 - (iii) if the staff member wishes to apply for leave whilst at APESMA they should make application for leave to RMS in the usual manner, and
 - (iv) APESMA is required to meet all salary and other costs including superannuation.

14.7 Trade Union Training Courses

- (a) APESMA members may be granted special leave up to a maximum of 12 days in a period of two years to attend short trade union training courses or seminars which are conducted by or with support of the Trade Union Education Foundation or APESMA.
- (b) Staff are granted special leave, subject to the following:
- (i) operating requirements permit the granting of leave and the absence does not require employment of relief staff,
 - (ii) payment is calculated at the base rate i.e. shift allowances, overtime, penalty rates etc are not included,
 - (iii) staff meet their own expenses occurred in attending such training courses or seminars, e.g. fares, accommodation, meal costs etc,
 - (iv) leave granted counts as service for all purposes,
 - (v) special leave may include travelling time required during working hours to attend such courses or seminars, and
 - (vi) leave applications must be accompanied by a statement from APESMA that it has nominated the staff member for a course or seminar.

14.8 Deduction Of Union Membership Fees

- (a) APESMA must provide RMS with a schedule setting out APESMA membership fees payable by its members.
- (b) APESMA must advise the RMS of any changes to the amount of membership fees. Any variation to the schedule of APESMA fortnightly membership fees payable must be provided to RMS at least one month in advance of the variation taking effect.
- (c) APESMA members can authorise RMS to deduct their APESMA membership fees from their salary.
- (d) Monies so deducted from a salary must be forwarded to APESMA together with necessary information to enable APESMA to reconcile and credit subscriptions to the relevant membership account.
- (e) Unless RMS and APESMA otherwise agree, APESMA membership fees will be deducted each salary period from the member's salary and forwarded to APESMA each salary period.

15. Clothing

15.1 Protective Clothing

- (a) Staff who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
- (b) Disciplinary action may be taken against staff who fail to comply with directions regarding the use of protective clothing, footwear or equipment.

16. Professional Development

16.1 Professional Development Opportunities

- (a) The Parties agree that all staff will continue to be provided with the maximum opportunities for professional development. This should occur as part of the work and development planning process.
- (b) The type of internal and external courses provided will be determined by consultation between APESMA and RMS.

16.2 Professional Development

Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments, attendances at conferences, seminars or short term study courses which have been approved by RMS and permission granted for the staff member to attend.

17. Salary Sacrifice Arrangements

17.1 General

- (a) Staff may voluntarily utilise part of their pre-tax salary on agreed salary sacrifice items, in accordance with applicable RMS policies.
- (b) RMS agrees that salary sacrifice will be made available for appropriate items, including superannuation.
- (c) RMS will make information available for Staff on the salary sacrifice options available to them.

- (d) No staff will be required to engage in salary sacrifice or prejudiced in their employment as a result of opting not to sacrifice salary.
- (e) All salary sacrifice opportunities and commitments are subject to the applicable tax law.

18. Public and Public Service Holidays

18.1 Public Holidays

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day proclaimed in the New South Wales Government Gazette as a public holiday for the State are to be observed as a public holiday without loss of pay.
- (b) Casual staff are not entitled to any payment while absent due to a public holiday.
- (c) Staff who are directed to work on a public holiday will be paid the rate set out in 10.2(c)(iii) for the time worked.
- (d) Public Holidays that occur during absences on approved leave are not deducted from the staff member's leave balance

18.2 Public Service Holiday

- (a) The public service holiday is to be observed on a working day between Christmas Day and New Year's Day as nominated by the Chief Executive, without loss of pay.
- (b) Casual staff are not entitled to any payment while absent due to a public service holiday.
- (c) Staff who are required to work on the Public Service holiday may take another working day in lieu between Christmas Day and New Year's Day.
- (d) Staff who are required to work on the Public Service holiday and cannot take another working day in lieu between Christmas Day and New Year's Day are entitled to:
 - (i) take time off in lieu as set out in 10.4; or
 - (ii) be paid the rate of double time and one-half for time worked on the Public Service holiday.

18.3 Local Public Holidays

Staff are entitled:

- (a) to observe a maximum of two gazetted local public holidays (or four half-days) per year without loss of pay;
- (b) to observe gazetted local public holidays providing that the staff member works in the local area on the working day before and the working day after a local public holiday; and
- (c) to the equivalent paid time off in the next roster period if rostered off on a local public holiday.
- (d) Staff who work on a local public holiday are entitled to:
 - (i) take time off in lieu as set out in 10.4; or
 - (ii) be paid at the rate of double time and one-half.

18.4 Entitlements For Part-Time Staff

- (a) In addition to the provisions of clauses 18.1, 18.2 and 18.3, staff who:
 - (i) usually work the day on which a public holiday falls are entitled to observe the public holiday and be paid their ordinary rate of pay;
 - (ii) do not usually work the day on which a public holiday falls are not entitled to be paid.
- (b) Staff who are directed to work on a Public Holiday or public service holiday will be paid as set out in 18.1 (c) for time worked.

19. Dispute Settlement and Grievance Procedures

19.1 General

RMS and APESMA are committed to engaging in effective consultation, both formal and informal, on matters of mutual interest and concern, irrespective of whether or not these matters are likely to give rise to a dispute.

19.2 Dispute Settlement

19.2.1 Procedure

- (a) Where a dispute cannot be resolved at a local level, the matter must be referred to the Manager of the Industrial Relations Section or other nominated officer, who will then arrange for the matter to be discussed with APESMA.
- (b) Where a dispute cannot be settled at this level, the matter is to be referred to senior management.
- (c) If the matter remains unresolved, the matter may be referred to the NSW Industrial Relations Commission.
- (d) While the procedures in (a)-(c) are being followed, no stoppage of work or any other form of limitation of work will be applied.
- (e) APESMA reserves the right to vary the above procedure where a safety factor is involved.
- (f) Nothing in this clause shall limit the right of either APESMA or RMS to refer any matter to the NSW Industrial Relations Commission.

19.3 Grievance Procedure

- (a) A grievance is a personal concern about work or the work environment for which staff seek hearing or resolution.
- (b) A grievance may, for example, relate to:
 - (i) allocation of work or development opportunities,
 - (ii) a perceived denial of an entitlement, or
 - (iii) suspected discrimination or harassment.
- (c) RMS' grievance resolution policy and guidelines, as amended by RMS from time to time, are to be followed when a grievance arises. The current grievance resolution policy is detailed in Appendix C.

- (d) While the policy, guidelines and procedures are being followed, normal work is to continue.

20. Anti-Discrimination

20.1 General

- (a) The parties to this award seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute settlement procedure prescribed in Clause 20 of this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977 (NSW), it is unlawful for staff to be victimised because they have made or may make or have been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation,
 - (ii) offering or providing junior rates of pay to persons under 21 years of age,
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW),
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon parties by the Anti-Discrimination Act 1977 (NSW).
- (f) Staff and RMS may also be subject to Commonwealth anti- discrimination legislation.
- (g) Section 56(d) of the Anti-Discrimination Act 1977 (NSW) provides: "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

21. Work Health and Safety

21.1 General

- (a) RMS and staff will seek to comply with the NSW Work Health and Safety Act 2011 at all times.
- (b) All staff will take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.
- (c) For further details, staff should refer to the RMS' policy and guidelines in the Work Health and Safety Manual.

22. Secure Employment

22.1 General

RMS will take all reasonable steps to provide staff with secure employment by maximising the number of permanent positions in RMS, in particular by ensuring all casual employees have the opportunity to elect to become full-time or part-time employees.

22.2 Casual Conversion

- (a) Casual staff who have had regular and systematic employment during a period of six months, have the right to elect to have their ongoing contract of employment converted to permanent full-time or part-time employment, if their employment is going to continue beyond the six months.
- (b) RMS will give staff notice in writing of the provisions of this subclause within four weeks of them having attained six months of regular and systematic employment. Staff will retain their right of election to permanent full-time or part-time employment under this subclause if RMS fails to comply with this notice requirement.
- (c) Upon receiving notice from RMS under paragraph (b), or after the expiry of four weeks for RMS to give such notice, staff may give four weeks notice in writing to RMS stating that they seek to elect to convert an ongoing contract of employment to full-time or part-time employment. Within four weeks of RMS receiving such notice, RMS will either consent to or refuse the election, but will not unreasonably refuse. If RMS refuses the election to convert, the reasons for doing so will be fully stated and discussed with the staff member, and a genuine attempt will be made to reach an agreement. Any dispute about a refusal of an election to convert to an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) If staff do not, within four weeks of receiving written notice from RMS, elect to convert their ongoing contract of employment to full-time or part-time employment, will be deemed to have elected against any such conversion.
- (e) Staff who elect to become and have been converted to a full-time employee or a part-time employee may only revert to casual employment by written agreement with RMS.
- (f) Staff who elect to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (c), must, in accordance with this paragraph, and subject to paragraph (c), discuss with RMS and agree upon whether the staff member will convert to full-time or part-time employment.
- (g) If it is agreed that the staff member will become a part-time employee, RMS and staff member must agree upon the number of hours and the pattern of hours that will be worked consistent with any other part-time employment provisions of this award pursuant to a part-time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).
- (h) Provided that the staff member has worked on a full-time basis throughout the period of their casual employment, the staff member has the right to elect to convert their contract of employment to full-time employment.
- (i) Staff who have worked on a part-time basis during the period of casual employment have the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed to between the staff member and RMS.
- (j) Following an agreement being reached pursuant to paragraph (f), the casual staff member will convert to full-time or part-time employment. If there is any dispute about the arrangements for converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (k) Staff will not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

22.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions will apply;
- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises must do the following (either directly, or through the agency of the labour hire or contract business):
- (i) Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required by such employees to perform their job safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause b) is intended to affect or detract from any obligation or responsibility upon labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

22.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.

22.5 Application

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

23. No Extra Claims

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

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

24. Negotiation of Next Award

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

PART B

Table. A - Other Allowances

Item No.	Description	Amount (\$)	Source
1.	Meal Allowance on Overtime Breakfast Lunch Evening Meal	25.80 25.80 25.80	HR Circular (ATO Determination)
2.	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (4)below) Breakfast Lunch Evening Meal 'Tier 2' Country Centres & 'Elsewhere' (refer to (4)below) Breakfast Lunch Evening Meal	23.10 25.90 44.50 20.65 23.60 40.65	HR Circular (ATO Determination)
3.	Lodgings Location Capital Cities Sydney Adelaide Brisbane Canberra Darwin Hobart Melbourne Perth	Per Day (\$) 293.35 267.35 311.35 255.35 282.35 227.35 283.35 274.35	HR Circular (ATO Determination)
	High Cost Country Centres Gold Coast (Qld) Newcastle Maitland Port Macquarie Wagga Wagga Tier 2 Country Centres (NSW) Bathurst Broken Hill Dubbo Orange Wollongong	245.35 242.85 221.85 225.35 227.85 208.75 208.75 208.75 208.75 208.75	
	All other Country Centres (NSW) Elsewhere	193.75	
4.	Incidentals allowance (all locations)	16.85/day	HR Circular (ATO Determination)

5.	Official Business Rate: Over 2,601cc 1,1601-2,600cc Under 1600cc	0.75/km 0.74/km 0.63/km	HR Circular from (DPC Circular - CPI)
6.	Specified Journey Rate Over 2,601cc 1,1601-2,600cc Under 1600cc	0.30/km 0.296/km 0.252/km	HR Circular (Expenses/ Allowances Policy)
7.	Maximum allowance for staff separated from dependants	254/week	Relocation Expenses 10.3.11 (TECA)
8. (a)	Allowance for removal of furniture Value of furniture	7037	Relocation Expenses - Policy 10.3.5 (TECA)
(b)	If value of furniture more than amount in 8(a) staff receive	1126	
(c)	If value of furniture less than amount in 8(a), staff receive	563.00	
(d)	If the household effects are less than a substantial Portion of what constitutes normal household furniture, Furnishings and fitting, staff are not eligible and shall receive	281.00	
9.	Max purchase price of home on which reimbursement of expenses is based	520,000.00	Relocation Expenses Policy (TECA)
10.	Maximum value of furniture and effects on which risk insurance is paid	38,000.00	Relocation Expenses Policy 10.3.4 (TECA)
11.	Rental subsidy: Max amount of allowance to offset increased costs	51.00	Relocation Expenses Policy 103.13 (TECA)
12. (a)	Board and lodging of children: Staff member to pay first RMS pays up to a maximum of:	27/week	Relocation Expenses Policy 10.3.9 (TECA)
(b)		56/week	
13.	Remote areas allowance (with dependants) A B C	1750.00 2322.00 3100.00	HR Circular Expenses/Allowanc e s Policy 10.2.15
	Remote areas allowance (without dependants) A B C	1221.00 1627.00 2171.00	(DPC Circular, CPI)

14(a)	Fares subsidy for climatic area - actual cost less Or	43.15	HR Circular
14(b)	Maximum amount for officer with spouse/dependents Or	289.00	
14(c)	Maximum amount for officer without spouse/dependents	142.70	
15.	On call allowance	66.00 per day Mon - Fri 100.00 per day - Sat, Sun, P. Hol	Per HR Circular
16.	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals:	16.85/week	Re-location Expenses Policy 10.3.011

**Movements in the allowances referred to above will be increased from time to time in accordance with the corresponding source document from a date notified by RMS. For the avoidance of doubt nothing in this Award incorporates the source document into the Award.

APPENDIX A

Calculation of Overnight Expenses

General

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

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the staff member arrives back at their headquarters or permanent residence.

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

Examples

1. Travel to a Single Destination

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

Calculation of expenses

Staff are entitled to claim 1 day 12 hours at the Sydney expense rate.

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

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

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

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

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

Calculation of Expenses

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

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12pm) and travel back to Sydney (5pm).

APPENDIX B

Professional Engineers Salary Scale

Salary Scale Engineering grade/level		2.5% increase operative first full pay period on or after 1 July 2011 ***
Cadet engineer level 1		35,345
Cadet engineer level 2		37,385
Cadet engineer level 3		39,664
Cadet engineer level 4		42,171
Cadet engineer level 5		45,428
Cadet engineer level 6		45,896
GRAD Program Engineer	1	64,875
GRAD Program Engineer	2	66,972
GRAD Program Engineer	3	68,180
Engineer Level 1	1	75,755
Engineer Level 1	2	78,430
Engineer Level 1	3	79,951
Engineer Level 1	4	83,231
Engineer Level 1	5	86,607
Engineer Level 1	6	89,313
Engineer Level 2	1	93,420
Engineer Level 2	2	96,106
Engineer Level 2	3	100,430
Engineer Level 3	1	102,964
Engineer Level 3	2	107,026
Engineer Level 3	3	112,523
Engineer Level 4	1	116,002
Engineer Level 4	2	121,050
Engineer Level 4	3	123,774
Engineer Level 5	1	131,016
Engineer Level 5	2	134,844
Engineer Level 5	3	139,556
Engineer Level 6	1	143,722
Engineer Level 6	2	147,444
Engineer Level 6	3	154,510

*** All salaries in this table include 1.35% annual leave loading

APPENDIX C

Grievance. Resolution

Policy:

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

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

encourages appropriate behaviour in the workplace; and

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

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

Coverage:	All staff.
Delegation:	Supervisor.
Enquiries:	Human Resources Managers
File number:	CHN I&E 90/2235

Guidelines:

Definitions

Grievant

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

Respondent

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

Grievance Advisers

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

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

Human Resources Managers

EEO Manager

Spokeswomen

Women's Liaison Officer

Director of Affirmative Action

Grievance Contact Persons

General Principles of Grievance Resolution

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

staff involved in grievance resolution should have access to training;

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

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

grievances can be raised either orally or in writing;

grievances are to be resolved as promptly as practicable;

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

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

the rights of every person involved are protected;

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

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

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

victimisation of any person involved is totally unacceptable; and

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

Interpreters

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

External Referral Sources

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

Associations/Unions

Anti-Discrimination Board of NSW

Industrial Commission

Ombudsman

Privacy Committee of NSW

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

Protection

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

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

act in accordance with these established procedures;

are not actuated by malice; and

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

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

Documentation

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

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

Training

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

Grievance Resolution

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

any damage and suffering sustained;

the prognosis for the future; and

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

The resolution to a grievance must be lawful.

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

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

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

Appeal Right

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

Procedures:

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

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

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

clarify the facts of the grievance;

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

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

ensure the confidentiality and protection of all parties involved;

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

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

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

C.G. STAFF J

PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 190 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
38	Accommodation and Board
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31	Annual Leave Loading
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59	Area, Incidence and Duration
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56	Career Break Scheme
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13	Continuing Education Allowance
52	Deduction of Union Membership Fees
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41	Deputy Directors of Nursing, Assistant Directors of Nursing
48	Disputes
44	Domestic Work
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32	Family and Community Services Leave and Personal/Carers' Leave
16	Fares and Expenses
39	Grading Committee
40	Grading of Nurse/Midwife Manager Positions
24	Higher Grade Duty
7	Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education
4	Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
6	Introduction of Change
46	Labour Flexibility
55	Learning and Development Leave
11	Leave for Matters arising from Family Violence
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34	Maternity, Adoption and Parental Leave
43	Medical Examination of Nurses
35	Military Leave
20	Mobility, Excess Fares & Travelling
2	No Extra Claims
57	Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses
25	Overtime
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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 2013.

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

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).

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Ambulance Service" means the Ambulance Service of NSW.

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

"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, trainee enrolled nurse, Enrolled Nurse or Enrolled Nurse without medication qualification 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 Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"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 Educator/Clinical Midwife Educator" means a Registered Nurse/ Midwife appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwife education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;

Provides support for clinical policy development;

Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1" means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years experience in the relevant specialist field.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:

- (a) actively contributes to the development of clinical practice in the ward/unit/service;
- (b) acts as a resource and mentor to others in relation to clinical practice; and
- (c) actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2" means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

Exercises extended autonomy of decision making;

Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:

leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or

specialist clinical practice across a small or medium sized health facility/sector/service; or

primary case management of a complete episode of care; or

primary case management of a continuum of specialty care involving both inpatient and community based services; or

an authorised extended role within the scope of Registered Nurse/Midwifery practice.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means: a registered nurse/midwife 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 Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife 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 Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife 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.

"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 through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

"Ministry" means the NSW Ministry of Health.

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

"Enrolled Nurse without medication qualification" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse means a person registered by the Board as an enrolled nurse.

"Enrolled Nurse without medication qualification - Special Grade" means an Enrolled Nurse without medication qualification, 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 Ministry from time to time.

"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 Ministry 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, an Enrolled nurse, an Enrolled Nurse without medication qualification 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 115 of the Health Services Act 1997 or its successors, assignees or transmittes.

"Local Health District" includes Specialist and Additional Networks and means a public health organisation 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.

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

"Nurse Educator/Midwife Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

A Nurse Educator/Midwife Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs at the public hospital, or the community based service level.

Nurse/Midwife education courses/programs shall mean courses/programs such as:

- Post-registration certificates;
- Continuing nurse/midwife education;
- Transition programs for newly registered nurses and midwives and newly enrolled nurses;
- Trainee enrolled nurse programs;
- Post-enrolment enrolled nurses' courses; and,

General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 shall be responsible for one of the following:

A nursing/midwifery education portfolio (including but not limited to a transition program, trainee enrolled nurse, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;

A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or

A nursing/midwifery education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 3" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 shall be responsible for one of the following:

A comprehensive nursing/midwifery education program across a Local Health District, a sector of a Local Health District or in a tertiary referral public hospital or affiliated health organisation; or

The nurse education service of a public hospital or affiliated health organisation (excluding a tertiary referral hospital), group of hospitals or health facility.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nursing hours wards and units" refers to wards and units in Section II Nursing Hours Wards and Units of Clause 53 Staffing Arrangements that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

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

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such to a position approved by the Director General and who is endorsed by the Board, to practise as a nurse/midwife practitioner.

"Nurse/Midwife Practitioner Year 3 and Thereafter" means a registered nurse/midwife appointed as such to a position approved by the Director-General and who is endorsed by the Board to practise as a Nurse/Midwife Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the Nurses' Act 1991.

Provided that a Nurse/Midwife Practitioner shall not progress or be appointed to Nurse/Midwife 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/Midwife Practitioner cannot be appointed directly to Nurse/Midwife 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/Midwifery 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.

"Nursing/Midwifery 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/Midwifery Unit Manager Level 1.

"Nursing/Midwifery 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/Midwifery Unit Manager Level 2.

"Public Health Organisation" means:

- (a) a Local Health District 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 a Local Health District 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 Director-General of Health).

"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, Enrolled Nurse or an Enrolled Nurse without medication qualification, 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/Midwife 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 Ministry, 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": refer to definition of "Trainee" in subclause (ii) definitions of clause 19 Trainee 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 (per NSW Health Policy Directive No. PD2006_094); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and 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 (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs 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 ADOs or to take them off subsequent to such accumulation.
- (c) Any ADOs 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) In addition to any other rest period and meal break, employees who are lactating shall be entitled to two paid breaks 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/Midwifery Unit Manager or to a registered nurse/midwife 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 12, 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) 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 trialing flexible roster practices 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. Provided further that where a Pilot Roster Project is proposed by the Association or nurses and the employer does not agree to introduce a Pilot Roster Project in the terms proposed, the employer shall provide its reasons in writing to the Association or the nurses concerned.
- (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 Ministry.
 - (iii) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
 - (iv) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association shall be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
 - (v) The following provisions shall apply to new 12 hour shift systems commencing on or after 1 July 2008:
 - (a) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
 - (b) The ordinary hours of work for each full time employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee shall be balanced over a six week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.
- or
- The ordinary hours of work for each full time employee shall be 152 hours balanced over a four week period. The hours shall be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee shall be balanced over a four week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.
- (c) Payment for full time employees shall be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
 - (d) The day shift may have a span of up to 12.5 hours and shall include one half hour unpaid meal break and two x 20 minute paid tea breaks.
 - (e) The night shift may have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
 - (f) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
 - (g) Employees shall not be rostered on single days off unless it is at the request of the employee.
 - (h) The minimum break between shifts shall be 11.5 hours.

- (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
- (j) No overtime shall be worked in conjunction with a 12 hour shift.
- (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
- (l) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks' notice shall be required, or such lesser period of time as may be agreed to by the public health organisation.
- (m) Where a 12 hour shift system is in place management shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management determines after consultation with affected employees to cease a 12 hour shift system, three months notice of the intended cessation shall be given to employees.

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:
 - (i) termination of employment;
 - (ii) major changes in the composition, operation or size of the employer's workforce or in the skills required;
 - (iii) changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
 - (iv) the alteration of hours of work for a class or group of employees; or
 - (v) 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, Ministry or Director-General of Health; or is an exempt matter under the Government Information (Public Access) Act 2009 (the GIPA Act).
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of Clause 34 Maternity, Adoption and Parental Leave.

- (f) With respect to occupational health safety matters as referred to in the Work Health and Safety Act 2011, the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to consult workers", as varied from time to time.

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 without medication qualification or Enrolled Nurse without medication qualification - Special Grade who has the notation "does not hold a Board approved qualification in medicines administration" removed from their registration will be classified and paid as an Enrolled Nurse or Enrolled Nurse Special Grade respectively from the commencement of the first full pay period following the removal of such notation.

Provided that an Enrolled Nurse 1st year shall not progress to Enrolled Nurse 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 Clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
- (b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
- (c) 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 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 the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of 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. Leave for Matters Arising from Family Violence

- (i) In this clause family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- (ii) The leave entitlements provided for in clause 37, Sick Leave and clause 32, Family and Community Services Leave of this Award may be used by staff members experiencing family violence.
- (iii) Where the leave entitlements referred to in subclause (ii) above are exhausted, the employer shall grant up to five days special leave on full pay per calendar year to be used for absences from the workplace to attend to matters arising from family violence situations.
- (iv) The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
- (v) Personal information concerning family violence will be kept confidential by the employer.
- (vi) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

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 Ministry 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 4, Grade 5 and Grade 6 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/Midwifery 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/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance shall also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery 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/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery 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 counseling, 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 counseling, 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 or an Enrolled Nurse without medication qualification 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.
- (ix) A registered nurse who is designated in-charge of a public hospital or facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Item 9 (b), of Table 2 of Part B. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse/Midwife Specialist Grade 2. The employer shall not use this provision on a permanent basis in place of appointing a Nurse Manager.

13. Continuing Education Allowance

- (i) An employee employed in the classification of Registered Nurse /Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife 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) 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/midwife 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 within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 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.

- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the provisions in subclause (i) of this clause, 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 22 of the said Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) 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 or an Enrolled Nurse without medication qualification 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 within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 24 of the said Table 2.
- (viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in Item 25 of the said Table 2.
- (ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, masters or doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate 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 registered nurse/midwife 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 within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field, shall be paid an allowance of the relevant amount set out at either Item 22 or 23 of the said Table 2.

- (xi) 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.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur from the first full pay period commencing on or after 30 June 2009.
- (xiii) 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 Ministry of Health 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/Midwife 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 in Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced). "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 there from 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/Midwives;

All Enrolled Nurse classifications;

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 Justice Health Service, nurses working in the Kestrel Unit, Morisset and Court Liaison Nurses employed by a Local Health District 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).
- (iv) All nurses employed by the Justice 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.

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 allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).

Team Leader

- (x) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by this Award from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award continue to receive that allowance while occupying their existing role.
- (xi) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:
 - (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 3, Year 2.
 - (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 4, Year 2.
 - (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 5, Year 2.

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. Trainee Enrolled Nurses

- (i) Application
 - (a) This clause only applies to Trainee Enrolled Nurses employed prior to 23 February 2011 and who are undertaking a Traineeship as defined.
 - (b) Existing conditions of employment will continue to apply to employees employed as Trainee Enrolled Nurses prior to the introduction of this clause.
 - (c) Existing employees undertaking a traineeship will have their conditions of employment preserved in accordance with Section 31 Preservation of Conditions of Employment of Existing Worker Trainees of the Apprenticeship and Traineeship Act 2001.
- (ii) Definitions

"Appropriate State Legislation" means the Apprenticeship and Traineeship Act 2001, or any successor legislation.

"State Training Authority" is the New South Wales Department of Education and Training, or successor organisation.

"Structured Training" means that training which is specified in the Training Plan, which is part of the Training Contract registered with the State Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice and clinical support. The training reflects the requirements of a Traineeship approved by the State Training Authority.

"Traineeship" means a system of training which has been approved by the State Training Authority and defined by the provisions of the Appropriate State Legislation.

"Trainee" means an employee, who is classified as a Trainee Enrolled Nurse and is training to become an Enrolled Nurse in a facility approved by the Board for enrolled nurse education. The Trainee is signatory to the Training Contract registered with the State Training Authority and is involved in full time paid work and structured training which may be on or off the job.

"Training Contract" means a contract entered into for the purpose of establishing a Traineeship under the Appropriate State Legislation and is registered with the State Training Authority.

"Training Plan" means a program of structured training which forms part of a Training Contract and is registered with the State Training Authority.

(iii) Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the Training Contract or as notified to the Trainee by the State Training Authority.
- (b) A Traineeship shall not commence until the relevant Training Contract has been signed by the employer and the Trainee and lodged for registration with the State Training Authority, provided that if the Training Contract is not in a standard format a Traineeship shall not commence until the Training Contract has been registered with the State Training Authority.
- (c) The employer must ensure that the Trainee is permitted to attend the training course or program provided for in the Training Contract and must ensure that the Trainee receives appropriate on the job training.
- (d) The employer will ensure that the Trainee has two rostered days off immediately prior to the commencement of block training.
- (e) The employer must provide an appropriate level of supervision in accordance with the Training Contract during the Traineeship period.
- (f) The employer agrees that officers of the State Training Authority will monitor the Training Contract and Training Plan and that training records or workbooks may be utilised as part of this monitoring process.
- (g) A Trainee will not be required to perform the duties of Registered or Enrolled Nurses when they are absent from duty. Trainees perform duties commensurate with their classification and training.

(iv) Employment Conditions

- (a) A Trainee is entitled to the weekly wages as provided in Table 1 - Salaries of Part B Monetary Rates of this Award.
- (b) A Trainee shall be subject to a satisfactory probationary period of up to one month which may be reduced at the discretion of the employer.

- (c) The general terms and conditions of this Award apply, except where inconsistent with this clause, in which case the specific provisions of this clause prevail to the extent of any inconsistency.
 - (d) By agreement in writing, and with the consent of the State Training Authority, the employer and the Trainee may vary the duration of the Traineeship and the extent of approved training. Any such agreement to vary shall be in accordance with the Traineeship.
 - (e) Where the Trainee completes the qualifications in the Training Contract, earlier than the time specified in the Training Contract then the Traineeship may be concluded by mutual agreement by application to the State Training Authority in accordance with the provisions of the Appropriate State Legislation.
 - (f) The Training Contract can only be terminated before its conclusion by application to the State Training Authority in accordance with the provisions of the Appropriate State Legislation.
 - (g) Trainees are permitted to be absent from work without loss of continuity of employment or wages to attend training in accordance with the Training Contract. All rostered time off duty occupied by a Trainee 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 and sitting for prescribed examinations shall be deemed to be time worked.
 - (h) A Trainee may work reasonable overtime and shift work provided that this does not adversely affect the completion of the training program.
 - (i) No Trainee shall work overtime or shift work on their own. Where a Trainee works overtime or shift work, the employer must provide the Trainee with appropriate supervision in accordance with the Training Contract.
 - (j) Where a Trainee works shift work, there must be satisfactory provision for structured training to continue.
 - (k) Ministry of Health Policy Directive No. 2005_444 dated 28 January 2005, as amended from time to time will apply to trainees:
 - (i) who are required to travel to a TAFE campus to undertake approved and/or structured training;
 - (ii) who are seconded on a full time basis to another public hospital or public health organisation for purposes of training.
 - (l) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in permanent employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.
 - (m) Service as a Trainee shall be counted as service for the purposes of this Award and for any other legislative entitlement, consistent with that legislation.
- (v) Monitoring
- (a) The Ministry and Association agree that there will be ongoing monitoring of the operation of the provisions of this clause. The Ministry will advise the Association annually of the total number of Trainees employed in each Local Health District.

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 by Item 6 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (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 Ministry 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 by Item 6 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).

- (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 Item 6 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).

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 out 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 out in Item 13 of Table 2 of Part B per week. This subclause shall cease to have effect from the first full pay period on or after 1 July 2011.
 - (c) In lieu of supplying socks to an employee, an employer shall pay the said employee the sum as set out in Item 13 of Table 2 of Part B per week. This subclause shall cease to have effect from the first full pay period on or after 1 July 2011.
 - (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.
- (vii) 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 and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.
- (ii) Where an employee acts in a vacant management position covered by this Award continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by the employer, or the employer determines that the management position will no longer be occupied. The employer shall have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

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 NSW Health Policy Directive No. PD2005_439 On Call Roster, 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 allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (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 12, 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/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:
 - (a) the Nurse/Midwife Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and
 - (b) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and
 - (c) the Nurse/Midwife 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.
- (v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.
- (a) Underpayment:
- (i) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (ii) If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
- (b) Overpayment
- (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
- (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the Ministry shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.
- (vi) Subject to the provisions of paragraphs (ii) and (iii) above, where the circumstances make it appropriate the Chief Executive of the Public Health Organisation or delegate may exercise discretion in regard to recovery of overpayments.

28. Registration Pending

An employee who has met the requirements and applied for registration as a Registered Nurse or Enrolled Nurse shall, upon registration by the Board be paid as from the date of application for registration the salary to which she or he would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

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 two 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 four 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, 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.
- (xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.
- (xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

PART II - CASUAL EMPLOYEES

A. General Provisions

- (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 two 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 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 II 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 two hours notice the casual employee must be paid a minimum payment of two 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.

B. Casual Conversion

- (i) The objective of this subclause B, Casual Conversion, is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. These provisions arise from the Secure Employment Test Case 2006.
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:
 - (a) whether the employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (viii) Following an agreement being reached pursuant to paragraph (vii), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

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.
- (iii) 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.

- (iv) 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 seven day basis - six weeks annual leave.
- (b) All other employees - four 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 four 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, 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.
- (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 in the Christmas-New Year period as determined by the employer following consultation with the Association, or other suitable day as agreed between the employer and the Association. Such public holiday shall be regarded for all

purposes of this clause as any other public holiday. 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 six 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 six 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, three 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 seven 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 NSW Health Policy Directive No. PD2006_096 Staff Mobility, as amended from time to time.

(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

- (b) An employee entitled to additional annual leave under subclauses 30 (i) (a), 30 (xi) (a) or 17 (ii) can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.
- (c) 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 NSW Health Policy Directive No. PD2006_096 Staff Mobility, as amended from time to time.

31. Annual Leave Loading

Employees shall be paid an annual leave loading in accordance with NSW Health Policy Directive PD2006_089 Annual Leave, 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 part time and full time employees covered by this Award in accordance with Parts A, B and D of this clause.
- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Award in accordance with Part C of this clause.

A FACS Leave

- (iv) 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).

(v) FACS Leave replaces Compassionate Leave.

(vi) 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.

The use of FACS leave to attend court pursuant to clause 11, Leave for Matters arising from Family Violence of this Award, shall be governed by the provisions of clause 11

(vii) 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.

(viii) 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 (iv)(a) of this clause.

(ix) 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

(x) 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.

(xi) 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 (x) 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 three 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 subclause (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.
- (xii) 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 ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (b) an employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
- (c) long service leave; or
- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (x) above.

C Casual Employee Entitlements

(xiii) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (iv)(a) of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(xiv) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (xi)(e)-(h) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (x) of this clause who is sick and requires care and support, or who require care due to an unexpected emergency or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

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

- (xv) 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 (x) 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 (xv)(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 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 (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 25, Overtime.
- (xvi) 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, public health organisations, Local Health Districts or former NSW Area Health Services.

and

- (2) as a full time and/or permanent part time employee with any "public sector agency" (as defined by Schedule 3 of the Public Sector Employment and Management Act 2002, as amended from time to time, hereafter referred to as "the PSEM Act") or any "Commonwealth or interstate agency" (as defined by Schedule 3A of the PSEM Act as amended from time to time). In these instances, such service must meet the relevant provisions of transfer prescribed in the PSEM Act for such service.
- (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) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:
 - (a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.
 - (b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.
 - (c) for each period of long service leave taken on half pay - annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.
 - (d) This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.

- (vi) 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.
- (vii) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (viii) 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.
- (ix) 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.
- (x)
 - (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 NSW Health Policy Directive No. PD2006_096 Staff Mobility, 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 partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative 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. For the purposes of this sub-clause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)
- (xi) 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.
- (xii) 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 (xi) of this clause.

- (xiii) Except as provided for in subclause (xiv) 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.

- (xiv) 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.

- (xv) 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.

(ii) 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 are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the Industrial Relations Act NSW, 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

(a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(b) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award are entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

(iii) 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 for Paid Maternity Leave -

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 an organisation that is part of the public sector service as defined in the Public Sector Employment and Management Act 2002 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 to Paid Maternity Leave -

- (a) An eligible 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.

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D Right to Request of this clause.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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, sick leave and long service 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, sick leave and long service 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.

(ix) 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.

(x) 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.

(xi) Miscarriages -

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

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) Further Pregnancy While on Maternity Leave -

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty for less than full time hours as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty for less than full time hours under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B Adoption Leave

(i) Eligibility -

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part time employee must also 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.

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.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

(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.

D Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;

- (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
- (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.
to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
 - (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. PD2005_154 Maternity Leave - Access to Reduced Hours for Staff Following Return, as amended from time to time.
 - (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
 - (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E Communication During Leave

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

F Commonwealth Paid Parental Leave (CPPL)

- (i) From 1 January 2011 the CPPL scheme may be available to eligible employees.
- (ii) The CPPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

35. Military Leave

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD2006_013 Leave to Undertake Defence Force Duties, as amended from time to time.

36. Repatriation Leave

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive No. PD2006_095 Special Leave, 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 NSW Health Policy Directive No. PD2006_094, 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 as set out 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 Director-General of Health 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. Grading of Nurse/Midwife Manager Positions

- (i) All positions of Nurse/Midwife 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 Ministry 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.
- (vi) 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 NSW Health Policy Directive No. PD2005_186 Employment Health Assessment Policy and Guidelines, as amended from time to time.

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/Local Health District or Public Health organisation/Ministry 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 and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, 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 Sydney Dental Hospital 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 part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Policy Directive PD2007_076 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.
 - (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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, 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.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to the prevailing Australian taxation laws.
- (vi) 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.

- (vii) 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.
- (viii) 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.
- (ix) 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. Staffing Arrangements

- (i) Reasonable workloads are required for nurses 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.
- (ii) The employer has a responsibility to provide reasonable workloads for nurses.
- (iii) Principles

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

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition, the provisions set out in Sections II - IX, of subclause (iv) in relation to the services, wards and units to which they apply.
- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.

- (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) An employee shall not be required to work an unreasonable amount of overtime.
 - (h) 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.
 - (i) Existing minimum staffing levels to ensure safe systems of work and patient safety shall continue to apply.
 - (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.
- (iv) Staffing and Specialties

The Association and the Ministry agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and that the Award may be varied by consent to reflect any such agreement.

Section I: Replacement of Absences

- (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.
- (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
- (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.
- (d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

Section II: Nursing Hours Wards and Units

- (a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units.
- (b) General inpatient wards do not include:
 1. All Types of Critical Care Units:

- Intensive Care Units
 - High Dependency Units
 - Coronary Care Units
 - Burns Units
 - Neo-natal Intensive Care Units
 - 2. Day Only Wards
 - 3. Day of Surgery Wards
 - 4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc)
 - 5. Paediatrics
 - 6. Drug & Alcohol
 - 7. All Midwifery Services:
 - Antenatal
 - Post Natal, Nurseries
 - Delivery & Birthing Suites
 - 8. 23 Hour Wards
 - 9. Fast track wards
 - 10. Transition Wards (slow stream)
 - 11. Medical Assessment Units
 - 12. Medical/Surgical Acute Care Units (MACU & SACU)
 - 13. Wards/Units attached to Emergency Departments:
 - Psychiatric Emergency Care Centres (PECC)
 - Observation wards
 - Emergency Medical Units (EMUs)
- (c) The Association and the Ministry have agreed that staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.
- (d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A facilities, being Principal Referral Hospitals, accounted for over the period of a week
- (e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Metropolitan and Major Non - Metropolitan Hospitals, accounted for over the period of a week

- (f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week.
- (g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.
- (h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.
- (i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.
- (j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week.
- (k) The specified staffing set out above shall be implemented progressively in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.
- (l) At the time the new staffing levels referred to in Section II subclauses d) to j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between the Employer and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.
- (m) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:
1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
 2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
 3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

Example Table 1

NHPPD:	6	<i>which delivers the following nursing hours:</i>	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equiv. Ratio	*In Charge with no allocated patients	No. of Staff	#Equiv. Ratio	*In Charge with no allocated patients	No. of Staff	#Equiv. Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Tuesday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Wed	6.5	1: 4	0	6	1: 4.3	1	4	1: 6.5	148
Thursday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Friday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Saturday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
Sunday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
							Hours Per Week:		1092

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. * In this example the NUM has distributed the hours on some shifts to include a nurse in charge who does not have an allocated patient workload.

Example Table 2

NHPPD:	6	<i>which delivers the following nursing hours:</i>	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	No. of Staff	#Equiv Ratio	*In Charge with no allocated patients	No. of Staff	#Equiv Ratio	*In Charge with no allocated patients	No. of Staff	#Equiv Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1:3.7	0	7	1:3.7	0	4	1:6.5	152
Tuesday	7	1:3.7	0	7	1:3.7	0	4	1:6.5	152
Wednesday	7	1:3.7	0	7	1: 3.7	0	4	1:6.5	152
Thursday	7	1:3.7	0	7	1:3.7	0	4	1:6.5	152
Friday	7	1:3.7	0	7	1:3.7	0	4	1:6.5	152
Saturday	8	1:3.3	0	8	1:3.3	0	4	1:6.5	168
Sunday	8	1:3.3	0	7.5	1:3.5	0	4	1:6.5	164
							Hours Per Week:		1092

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. * In this example the NUM has distributed the hours differently across the days and has decided to allocate a patient workload to the nurse in charge of shift.

- (n) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.
- (o) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to 52 weeks (in whole weeks) will be used to determine the 'number of patients'. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.

- (p) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (q) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (r) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
1. deployment of nurses from other wards/units;
 2. additional hours for part time staff;
 3. engagement of casual/agency nursing staff;
 4. overtime;
 5. prioritisation of nursing activities on the ward/unit;
 6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and Midwifery and the concurrence of the General Manager, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

- (s) Spot Check
1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.
 2. At any time a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.
 3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.
 4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.
 5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.
 6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.
 7. The outcome of the spot check will be made available to the Reasonable Workload Committee.
- (t) The calculation used to spot check the provision of NHPPD in Nursing Hours Wards

1. To determine the 'number of patients' add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:

 $(24 + 25 + 25 + 25 + 23 + 22 + 24) \div 7 = 24$ (Number of patients)
2. Then take the applicable NHPPD figure (eg 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above eg 24.
3. In this example, $6 \times 7 \times 24 = 1,008$ nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.
4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.
5. The spot check would require the completion of this calculation for four consecutive weeks.

(u) Annual Leave relief

1. The annual leave 'relief' factored into the calculation of the total required FTE reflects the annual leave entitlements under this Award for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.
2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.

(v) Relief for Sick Leave, FACS Leave & Mandatory Education

To account for sick leave, FACS leave and mandatory education, a figure of two weeks (equating to 76.0 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Ministry, on request by either party.

Section III: Staffing Arrangements for Peer Group D & F3 MPS

- (a) The following provisions will apply to hospitals designated Peer Group D1 Community Acute Hospitals with community inpatient acute beds and a level 2 or above emergency department function; and to F3 Multi-Purposes Services facilities with community inpatient acute beds and a level 2 or above emergency department function:
 - (1) During the hours that the Emergency Department is open there will be a minimum of two registered nurses on duty, to ensure that there is a registered nurse available on the acute ward when a registered nurse is required to attend the Emergency Department. One of these registered nurses may be a NUM/NM who also performs clinical functions on the shift who is on duty and on site.
- (b) The parties recognise that where implementation of the provisions at (a) (1) above requires a change in the classification mix this will be achieved progressively from the date of this Award and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

Section IV: Perioperative Services

- (a) ACORN 2008 standards will be implemented in Operating Rooms including that during each operating session, the minimum staffing for each operating room will be:
1. two nurses, one of whom must be a Registered Nurse and one of whom may be a suitably qualified and endorsed Enrolled Nurse, to carry out the roles of scrub/instrument nurse and scout nurse; and
 2. one Anaesthetic nurse or one other trained and qualified anaesthetic category of staff.

Section V: Maternity Services

- (a) The Association and the Ministry have agreed that the Birthrate Plus methodology, as adapted for use in New South Wales, will be used to calculate staffing in maternity services and will be progressively implemented according to a timetable agreed between the Ministry and the Association.

Section VI: Inpatient Mental Health Staffing Arrangements

- (a) The Association and the Ministry have agreed that the following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II from the date of implementation of nursing hours in these wards/units) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) For the purpose of this subclause inpatient mental health units include but are not limited to:
1. Forensic Units;
 2. Child & Adolescent Units;
 3. Older Adult;
 4. Psychiatric Emergency Care Centres (PECC);
 5. Rehabilitation;
 6. Extended Care Units.
- (c) When determining the nursing productive FTE the following should be considered:
1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
 2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;
 3. Categories:
 - The number of inpatients requiring 1 staff or more to 1 patient;
 - The number of inpatients requiring close observation;
 - The number of inpatients assessed requiring sighting at regular intervals;
 - The number of inpatients nearer to going home.

4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
 5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);
 6. Level of vulnerability / potential of exploitation from others (such as sexual safety, financial exploitation);
 7. Age of patient and co-morbidities;
 8. Patients with a dual diagnosis;
 9. Type of facility and unit (eg Closed / Open Units);
 10. Design of unit;
 11. Number of beds available;
 12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:
 - (i) The available level of support staff (eg ward clerks, medical officers, patient support officers, allied health staff);
 - (ii) Teaching and research activities;
 - (iii) Provision of nurse escorts;
 - (iv) Ward geography; and
 - (v) Data entry/documentation including MH-OAT.
- (d) When determining the nursing non-productive FTE required:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
 4. Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (e) General
1. Nursing/Midwifery Unit Managers, Clinical Nurse/Midwife Educators, Clinical Nurse/Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.
 2. Consideration should be given to the evolution of future clinical roles in nursing.
 3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.

4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

Section VII: Community and Community Mental Health Staffing Arrangements

- (a) The Association and the Ministry agree that the following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.
- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded / budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.

- (d) Funded / budgeted FTE must include no less than two weeks (10 days) of sick / FACS leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick / FACS / mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally, funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, eg. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction.

Funded FTE should incorporate a reasonable number of additional hours for this purpose based on historical turnover rates.

- (i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.
- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.
- (n) Nursing hours utilised in carrying out non clinically related activities eg. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.
- (o) This list indicates minimum requirements only.

Section VIII: Emergency Department Staffing Arrangements

- (a) The Association and the Ministry have agreed that the following staffing arrangements are to apply in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the Principles specified in subclause (iii).
- (b) When determining the nursing productive FTE required:
 - 1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
 - 2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
 - 3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing non-productive FTE required:
 - 1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 - 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 - 3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
 - 4. Assess the impact on staff for workers' compensation / return to work programs on FTE required.
- (d) General

1. All Level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
 2. There is to be an identified triage nurse on every shift.
 3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team, if this an ED responsibility.
 4. Where an Emergency Department has a dedicated Psychiatric Emergency Care Centre (PECC), mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
 5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
 6. This list indicates minimum requirements only.
- (e) Provision of designated nurses for the resuscitation area.

The provision of designated nurses for the resuscitation area in Emergency Departments will be as follows:

To provide the staffing levels set out in the table below the required additional nurses will be employed in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.

Description	Provision
Adult/mixed Emergency Departments with a role delineation of Level 6 and Urgency Disposition Groups ('UDG') of 45,000 or more	Three designated resuscitation nurses on two shifts and two designated resuscitation nurses on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 6 and UDG of less than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 3, 4 or 5 and UDG of more than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 4 or 5 and UDG of more than 25,000 and less than 45,000.	One designated resuscitation nurse on each of three shifts per day

'UDG' stands for urgency disposition groups which is a methodology applied by the NSW Ministry of Health that weights Emergency Department attendances for the triage category mix and patient disposition e.g. hospital admission.

Section IX: Transitional arrangements for GWCT wards

- (a) This section will continue to apply until the implementation timetable set out at Section II (k) is completed in that ward or unit.
- (b) The General Workload Calculation Tool possesses the following key characteristics:
 1. 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).

2. 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.
3. 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."
4. Available beds - The average number of available beds is calculated, to account for changes in this figure during the course of a year.
5. Length of shifts - The length of shifts reflects those rostered to be worked in the ward or unit.
6. 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.
7. 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/Midwifery Unit Manager, Clinical Nurse Educator/Clinical Midwife Educator, Clinical Nurse Consultant/Clinical Midwife Consultant, dedicated administrative support staff and wards persons.
8. 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/Midwifery Unit Manager to monitor monthly.
9. 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.
10. 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 Ministry, on request by either party.
11. 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.

12. 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
community nursing;
community mental health nursing; and
Multi-Purpose Services.

- (c) The Association and the Ministry 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.

Section X: Hospital Listings

- (a) The Ministry will publish on its website the following lists, updated annually:
1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;
 2. As per clause 53, Section III (a), a list of Hospitals by Emergency Department role delineation;
 3. As per clause 53, Section VIII (d), a list of hospitals which outlines both the Emergency Department role delineation and Urgency Disposition Groups (UDG) attendances.
- (v) 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. Reasonable Workload Committees are a mechanism to provide for

informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.

- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
- (c) Public hospitals, mental health facilities and multi purpose sites shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Ministry of Health and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of Reasonable Workload Committees.

- (d) 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.
- (vi) Structure of Reasonable Workload Committees
- (a) Upon request by the Association, nurse(s) employed in a public hospital, or public health organisation or the employer, a Reasonable Workload Committee shall be established for the relevant public hospital or public health organisation. Such requests shall be made to the Chief Executive Officer of the public health organisation. 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 public health organisation.
 - (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Local Health District 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 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.

- (vii) 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/Midwifery Unit Manager responsible (or the appropriate manager).
 - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Local Health District Director of Nursing, depending on the nursing executive structure of the public hospital 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/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health District or Statutory Health Corporation committee under subclause (v) (b).
 - (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 Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the Work Health and Safety Act, 2011;
- (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) 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
- (vi) 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 Director-General of Health/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 Director-General of Health 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 Director-General of Health 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 trust 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 career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once 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 2007 for the initial commencement year.
- (v) Each public health organisation will determine the number of employees that may participate in the career break 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 career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (eg First State Superannuation, HESTA, HIP) the public health organisation will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal 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.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.

- (xi) 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 career break 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the trust account.
- (xvii) 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.
- (xviii) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Award. However, this does not prevent work in the NSW Health Service in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. 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.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

57. Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses

- (i) This clause arises from the Secure Employment Test Case 2006. For the purposes of this subclause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- (iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

58. Commitments During Term of This Award

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
- (a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
 - (b) improved Severe Chronic Disease Management (SCDM);
 - (c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
 - (d) enhanced Healthcare Associated Infections (HAI) control;
 - (e) improved clinical hand-over procedures;

- (f) reduction in medication errors;
 - (g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
 - (h) improved Nursing/Midwifery Unit Manager capabilities;
 - (i) improved Drug & Alcohol Consultation liaison;
 - (j) improved Management of Patient Deterioration;
 - (k) management of ambulatory care sensitive conditions;
 - (l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
 - (m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.
- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following safety and quality initiatives:
- (a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
 - (b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
 - (c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
 - (d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
 - (e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
 - (f) operationalising Supervision for Safety principles within existing staffing.
- (iii) This commitment to co-operation is without prejudice to any claims the Association may make subsequent to 30 June 2013 covering the period from 1 July 2009 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Ministry to such claims.
- (iv) In accordance with the 18 September 2009 Decision of the Industrial Relations Commission of New South Wales in Public Health System Nurses' and Midwives' (State) Award [2009] NSWIRComm 129 ("the Nurses' Night Shift Case") and specifically paragraphs 99 and 100 of that Decision, the parties may continue to progress and finalise matters as permitted and provided for by that Decision.
- (v) This clause gives effect to the agreement reached in the Memorandum of Understanding between the then NSW Department of Health and the New South Wales Nurses' Association for the period 1 July 2008 to 30 June 2010, that employees covered by this Award do not have access to the appeal processes or remedies available under the Industrial Relations Amendment (Public Sector Appeals) Act 2010.

- (vi) The parties agree that negotiations for a successor agreement between the parties will commence four months prior to the expiry of the Memorandum of Understanding between the parties dated 22 February 2011.

59. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Health System Nurses' and Midwives' (State) Award 2008 and all variations thereof.
- (ii) This Award 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 115 of the Health Services Act 1997 or its successors, assignees or transmittes.
- (iv) This Award was made 23 February 2011 and varied 19 March 2012 following a review under section 19 of the Industrial Relations Act 1996. It shall remain in force until 30 June 2013, this being the term of the original award.

SCHEDULE A

Public Health System Nurses' & Midwives' (State) Award 2011

PART B

MONETARY RATES

Table 1 Salaries

Classification	FFPP 1/07/2010 3.9% \$	FFPP 1/07/2011 3% \$	FFPP 1/07/2012 2.5% \$
Assistant in Nursing/Midwifery			
1st year	707.60	728.80	747.00
2nd year	730.00	751.90	770.70
3rd year	753.00	775.60	795.00
4th year and Thereafter	776.30	799.60	819.60
Trainee Enrolled Nurse			
1st year	707.60	728.80	747.00
2nd year	730.00	751.90	770.70
3rd year	753.00	775.60	795.00
4th year and Thereafter	776.30	799.60	819.60
Enrolled Nurse without medication qualification			
1st year	868.20	894.20	916.60
2nd year	887.40	914.00	936.90
3rd year	906.40	933.60	956.90
4th year	925.50	953.30	977.10
5th year and Thereafter	945.00	973.40	997.70
Special Grade	974.40	1003.60	1028.70
Enrolled Nurse			
1st year	887.40	914.00	936.90
2nd year	906.40	933.60	956.90
3rd year	925.50	953.30	977.10
4th year	945.00	973.40	997.70
5th year and Thereafter	964.30	993.20	1018.00
Special Grade	993.90	1023.70	1049.30

Nurse undergoing pre-registration training otherwise than as a student nurse	848.90	874.40	896.30
Registered Nurse/Midwife			
1st year	984.50	1014.00	1039.40
2nd year	1038.10	1069.20	1095.90
3rd year	1091.60	1124.30	1152.40
4th year	1149.10	1183.60	1213.20
5th year	1206.10	1242.30	1273.40
6th year	1262.90	1300.80	1333.30
7th year	1327.90	1367.70	1401.90
8th year and Thereafter	1382.50	1424.00	1459.60
Clinical Nurse/Midwifery Specialist			
Grade 1, Year 1 and Thereafter	1438.70	1481.90	1518.90
Grade 2, Year 1	1545.50	1591.90	1631.70
Grade 2, Year 2 and Thereafter	1596.10	1644.00	1685.10
Clinical Nurse/Midwife Educator			
Year 1	1496.90	1541.80	1580.30
Year 2 and Thereafter	1545.50	1591.90	1631.70
Nurse/Midwife Educator			
Grade 1, Year 1	1681.40	1731.80	1775.10
Grade 1, Year 2 and Thereafter	1729.40	1781.30	1825.80
4th year as at 1/7/08	1769.10	1822.20	1867.80
Grade 2, Year 1	1799.80	1853.80	1900.10
Grade 2, Year 2 and Thereafter	1835.40	1890.50	1937.80
Grade 3, Year 1	1905.90	1963.10	2012.20
Grade 3, Year 2 and Thereafter	1941.40	1999.60	2049.60
Nursing/Midwifery Unit Manager			
Level I	1734.30	1786.30	1831.00
Level II	1816.60	1871.10	1917.90
Level III	1865.50	1921.50	1969.50
Clinical Nurse/Midwife Consultant (appointed prior to 31/12/99)	1769.10	1822.20	1867.80
Clinical Nurse/Midwife Consultant Grade 1			
1st year	1729.40	1781.30	1825.80
2nd year and Thereafter	1764.80	1817.70	1863.10
Clinical Nurse/Midwife Consultant Grade 2			
1st year	1799.80	1853.80	1900.10
2nd year and Thereafter	1835.40	1890.50	1937.80
Clinical Nurse/Midwife Consultant Grade 3			
1st year	1905.90	1963.10	2012.20
2nd year and Thereafter	1941.40	1999.60	2049.60
Mothercraft Nurse			
1st year	933.50	961.50	985.50
2nd year	963.30	992.20	1017.00
3rd year	998.00	1027.90	1053.60
4th year	1031.60	1062.50	1089.10
5th year	1065.60	1097.60	1125.00
6th year	1101.00	1134.00	1162.40
7th year	1124.40	1158.10	1187.10
8th year	1149.30	1183.80	1213.40
9th year and Thereafter	1173.20	1208.40	1238.60
Mothercraft Nurses employed after 31st December, 1988 will be classified and paid as Enrolled Nurses.			

Residential Care Nurses			
1st year	847.10	872.50	894.30
2nd year	864.00	889.90	912.10
3rd year	881.10	907.50	930.20
4th year	901.20	928.20	951.40
5th and Thereafter	917.90	945.40	969.00
Nurse/Midwife Practitioners			
1st year	1905.90	1963.10	2012.20
2nd year	1941.40	1999.60	2049.60
3rd year	1990.90	2050.60	2101.90
4th year and Thereafter	2040.80	2102.00	2154.60
Nurse/Midwife Managers			
Grade 1 - 1st year	1729.40	1781.30	1825.80
Grade 1 - 2nd year and Thereafter	1764.80	1817.70	1863.10
Grade 2 - 1st year	1799.80	1853.80	1900.10
Grade 2 - 2nd year and Thereafter	1835.40	1890.50	1937.80
Grade 3 - 1st year	1905.90	1963.10	2012.20
Grade 3 - 2nd year and Thereafter	1941.40	1999.60	2049.60
Grade 4 - 1st year	2011.90	2072.30	2124.10
Grade 4 - 2nd year and Thereafter	2047.10	2108.50	2161.20
Grade 5 - 1st year	2117.40	2180.90	2235.40
Grade 5 - 2nd year and Thereafter	2153.20	2217.80	2273.20
Grade 6 - 1st year	2223.70	2290.40	2347.70
Grade 6 - 2nd year and Thereafter	2259.20	2327.00	2385.20
Grade 7 - 1st year	2399.90	2471.90	2533.70
Grade 7 - 2nd year and Thereafter	2435.60	2508.70	2571.40
Grade 8 - 1st year	2576.70	2654.00	2720.40
Grade 8 - 2nd year and Thereafter	2611.80	2690.20	2757.50
Grade 9 - 1st year	2752.90	2835.50	2906.40
Grade 9 - 2nd year and Thereafter	2788.40	2872.10	2943.90

Table 2 - Other Rates and Allowances

Item No.	Award Clause	Allowance	FFPP 1/07/2010	FFPP 1/07/2011	FFPP 1/07/2012
1	12(i)(a)	Registered Nurse in charge of hospital (per shift)	28.15	28.99	29.72
2	12(ii)(a)	On Call Allowance (per hour)	3.08	3.17	3.25
2	12(ii)(a)	On Call Allowance minimum payment	24.60	25.34	25.98
3	12(ii)(b)	On Call Allowance on rostered day off (per hour)	6.15	6.34	6.49
3	12(ii)(b)	On Call Allowance on RDO minimum payment	49.21	50.68	51.95
4	12(ii)(c)	On Call Allowance during meal break (per break)	12.11	12.48	12.79
		Radiographic Allowance			
5	12(iii)(a)	Director of Nursing (per week)	34.33	35.36	36.24
6	12(iii)(c)	Employee in absence of Director of Nursing (per day)	6.87	7.07	7.25
6	12(iii)(c)	Maximum payment of (per week)	34.33	35.36	36.24
7	12(iv)	Employee wearing lead apron (per hour)	1.70	1.76	1.80
8	12(v)(a)&(b)	Registered Nurse in charge of ward (per shift)	28.15	28.99	29.72
9	12(vi)	Registered Nurse in charge of ward and also in charge of hospital of less 100 beds (per shift)	42.22	43.49	44.58

9(b)	12 (ix)	Registered Nurse in charge of hospital over 100 beds (per shift)	53.98	55.60	56.99
10	14(i)	Climatic Allowance (per week)	3.60	3.60	3.60
10	14(ii)	Isolation Allowance (per week)	7.09	7.09	7.09
11	17(i)	Special Rates Tibooburra/Ivanhoe Hospitals Registered Nurse (per week)	31.81	31.81	31.81
11	17(i)	Special Rates Tibooburra/Ivanhoe Hospitals Enrolled Nurse/Assistant in Nursing (per week)	13.86	13.86	13.86
11a.	17(iii)	Justice Health Service Environment Allowance (per annum)	2,439	2,543	Awaiting SWC 2011
11b.	17(iv)	Justice Health Service Productivity Allowance (per week)	60.86	62.69	64.26
12	20(iv)(b)	Excess Fares (per day)	5.20	5.20	5.20
		Uniform and Laundry Allowance			
13	23(iii)(a)	Uniform (per week)	6.46	6.67	To be adjusted by CPI
13	23(iii)(a)	Shoes (per week)	2.00	2.07	
13	23(iii)(a)	Uniform (including shoes allowance) (per week)	8.46	8.74	
13	23(iii)(a)	Cardigan or Jacket (per week)	1.94	2.00	To be adjusted by CPI
14	23(iv)	Laundry (per week)	5.38	5.56	adjusted by CPI
		Accommodation and Board Deductions			
15	38(iii)(a)	Separate bedroom (per week)	58.94	60.71	62.23
15	38(iii)(b)	Self contained flat (per week)	71.82	73.97	75.82
16	38(iv)	Deduction for meals (full board) (per week)	127.24	131.05	134.33
17	38(v)(b)	Breakfast (per meal)	4.30	4.43	4.54
17	38(v)(b)	Other Meals (per meal)	7.83	8.07	8.27
18	12(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 (pw)	13.34	13.74	14.08
19	17(v)	Industry Allowance, Flight Nurses, Ambulance Service (per week)	13.62	14.03	14.38
		Continuing Education Allowance			
20	13(ii)	Hospital Post Registration Certificate (per week)	32.00	33.00	34.00
21	13(iii)	Post Graduate Certificate (per week)	32.00	33.00	34.00
22	13(iv)&(x)	Post Graduate Diploma or Degree (per week)	49.00	50.50	52.00
23	13(v)&(x)	Masters Degree or Doctorate (per week)	59.00	61.00	62.50
24	13(vii)	Enrolled Nurse Certificate 4 (per week)	24.50	25.00	26.00
25	13(viii)	Enrolled Nurse Advanced Diploma of Nursing (per week)	29.00	30.00	31.00

SCHEDULE 1: NURSE/MIDWIFE MANAGERS

A registered nurse/midwife 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 a Local Health District where the largest hospital in the District 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 a Local Health District where the largest hospital in the District 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 Local Health District Director of Nursing Services in a rural Local Health District ;
- (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

SCHEDULE 2

1. The following qualifications shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Cardiology / Coronary Care	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiac Nursing Course	Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
		Royal Melbourne Hospital
		National Heart and Chest Hospital, London
Coronary Care Unit Certificate	Prince Henry's Hospital Melbourne	
Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand	
Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K.	
	Groby Road Hospital, Leicester, U.K.	
Community Health	Public Health Nursing Diploma	College of Nursing, Australia
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.
Critical Care	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital
	Critical Care Nursing Course	Geelong Hospital
Waikato Hospital, New Zealand		
Developmental Disability	Mental Retardation Certificate	NSW Nurses Registration Board
	Developmental Disability Certificate	
	Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board.	
Geriatrics	Geriatric Certificate	NSW Nurses Registration Board
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital
		Liverpool District Hospital
		Royal Prince Alfred Hospital
		St George Hospital
		St Vincent's Hospital, Darlinghurst
		Northern Met Region, Health Dept.
		Southern Met Region, Health Dept
		Sydney Hospital
		RGH, Concord
		Central Coast Area Health Service
		Royal Hobart Hospital
		Royal Perth Hospital
		St Vincent's, Melbourne
Canberra Hospital		

	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia
		The Parramatta Hospitals, Westmead
		NSW College of Nursing
	Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne
Mental Health	Psychiatric Certificate	NSW Nurses Registration Board
	Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board.	
	Psychiatric Nursing Certificate	Metropolitan and Eastern School of Psychiatric Nursing, Victoria
		Western Area College of Nursing, Ireland
	Advanced Diploma in Nursing (Mental Health)	Christchurch Polytechnic, New Zealand
	Mentally Ill Qualification	Prestwick Hospital, Manchester, U.K.
Southern Area Group School of Nursing, U.K.		
	Mental Illness Nursing certificate	Bromley Health Authority, U.K.
Midwifery	Midwifery Certificate	NSW Nurses and Midwives Board
	Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.	
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital
		Melbourne Hospital
	Neuromedical / Neurosurgical Nursing Course	Royal North Shore Hospital
		Prince Henry / Prince of Wales Hospitals
		Westmead Hospital
Neuro-Surgical Nursing Certificate	Royal Perth Hospital	
	Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London
Occupational Health	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
Oncology	Oncology Certificate	Peter MacCallum Clinic, Melbourne
Operating Theatres	Operating Suite Nurse Course	Westmead Hospital
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital D.hurst
		Hunter Region, Health Dept
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.
	Operating Theatre Nursing and Management Diploma	College of Nursing Australia
		NSW College of Nursing
	Post basic Course in Operating Room Nursing	RGH, Concord
	Graduate Certificate in Perioperative Nursing	Liverpool Hospital
	Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
Operating Room Nursing Certificate	Royal Adelaide Hospital	
Operating Room Post Basic Course	Western General Hospital, Melbourne	
Operating Room Technique and Management	Repatriation and General Hospital, Heidelberg, Victoria	
Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne	

	Operating Theatre Techniques Certificate	Royal Melbourne Hospital
		South African Nursing Council
		Middlesex Hospital, U.K.
	Operating Theatre Nursing Course	Epsom District Hospital, London
		Nottingham School of Nursing, U.K.
	Operating Department Nursing Certificate	East Berkshire School of Nursing, U.K.
		Wexham Park Hospital, Slough, Berkshire, U.K.
Lewisham School of Nursing, London		
Operating Department Nursing Course	Queen Elizabeth School of Nursing, Birmingham, U.K.	
	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.	
Ophthalmology	Ophthalmic Nursing Certificate	Sydney Hospital
		Moorefields Hospital, London
Orthopaedics	Certificate in Orthopaedic Nursing	Royal National Orthopaedic Hospital, London and Stanmore, Middlesex
		Heathwood Hospital, Ascot, U.K.
	Orthopaedic Nursing Certificate	Gartnavel General Hospital, Glasgow, U.K.
		Nuffield Orthopaedic Centre, Oxford, U.K.
		Princess Elizabeth Orthopaedic Hospital, U.K.
Orthopaedic Nursing Course	Basingstoke North Hampshire Health Authority, U.K.	
Paediatrics	Infants Certificate	NSW Nurses Registration Board
	Mothercraft Certificate	
Renal	Renal Diseases and Transplantation Certificate	Prince Henry, Prince of Wales Hospitals
		Royal Newcastle Hospital
		Royal Prince Alfred Hospital
		Sydney Hospital
	Nephrology, Dialysis and Transplant Nursing Certificate	Royal North Shore Hospital
	Graduate Certificate in Renal Nursing	Liverpool Hospital
	Renal Nursing Certificate	Guys Hospital, London
Renal Nursing Course	St Mary's Hospital, London	
Thoracic	Thoracic Nursing Certificate	The London Hospital
		The British Thoracic Association

SCHEDULE 3

1. The following qualifications shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Paediatrics	Mothercraft Certificate	NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.)

C. G. STAFF J.

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PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 191 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete clause 1, Arrangement of the award published 27 March 2009 (367 I.G. 891) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
12	Annual Leave
24	Anti-Discrimination
31	Area, Incidence and Duration
1	Arrangement
17	Continuing Medical Education
2	Definitions
15	Family and Community Services Leave and Personal/Carer's Leave
29	Higher Duties Allowance
7	Hours of Work
6	In-Charge Allowance
23	Labour Flexibility
20	Long Service Leave
21	Maternity, Adoption and Parental Leave
11	On-Call and Call-Back
10	Overtime
8	Penalty Rates
13	Public Holidays
28	Reasonable Hours
25	Redundancy - Managing Displaced Employees
3	Salaries
5	Salary increases and work value
26	Salary Sacrifice to Superannuation
27	Salary Packaging
4	Senior Career Medical Officer
18	Settlement of Disputes
14	Sick Leave
9	Time Worked
22	Trade Union Leave
19	Travelling Allowances
30	Underpayment and Overpayment of Salaries
16	Uniform and Laundry Allowance

PART B

Table 1 - Allowances

2. Delete the definition of "Association" in clause 2, Definitions, and insert in lieu thereof the following:
"Association" means the Australian Salaried Medical Officers' Federation (New South Wales) or HSUeast.
3. Delete the definition of "Career medical Officer" in clause 2, Definitions, and insert in lieu thereof the following:
"Career Medical Officer" means a medical practitioner who is registered with the Medical Board of Australia and is not employed under the classifications set out in the Public Hospital (Medical Officers) Award.
4. Delete the definition of "Department" in clause 2, Definitions, and insert in lieu thereof the following:
"Ministry" means the Ministry of Health.
5. Delete the definition of "Director of Public Employment" in clause 2, Definitions.
6. Delete the definition of "Director-General" in clause 2, Definitions, and insert in lieu thereof the following:
"Director-General" means the Director-General of the Ministry of Health.
7. Delete the definition of "Public Health Organisation" in clause 2, Definitions, and insert in lieu thereof the following:
"Public Health Organisation" means an organisation defined in section 7 of the *Health Services Act 1997* as follows:
 - (a) a Local Health District; or
 - (b) a statutory health corporation; or
 - (c) an affiliated health organisation in respect of its recognised establishments and recognised services.
8. Delete subclause (i), in clause 4, Senior Career Medical Officer, and insert in lieu thereof the following:
 - (i) A grading committee consisting of two nominees of the Ministry and two representatives of the Association(s) shall be constituted to consider and make recommendations to the employer in relation to appointment to the Senior Career Medical Officer grade. The committee shall meet to consider an application for progression to this grade by a Career Medical Officer within 28 days of an application being submitted to the employer.
9. Delete the "Notation" paragraph appearing at end of subclause (x) clause 12, Annual Leave, and insert in lieu thereof the following:-
(NOTATION: The conditions under which the annual leave loading shall be paid to employees are the same as generally applied through policy directives issued by the Ministry of Health.)
10. Delete subclause (iv) in clause 17, Continuing Medical Education, and insert in lieu thereof the following:
 - (iv) Expenses associated with such leave are to be reimbursed by the employer, provided that no expenses or allowances shall be payable in respect of travel or accommodation outside Australia, except in respect of courses run under the auspices of a recognised Australasian Specialist College in New Zealand. The provisions of the Ministry of Health Policy Directive PD2005_619, Travel - Official, as amended from time to time, shall apply to any travel under this clause.

11. Delete clause 19, Travelling Allowances, and insert in lieu thereof the following:

19. Travelling Allowances

- (i) An employee seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an employee drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance equivalent to the transport allowance rate payable to members of the New South Wales Public Service as determined under the Health Services Act 1997 from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An employee who, with the approval of the chief executive officer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the abovementioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the chief executive officer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 805 kilometres of official running, he/she shall be paid at the official business rate payable to members of the New South Wales Public Service as determined by clause 36 of the Crown Employees (Public Sector Conditions of Employment) Award 2009 from time to time.
- (iii) For the purpose of sub-clause (ii) travel on official business:
- (a) occurs when an employee is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an employee travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
- (b) does not include "call backs";
- (iv) Nothing in this clause shall make the employer liable for the cost of the employee's daily travel to his/her usual and normal place of employment.

NOTATION:

- (i) For conditions relating to secondments see relevant Ministry of Health policy directives.
- (ii) Travelling compensation applies to staff required to work at centres other than their headquarters.
12. Delete paragraph (a) of subclause (ii) of clause 20, Long Service Leave, and insert in lieu thereof the following:
- (a) service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Ministry of Health Policy Directive PD2006_096 Staff Mobility, as amended from time to time.

13. Delete clause 25, Redundancy-Managing Displaced Employees, and insert in lieu thereof the following:

25. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Ministry of Health Policy Directive PD2007_085 'Managing Displaced Staff of the NSW Health Service' as amended from time to time.

14. Delete subclauses (iv) and (v) in clause 27, Salary Packaging, and insert in lieu thereof the following:
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit 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.

- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- 15. Delete clause 31, No Further Claims, in entirety and renumber clause 32, Area, Incidence and Duration to read as "clause 31, Area, Incidence and Duration".
- 16. Delete renumbered clause 31, Area, Incidence and Duration, and insert in lieu thereof the following:

31. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Career Medical Officers (State) Award published 10 March 2006 (357 IG 986) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

(1321)

SERIAL C7792

PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 196 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement of the award published 24 April 2009 (367 I.G. 1338) and insert in lieu thereof the following:

Arrangement

Clause No.	Subject Matter
5	Anti-Discrimination
6	Area, Incidence and Duration
3	Conditions of Service
1.	Definitions
4.	Dispute Resolution
2	Salaries

PART B - MONETARY RATES

Table 1 - Salaries

2. Delete the definition "Employer" appearing in clause 1, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

3. Delete the definition "Health Service" appearing in the said clause 1 and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

4. Delete the definition "Union" appearing in the said clause 1, and insert in lieu thereof the following:

"Union" means HSUeast.

5. Delete clause 3, No Extra Claims and renumber subsequent clauses respectively.

6. Delete renumbered clause 6, Area, Incidence and Duration, and insert in lieu thereof the following:

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Residential Services (State) Award published 3 March 2006 (357 IG 815) and all variations thereof.

- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

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PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF) CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 198 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the Arrangement of the award published 24 April 2009 (367 I.G. 1365) and insert in lieu thereof the following:

Arrangement

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
8A.	On Call - Physiotherapists, Occupational Therapists and Speech Pathologists
8B.	On Call Allowance - Social Workers and Sexual Assault Workers
8C.	Call-Out Allowance - Social Workers and Sexual Assault Workers
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 Employees
19.	Uniforms and Protective Clothing
20.	Promotions and Appointments
21.	New Positions
22.	Notice Board
23.	Mobility, Excess Fares and Travelling
24.	Disputes
25.	Family and Community Services Leave and Personal/Carer's Leave
26.	General Conditions
27.	Maternity, Adoption and Parental Leave
28.	Union Representative
29.	Blood Count

30. Exemptions
31. Anti-Discrimination
32. Redundancy-Managing Displaced Employees
33. Labour Flexibility
34. Salary Packaging
35. Salary Sacrifice to Superannuation
36. Reasonable Hours
37. Induction and Orientation
38. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates and Allowances

2. Delete the definition of "Public Health Organisation" in clause 1, Definitions, and insert in lieu thereof the following:

"Public Health Organisation" means an organisation defined in section 7 of the *Health Services Act 1997* as follows:

- (a) a Local Health District; or
- (b) a statutory health corporation; or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

3. Delete the definition of "Union" in clause 1, and insert in lieu thereof the following:

"Union" means HSUeast.

4. Delete subclause (viii) of clause 8, Overtime, and insert in lieu thereof the following:

(viii) 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 his/her place of work. Provided further that where an employee elects to use his/her own mode of transport, he/she shall be paid an allowance equivalent to the "Transport Allowance" as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.

5. Delete clause 10, Meals and insert in lieu thereof the following:

10. 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 his/her meal break such time shall count as part of his/her ordinary working hours.
- (ii) An employee who works authorised overtime shall be paid in addition to payment for such overtime:
 - (a) An amount set in Item 3 of Table 1 for breakfast when commencing such overtime work at or before 6.00 a.m.;
 - (b) An amount set in Item 4 of Table 1 for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly after 7.00 p.m.;
 - (c) An amount as set in Item 5 of Table 1 for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or public holidays;

or shall be provided with adequate meals in lieu of such payment. The rates prescribed by this subclause shall be varied as the equivalent rates are varied from time to time in the Crown Employees (Public Service Conditions of Employment) Award.

- (iii) Where practicable employees shall not be required to work more than four hours without a meal break.
6. Delete the "Notation" appearing at end of clause 12, Annual Leave, and insert in lieu thereof the following:
- "NOTATION" - The conditions under which the annual leave loading shall be paid to employees are the same as generally applied through circulars issued by the Ministry of Health.
7. Delete paragraph (d) of subclause (ii) of clause 23, Mobility Excess Fares and Travelling, and insert in lieu thereof the following:
- (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 in the Crown Employees (Public Service Conditions of Employment) Award.
8. Delete paragraph (d) of subclause (iii) of clause 23, and insert in lieu thereof the following:
- (d) If there is a disagreement about such decision after discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).
9. Delete paragraph (b) of subclause (iv) of clause 23, and insert in lieu thereof the following:
- (b) If a reliever, with the prior approval of employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of *\$5 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 in the Crown Employees (Public Service Conditions of Employment) Award, less *\$5.
- * This \$5 shall be reviewed annually by the employer.
10. Delete clause 32, Redundancy - Managing Displaced Employees, and insert in lieu thereof the following:

32. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Ministry of Health Policy Directive 2007_085 - Managing Displaced Staff of the NSW Health Service, as amended from time to time.

11. Delete subclause (iv) and (v) of clause 34, Salary Packaging, and insert in lieu thereof the following:
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit 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.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.

12. Delete subclause (i) of clause 35, Salary Sacrifice, and insert in lieu thereof the following:

- (i) Notwithstanding the salaries prescribed in the relevant salary awards as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under 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 together with any salary packaging arrangements under Clause 34, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) 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.

13. Delete clause 37, No Extra Claims, and renumber existing clauses accordingly.

14. Delete the existing clause 39, Area, Incidence and Duration, and insert in lieu thereof the following:

38, Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Professional and Associated Staff Conditions of Employment (State) Award published 3 March 2006 (357 IG 708) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein in the following so listed awards, employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

Health and Community Employees Psychologists (State) Award

Health Employees Dental Officers (State) Award

Health Employees Dental Prosthetists and Dental Technicians (State) Award

Health Employees Oral Health Therapists (State) Award

NSW Health Service Health Professionals (State) Award, excluding diversional therapists and orthotists/prosthetists

Public Hospital Dental Assistants (State) Award

Public Hospital Library Staff (State) Award

Public Hospital Medical Record Librarians (State) Award

Public Hospital Professional Engineers (Biomedical Engineers) (State) Award

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act, 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

15. Delete the amount "\$23.60" appearing in Items 3, 4, and 5 of Part B, Table 1 - Rates and Allowances and insert in lieu thereof the following:

"\$26.45"

C. G. STAFF J.

PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 199 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete clause 1, Arrangement of the award published 26 June 2009 (368 I.G. 604) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Anti-Discrimination
5.	Conditions of Employment
6.	Rates of Pay
7.	Area, Incidence and Duration

2. Delete clause 2, Definitions and insert in lieu thereof the following:

2. Definitions

"Union" means HSUeast.

"Ministry" means the Ministry of Health.

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

"Local Health District" means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997*.

"Employee" means a person employed in any Hospital or Local Health District in the classification of Junior Dental Assistant or Dental Assistant, Grade 1, 2 or 3.

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this award in any one or more New South Wales public health organisations or other organisations deemed acceptable by the Ministry.

3. Delete paragraph (a) in subclause 3.1 "Dental Assistant-Grade 1" of clause 3, Classifications, and insert in lieu thereof the following:

3.1 Dental Assistant Grade 1

- (a) A dental assistant grade 1 means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Ministry to be equivalent.

4. Delete subclause 3.2 "Dental Assistant-Grade 2"
- 3.2 Dental Assistant Grade 2
- (a) A dental assistant grade 2 means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Ministry to be equivalent.
5. Delete subclause 3.4 "Dental Assistant-Grade 3" in clause 3, and insert in lieu thereof the following:
- 3.4 Dental Assistant Level 3
- (a) Dental assistant grade 3 means a person who is appointed to such a position and who has a co-ordinating role across either a number of clinics in a Local Health District(s) or has the same level of responsibility in large teaching hospitals. The Level 3 dental assistant is a promotional position and is not eligible for a supervision allowance. Generally, if a level 3 dental assistant is responsible in one location, no other dental assistants in that clinic would be in receipt of a supervision allowance as prescribed in Clause 3.3 above.
- (b) The scope of grade 3 positions is local health district(s)-wide or a comparable level of responsibility in a large clinic. Positions which require employees to perform the duties outlined below, will be graded at level 3.
- (c) A level 3 dental assistant will be required to do most or all of the following duties:
- (i) Perform the usual range of dental assistant duties when required.
 - (ii) Recruitment of dental assistants.
 - (iii) Manage trainee dental assistant programs.
 - (iv) Participate in sector or local health district(s)-wide committees such as infection control, education, and performance improvement.
 - (v) Manage/participate in conflict resolution where required.
 - (vi) Chair dental assistant forums and meetings.
 - (vii) Mentor other dental assistants in their role as supervisors, including performance management and review processes.
 - (viii) Assist in managing safety issues.
 - (ix) Manage the educational needs of dental assistants.
 - (x) Manage staff relief across the sector/area.
 - (xi) Prioritising of workload in conjunction with oral health practitioners.
 - (xii) Co-ordinate and order all stock and consumables including:
 - liaison with external providers, and
 - being fully conversant with State contract processes.
 - (xiii) Ensure the proper maintenance of equipment through:
 - training and monitoring of dental assistants in maintenance duties,

effecting minor repairs,

co-ordinate the repair services provided by external and internal providers, and

ensure contractual requirements of external providers are met.

6. Delete clause 7, No Extra Claims, and renumber existing clauses accordingly.
7. Delete existing clause 8, Area, Incidence and Duration, to read as clause 7, and insert in lieu thereof the following

7. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Public Hospitals Dental Assistants (State) Award published 10 March 2006 (351 IG 983) and all variations thereof.
- (b) 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 the *Health Services Act 1997*, or their successors, assignees or transmittes.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS LIBRARY STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 201 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the definition "Area Health Service" in clause 4, Definitions, of the award published 24 April 2009 (367 I.G. 1403).
2. Insert alphabetical order in clause 4, Definitions,; the following new definition of "Local Health District"

"Local Health District" means a Local Health District constituted pursuant to section 17 of the Health Services Act 1997.

3. Delete the definition "Employer" appearing in clause 4, Definitions, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

4. Delete the definition of "Union" appearing in the said clause 4, and insert in lieu thereof the following:

"Union" means HSUeast.

5. Delete clause 7, Grading Committee, and insert in lieu thereof the following:

7. Grading Committee

A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or a hospital/Local Health District.

- (i) The grading of any new position or variation of grading of a position as the result of substantial change in the duties and/or responsibilities or any grading anomaly; and
- (ii) The date of the effect of the grading recommended.

Provided that -

- (a) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the committee;
 - (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
 - (c) 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.
6. Delete clause 8, Area, Incidence and Duration, and insert in lieu thereof the following:

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Library Staff (State) Award published 17 March 2006 (358 IG 139) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS MEDICAL RECORD LIBRARIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 202 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

REVIEWED AWARD

1. Delete the definition "Employer" in clause 1, Definitions, of the award published 24 April 2009 (367 I.G. 1408) and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

2. Delete the definition "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means HSUeast.

3. Delete clause 7, Area, Incidence and Duration, and insert in lieu thereof the following:

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Medical Records Librarians Award published 3 March 2006 (357 IG 818) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 19 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

RIVERINA WATER COUNCIL ENTERPRISE AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 284 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Riverina Water Council Enterprise Award 2007 published 29 August 2008 (366 I.G. 655) as varied, be rescinded on and from 27 March 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

**SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY
ENTERPRISE AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 139 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

REVIEWED AWARD

1. Delete paragraph 3.1.3 of subclause 3.1 of clause 3, Parties to This Enterprise Award, of the award published 28 August 2009 (368 I.G. 1708), and insert in lieu thereof the following:

3.1.3 United Voice New South Wales Branch

2. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 March 2012.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

TRANSPORT SERVICE OF NEW SOUTH WALES SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council, and another.

(Nos. IRC 1795 and 1809 of 2011)

Before The Honourable Justice Boland, President

25 May 2012

AWARD

Arrangement

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2. Interpretation
3. Title
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5. Dispute Settlement Procedure (DSP)
6. Union rights
7. Classifications, Salary and Allowances
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27. TOCs and TIOs

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SCHEDULE B - ALLOWANCES AND EXPENSES

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 November 2011, Transport for New South Wales (TfNSW) was established pursuant to Part 1A of the Transport Administration Act 1988 (NSW).
- 1.2 The Transport Service is the service in which employees who are the staff of TfNSW are employed.
- 1.3 This award sets out salaries and conditions of employment for Employees in the Transport Service in the classifications specified in this award.

2. Interpretation

2.1 Definitions

Accrued Day Off (ADO) means the day not being a holiday, that an Employee has off duty arising from the working of a 19 day month.

Act means Transport Administration Act 1988.

Director-General means the Director-General of the Department of Transport.

(Note: a reference to any action taken by the Director-General or the Employer under this award is, where appropriate, taken to mean a reference to action taken by a delegate of the Director-General).

Dispute Settlement Procedure (DSP) means the procedure outlined in Clause 5.

Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

Employee means all persons employed as a member of the Transport Service who are not part of the Transport Senior Service as defined in the Act.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Director-General in accordance with s68C(2) of the Act.

Extended Leave means long service leave as provided by sub clause 18.5.

FACSL means Family and Community Service Leave in accordance with subclause 18.4.

Family Member means:

- (a) a spouse of the Employee;

- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or 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 of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in Clause 16.1.

IRC means Industrial Relations Commission of New South Wales.

LWOP means Leave Without Pay.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which that is declared as an additional holiday for a specified part of the State under the Public Holidays Act.

On Call means an Employee who is required by the Employer to be available outside their normal working hours for recall to duty.

Part-Time Employee means a person employed on a permanent or temporary basis in accordance with clause 13.5, including an Employee working a job share arrangement.

Professional Engineer means an Employee who holds a tertiary level degree in engineering and is employed in a position where a degree in engineering is a requirement.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

Shift means a turn of duty during which work is performed.

Shiftworker means an Employee working in the TMC who works rostered shifts.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

Temporary Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

TIOs means Employees employed as Transport Information Officers in the Transport Management Centre.

TMC means the Transport Management Centre.

TOCs means Chief Traffic Operations Controllers, Senior Traffic Operations Controllers and Traffic Operations Controllers in the Operations Unit of the Transport Management Centre.

Transport Service means the Transport Service of New South Wales established by the Act.

Union means an organisation of Employees registered under the Industrial Relations Act 1996.

3. Title

This Award shall be known as the Transport Service of New South Wales Salaries and Conditions of Employment Award 2011.

4. Area, Incidence and Duration

4.1 This Award shall apply to:

- (a) The Employer; and
- (b) Employees.

4.2 This Award comes into effect on 1 November 2011 and will remain in force until 31 October 2013.

4.3 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Australian Rail, Tram and Bus Industry Union NSW (RTBU);
- (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
- (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA).

4.4 This Award does not apply to Employees who are employed by the Employer to perform the functions performed by employees in the Transport Shared Services unit of the Human Resources and Business Services Division of the Department of Transport.

4.5 An agreement made under s68D(2) of the Act shall override this Award to the extent of any inconsistency.

5. Dispute Settlement Procedure (DSP)

5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

5.2 Subject to Clause 9.1, this procedure shall apply to any Dispute that arises about the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or

(c) the operation and application of this Award.

5.3 Any Dispute shall be resolved according to the following steps:

STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Manager Industrial Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Manager Industrial Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Director-General or their nominee who will meet and conclude their discussions within 48 hours.

STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.

5.4. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.

5.5. The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.

5.6. The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.

5.7. All timeframes above are exclusive of weekends and public holidays.

5.8. The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.

5.9 Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

6. Union Rights

6.1 Union Delegates

(a) The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace.

- (b) Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (i) represent members in bargaining;
 - (ii) represent the interests of members to the Employer;
 - (iii) consult with union members and other Employees for whom the delegate is a representative; and
 - (iv) place union information on a union noticeboard in a readily accessible and visible location.
- (c) Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- (d) Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- (e) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- (f) Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (i) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
 - (ii) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
 - (iii) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
 - (iv) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
 - (v) attendance at meetings as a member of a vocational or industry committee.
- (g) Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (i) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (ii) all travelling expenses being met by the Employee or the Union;
 - (iii) attendance being confirmed in writing by the Union or a nominated training provider.

- (h) The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference or other accredited activity referred to above is known.
- (i) Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- (j) If a delegate undertakes duties in accordance with this clause while on leave, TfNSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

6.2 Union Delegates' access to the Employer's facilities

- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

7. Classifications, Salary and Allowances

- 7.1 Employees, other than Professional Engineers, are employed in the classifications set out in Part 1 of Schedule A.
- 7.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 7.3 Employees will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 7.4 Employees will be paid applicable allowances and expenses in accordance with Schedule B of this Award.
- 7.5 Salary and allowance adjustments provided for in this Award are as follows:
 - (a) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2012;
 - (b) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2013.
 - (c) allowance items 1, 2, 12 and 13 will be increased in accordance with (a) and (b) rounded to the nearest 10 cents.
 - (d) allowance items 3 to 11, 14 and 15 will be increased in accordance with variations made via Department of Premier and Cabinet Circulars and Schedule B amended as required.
- 7.6 Where an Employee has completed 12 months service at a level within a classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress one level within the Employee's classification.
- 7.7 Each Employee will be paid fortnightly.
- 7.8 Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.
- 7.9 The transitional arrangements for Employees who join the Transport Service, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C, and who immediately prior to their employment were employed in a public transport

agency, as defined in the Act, are set out in Schedule C. The transitional arrangements in Schedule C only apply to Employees who are appointed to a position that is at their equivalent TfNSW grade in Schedule C.

7.10 First Aid Allowance

Where the Employer designates an Employee who is qualified, as specified in Items 12 and 13 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.

8. Consultation and Change

- 8.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this award and Employees.
- 8.2 At least 4 times per year senior management representatives of the Employer and nominees of each of the Union parties will meet to consult on matters which have organisational wide impact or implications.
- 8.3 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
- (a) The Employer will provide relevant information about:
- (i) The proposed change;
 - (ii) Effects on the Employees; and
 - (iii) The rationale for the proposed changes based on business needs.
- (b) The Employer will meet with the affected Employees and their Employee Representative and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
- (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 8.4 The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impacts on the working arrangements of Employees.
- 8.5 Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at Clause 5.

9. No Extra Claims

- 9.1 During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the IRC or any other industrial tribunal.
- 9.2 The terms of subclause 9.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 9.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 are not prohibited by this clause.

10. Work Environment

- 10.1 Workplace Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces by:
- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
 - (b) assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured Employees.
- 10.2 The Employer will allow Employees elected as committee members, reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member.
- 10.3 Equality in employment - The Employer is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 10.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

11. Anti-Discrimination

- 11.1 It is the intention of the Employer 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.
- 11.2 It follows that in fulfilling their obligations under Clause 5 (Dispute Settlement Procedure) of this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 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.
- 11.4 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.

- 11.5 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

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

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

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

12. Probationary Period

- 12.1 All new Employees, other than an Employee who immediately prior to their employment in the Transport Service was employed in the NSW Public Sector, will be subject to a probationary period of 3 months, except where the Employer specifies a probationary period of 6 months.
- 12.2 The Employer may extend a 3 month probationary period once up to a maximum of 6 months.

13. Forms of Employment

- 13.1 The Transport Service will use direct permanent employment as the preferred and predominant staffing option for TfNSW.
- 13.2 With the exception of Employees covered by Part B (employed in the TMC) no Employee will be employed to perform shiftwork or be required to perform shiftwork.
- 13.3 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No employee will be engaged as a casual employee.

13.4 Full-Time Employment

A Full-Time Employee is an Employee employed to work for thirty five hours per week.

13.5 Part-Time Employment

- (a) A Part-Time Employee shall be engaged to work agreed contract hours per week (for no less than three hours per day) and employed to work fewer ordinary hours than the ordinary hours worked by a Full Time Employee.
- (b) Part-Time work may be undertaken with the agreement of the Employer. Part-Time work may be undertaken in a part-time position or under a part-time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for Part-Time Employees is the same as for Full-Time Employees.
- (d) Part-Time Employees receive full time entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Additional hours

- (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in excess of their contract hours.
- (ii) Subject to 16.11, for the time worked in excess of the Employee's contract hours and up to the normal full-time hours for the classification, part-time Employees shall:
 - (A) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the Employee is entitled to five weeks annual leave, or
 - (B) if working under a Flexible Working Hours scheme under clause 17 of this Award, can elect to be paid as per clause 13.5(e)(ii)(A) or have the time worked credited as flexible working hours.
- (iii) For time worked in excess of the full-time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 21 without the need to be working under flexible hours in clause 21.3.

13.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to 13.1, an engagement of a Temporary Employee may be for a fixed period of not more than 12 months, for a specified project, or for maternity relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 12 months (other than maternity leave) or where an Employee is proposed to be engaged as a Temporary employee for a further period in the same role that would extend the engagement to more than 12 months, a review will be undertaken beforehand to determine if a permanent position should be created.

14. Termination of Employment

14.1 The Employer will not terminate an Employee's employment unless:

- (a) the Employee has been given, in writing, the period of notice required by this clause;
- (b) the Employee is guilty of serious misconduct; or
- (c) all relevant legislative provisions have been complied with.

14.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

14.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

14.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.

- 14.5 Employees may terminate their employment by giving notice in writing in accordance with the table in sub clause 14.2 above, or by forfeiting salary in lieu of notice.
- 14.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 14.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 14.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

15. Abandonment of Employment

- 15.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 15.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

16. Hours of Work

- 16.1 The ordinary hours of work shall be 35 hours per week.
- 16.2 Except as provided for in Clause 16.11 and Part B of this Award, the ordinary hours shall be worked between 7.30 am and 6.00 pm, Monday to Friday inclusive.
- 16.3 No Employee shall be required to work more than five consecutive hours without a meal break.
- 16.4 Meal breaks must be given to and taken by Employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration. For Employees working hours in accordance with 16.7(a) with a prescribed break of more than 30 minutes, the Employee and Employer may agree, when operationally convenient, to reduce the break to not less than 30 minutes.
- 16.5 The ordinary hours may be standard or flexible and may be worked on a full time or part time basis.
- 16.6 The Employer shall ensure that all Employees are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
- 16.7 The following working arrangements apply according to the requirements of the Employer:
- (a) 7 hours, 22 mins per day / 19 days per 4 week period (fixed); or
 - (b) flexible working hours (clause 17).
- Employees working according to (a) above are excluded from working under the flexible working hours scheme.
- 16.8 Employees working in accordance with 16.7(a) will be entitled to:
- (a) have an accrued day off (ADO) during each four week work cycle; and

- (b) where the Employee is directed to work and cannot take their ADO during that four week work cycle then any such accrued ADO shall be carried over and taken at a mutually convenient time.
- 16.9 Employees who are lactating mothers may take lactation breaks for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk. This is in addition to any other rest period and meal break as provided for in this award.
- (a) A Full-Time Employee, or a Part-Time Employee working more than 4 hours per day, is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (b) A Part-Time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes.
- (c) Employees shall be provided with access to:
- (i) a suitable private space, with comfortable seating, for the purpose of breastfeeding or expressing milk; and
- (ii) suitable facilities, such as refrigeration and a sink, where practicable.
- 16.10 An Employee who is required to undertake urgent personal business, attend to essential religious obligations or is late for work, can seek approval to make up that time on the same or on other days as agreed between the Employee and the Employer or take flex leave if working under Flexible Working Hours (clause 17).
- 16.11 Additional Conditions for North West Rail Link Community Information Centre Staff
- (a) Employees working in the North West Rail Link Community Information Centre may be required to work their ordinary hours of duty:
- (i) between 8.20 am and 4.20 pm on a Saturday; and
- (ii) between 6.00 pm and 7.00 pm on a Monday to Friday,
- provided such ordinary hours shall be paid at the ordinary rate plus a loading of 50 per cent.
- (b) The ordinary hours of duty shall be worked over a two week roster cycle.
- (c) Employees shall not be required to work more than five consecutive days during the roster cycle.
- (d) The minimum hours to be worked on a Saturday shall be four for Full Time Employees and three for Part Time Employees.

17. Flexible Working Hours

- 17.1 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:
- (a) A flexible working hours scheme in terms of this subclause may operate subject to operational requirements, as determined by the Employer.
- (b) Flexible working hours will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
- (c) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses (j), (m) and (n) of this clause, all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.

- (d) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
- (e) Bandwidth - The bandwidth shall be between the hours of 7.30 am and 6.00 pm Monday to Friday.
- (f) Coretime - The coretime shall be between the hours of 9.30 am and 3.30 pm, excluding the lunch break.
- (g) Lunch break - The standard lunch period shall be no less than ½ hour and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2½ hours.
- (h) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flexleave must coincide.
- (i) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
- (j) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 17.1(l) and 17.1(o), additional hours are forfeited.
- (k) Any credit of hours outstanding on an Employee's last day of duty, is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
- (l) Weekly hours worked during the settlement period are to be monitored by the Employee and their supervisor. If it appears that the Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flexleave.
- (m) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
 - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
 - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
 - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual / extended leave.
- (n) Flexleave - Subject to operational requirements:
 - (i) An Employee may use credit hours to take off one full day or two half days in a settlement period of 4 weeks.
 - (ii) Flexleave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.
 - (iii) Flexleave may be taken on consecutive working days.
 - (iv) Absences on flexleave may be combined with other periods of authorised leave.

- (o) Banked days - If an Employee is unable to take flex leave in accordance with paragraph (n) of this subclause due to operational requirements, an Employee can bank flexleave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time. All banked days that are not taken by 31 January following the year in which the days are banked are forfeited unless retention is approved by the Director-General.

18. Leave Provisions

18.1 Annual Leave

- (a) Subject to this clause, annual leave is in accordance with the Annual Holidays Act.
- (b) Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- (c) An employee who takes unpaid adoption, maternity or parental leave in accordance with this Award, is entitled to take Annual leave on half pay at the same time.
- (d) Limits on accumulation and direction to take leave:
 - (i) Employees must take at least two weeks of annual leave every 12 months, and this shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.
 - (ii) The minimum period of annual leave available to be granted shall be a quarter day.
 - (iii) Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the Employee.
- (e) Subclause 18.1(d)(i) will not apply if an Employee has accumulated annual leave for a special purpose approved by the Employer, for example, an overseas holiday.
- (f) Recreation leave does not accrue during leave without pay, other than:
 - (i) military leave taken without pay when paid military leave entitlements are exhausted;
 - (ii) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - (iii) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - (iv) incapacity for which compensation is authorised under the Workplace Injury Management and Workers Compensation Act 1998 and Workers Compensation Act 1987; or
 - (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (g) An Employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (h) Annual leave loading
- (i) Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.

- (ii) The annual leave loading shall be paid to Employees subject to the following conditions:
 - (A) The full entitlement to the loading on annual leave that an Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (B) In the event of no such absence occurring by 30 November of the following year, an Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
 - (C) On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

18.2 Sick Leave

- (a) An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- (b) Sick leave on full pay accrues day by day to an Employee at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (c) During the first 4 months of employment, an Employee can access up to 5 days paid sick leave even though that leave has not yet accrued.
- (d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two consecutive days.
- (e) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to take 5 single days of total sick leave in any one year as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.
- (f) Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Sick Leave - Workers Compensation
 - (i) Pending determination of a claim under the Workers Compensation Act 1987, on production of an acceptable medical certificate, an Employee shall be granted sick leave on full pay for which the Employee is eligible followed, if necessary, by sick leave without pay or, at the Employee's election by accrued annual leave or extended leave.
 - (ii) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the Employee pending acceptance of the claim shall be restored to the credit of the Employee.
 - (iii) An Employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the Employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the Employee.

18.3 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a person identified in paragraph (c) of this clause is ill, or requires care due to an unexpected emergency.
- (b) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave is exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in paragraph (c) of this clause.
- (c) Categories of people for which Carer's Leave can be obtained:

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

 - (i) Family Member;
 - (ii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means a family group living in the same domestic dwelling.
- (d) Other forms of leave and carer's responsibilities

An Employee may elect, with the Employer's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (e) The Employee shall, if required:
 - (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) 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.

18.4 Family and Community Service Leave

- (a) Employees will be granted paid Family and Community Service Leave (FACSL) in accordance with this clause.
- (b) FACSL will be granted:
 - (i) for reasons related to responsibilities for a Family Member ;
 - (ii) for reasons related to the death of a Family Member or relative;
 - (iii) for reasons related to performance of community service; or
 - (iv) in case of pressing necessity, natural disaster or major transport disruption.

- (c) The maximum amount of FACSL that an Employee will be granted at ordinary rates is:
 - (i) two and a half days in the first 12 months of service; or
 - (ii) five days in any period of two years after the first 12 months of service; or
 - (iii) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee,

whichever is the greater.
- (d) If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days will be granted on a discrete, per occasion basis to a staff member.

18.5 Extended Leave

- (a) General

Extended leave for Employees will accrue and be granted in accordance with section 68F of the Transport Administration Act 1988, together with Schedule 3 and Schedule 3A of the Public Sector Employment and Management Act 2002.

- (b) Extended Leave Entitlements

- (i) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:

44 working days at full pay, or

88 working days at half pay, or

22 working days at double pay.
- (ii) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (iii) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 3A of the Public Sector Employment and Management Act 2002, are entitled to access the extended leave accrual indicated in subparagraph (i) above on a pro rata basis of 4.4 working days per completed year of service.
- (iv) Employees who are employed part-time are entitled to extended leave on the same basis as that applying to a Full-Time Employee but payment for the leave is calculated on a pro rata basis.

18.6 Maternity Leave

- (a) General

- (i) Maternity leave is available to all female Employees to enable them to take care of their new born child, retain their position and return to work within a reasonable period of time after they have given birth.
- (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (b) Paid Maternity Leave

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

- (i) fourteen weeks, or
- (ii) the period of maternity leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Maternity Leave

- (i) Pregnant Employees are entitled to maternity leave:
 - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
 - (B) for a further period ending not more than 12 months after the date of giving birth.
- (ii) Employees who take maternity leave may reach agreement with the Employer to also take leave after the date of birth:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.

(d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.

(e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

18.7 Adoption Leave

(a) General

- (i) Employees are entitled to adoption leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the Surrogacy Act 2010.
- (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.

(b) Paid Adoption Leave

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

- (i) fourteen weeks, or
- (ii) the period of adoption leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

- (c) Unpaid Adoption Leave
 - (i) Employees are entitled to adoption leave for a maximum period of 12 months.
 - (ii) Employees who take adoption leave may also reach agreement with the Employer to also take leave:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.
- (d) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flexleave or family and community service leave.

18.8 Parental Leave

- (a) General
 - (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.
 - (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
 - (iii) Parental leave is granted without pay except as provided in paragraph (d) of this subclause.
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 18.8(b) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) Paid Parental Leave
 - (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (A) One week on full pay, or
 - (B) Two weeks on half pay.
 - (ii) The period of paid leave does not extend the current entitlement of leave in accordance with 18.8(a)(i) or (b), but is part of it.
- (e) Taking Of Parental Leave

Employees who take parental leave may reach agreement with the Employer to also take leave:

 - (i) part-time over a period not exceeding two years; or

- (ii) partly full-time and partly part-time over a proportionate period of up to two years.

18.9 Annual and extended leave during maternity, adoption or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

18.10 Subsequent maternity or adoption leave - pay rate

An Employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

18.11 Alternative Duties

If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Director General, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

18.12 Return to work after Maternity, Adoption or Parental leave

- (a) An Employee who has taken leave in accordance with clause 18.6, 18.7 or 18.8 may make a request to the Employer to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 24 months (on a full time basis) or 36 months (on a part time basis);
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under sub clause (a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) An Employee has the right to his/her former position if she/he has taken leave in accordance with 18.6, 18.7, 18.8 or 18.12(a)(i) or part time work in accordance with 18.12(a)(ii) and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (d) If the position occupied by the Employee immediately prior to the taking of leave in accordance with clause 18.6, 18.7, 18.8 or 18.12 (a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee's former position.

18.13 Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Employer shall grant to an Employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the Employee's unit.
- (b) Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 18.13(a) of this clause.
- (c) At the expiration of any period of military leave, the Employee shall furnish to the Employer a certificate of attendance and details of the Employee's reservist pay signed by the commanding officer or other responsible officer.

18.14 Purchased Leave

- (a) An Employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- (c) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (d) The leave will count as service for all purposes.
- (e) The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- (f) The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- (g) Purchased leave is subject to the following provisions:
 - (i) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
 - (ii) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, recreation leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
 - (iii) Sick leave cannot be taken during a time when purchased leave is being taken.
 - (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - (v) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
 - (vi) A higher duties payment will not be paid when purchased leave is being taken.
- (h) Specific conditions governing purchased leave may be amended from time to time by the Director General in consultation with the Union parties.

18.15 Leave Without Pay

Where an Employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.

18.16 Observance of Essential Religious and Cultural Obligations

Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:

- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

will be granted annual/extended leave, flex leave or LWOP to observe the obligations.

18.17 Study Leave without pay

Where an Employee is on study leave without pay and financial assistance is approved by the Employer for all or part of a study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the Employee.

18.18 Special Leave

Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
 - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
 - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the Jury Act 1977 in respect of any such period.
 - (iii) An Employee must on receipt of any payment or payments made to the Employee under the Jury Act 1977 in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness
 - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.

- (ii) A staff member subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (d) NAIDOC Day - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 18.19 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
 - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
 - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
 - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days' Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
 - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
 - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.

- (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.
- (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
- (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.

18.19 Leave for Matters Arising from Domestic Violence

- (a) Leave entitlements provided for in subclauses 18.2 (Sick Leave) and 18.3 (Carer's Leave) and 18.4 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- (b) Where the leave entitlements referred to in paragraph (a) above are exhausted, the Employer shall grant Special Leave as per clause 18.18 (f).
- (c) The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (d) Personal information concerning Domestic Violence will be kept confidential by the Employer.
- (e) The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

19. Public Holidays

19.1 Employees are entitled, without loss of pay, to the following standard public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) and an additional day between Boxing Day and New Year's Day,

and such other Local Holiday, public holiday/s or substitute day as ordered by the government from time to time.

19.2 Employees directed to work on public holidays are to be paid, excluding for overtime:

- (a) a loading of 150% of the ordinary hourly base rate of pay for any time worked on such holiday; and
- (b) an additional day's pay at ordinary rates.

19.3 Where Employees are not required to work on a public holiday and where the holiday is due they shall receive payment of the monetary value of the day.

19.4 Employees are not entitled to a public holiday where it occurs under the following circumstances:

- (a) During approved leave of absence without pay exceeding one (1) month.
- (b) When an Employee covered by Part B is rostered to work and is absent without leave.
- (c) When an Employee is on strike or is suspended without pay.

19.5 Public holidays occurring during the taking of annual leave shall be treated as additional to the quantum of annual leave being taken.

19.6 An Employee required to work on a Local Holiday will be granted time off in lieu on an hour for hour basis for the time worked on the Local Holiday.

19.7 If a Local Holiday falls during the period of an Employee's absence on leave, the Employee is not entitled to the holiday.

20. Transfer Allowances

20.1 General

Where an Employee has been appointed, transferred at the initiative of the Employer or redeployed in to a position that necessitates the Employee relocating their home they will be reimbursed for all reasonable costs of moving in accordance with this clause. An Employee will be reimbursed as these expenses are incurred.

20.2 Pre Location Visit

- (a) The Employer will reimburse reasonable costs associated with a pre-location visit based on the provision of receipts.
- (b) These costs include a maximum of three nights' accommodation, excluding travel time, hire car expenses if incurred, and all meals according to Schedule B. If the Employee does not accept the relocation the Employee will not be reimbursed for these costs. The visits are treated as on duty for that portion of the visit approved by the Employer. Claims for excess travel time, overtime or any other like payment will not be considered. In most cases travel will be by train unless the Employee cannot comfortably reach the destination in one day.

20.3 Removal Costs

The Employer will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to move their household furniture and effects and generally includes a household's normal contents and outdoor equipment such as play equipment, garden tools, portable Barbeque and small garden shed. The Employee's manager may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

20.4 Storage

The Employer will arrange and pay for the storage of household goods and effects until the Employee finds suitable accommodation i.e. the Employee moves in to their new home. Subject to the relevant approval the Employer will reimburse the storage costs of certain effects for up to one year.

20.5 Travel To New Location

It is expected that an Employee who owns a motor vehicle will drive the motor vehicle to the new location except as otherwise approved by the Employer. Where the Employee owns a second motor vehicle it is expected that another family member will drive the second vehicle to the new location. In both instances the Employer will meet the costs associated with the driving of the motor vehicle. The Employer will meet all reasonable accommodation and meal costs incurred en-route to the new location.

20.6 Temporary Accommodation

If the Employee is required to move out of their current home before they are due to leave for the new position the Employer will arrange temporary accommodation for the Employee and their immediate family for a period of no more than seven days prior to travel to the new location. Any extension will be subject to managerial approval and only in exceptional and unavoidable circumstances. The Employer will assist in the cost of short term accommodation at the new location for up to 14 days after arrival at the new location or until suitable permanent accommodation becomes available i.e. to a maximum of six weeks. Any extension will be subject to managerial approval and is limited to a period of 14 days.

20.7 Resettlement Leave

The Employee will be entitled, subject to operational requirements, up to a maximum of five days paid leave to pack, unpack and oversee the transfer of their belongings, if necessary. Travel to the new location is regarded as on duty.

20.8 Permanent Accommodation

(a) Home Rental (Bond)

If an Employee was renting their home at the old location they will be eligible for costs associated with breaking the current lease and advance on the bond for a rental property at the new location, which is to be repaid, either in a lump sum payment or deducted from the Employee's pay over a six month period.

(b) Home owner

(i) If an Employee owns a home in the old location they will be eligible to receive assistance in the cost of selling that home, the cost of purchasing a home in the new location in order to receive sale and purchasing assistance. Employees must sell their current property and purchase a new property at the new location within 12 months of the move.

(ii) The following sales costs will be reimbursed:

(A) selling agent's commission, except for an unsuccessful auction;

(B) marketing costs;

(C) solicitor/conveyancer costs and disbursements;

(D) mortgage discharge or penalty exit fees up to a maximum of six months interest;

(E) if a solicitor/conveyancer is not engaged, the actual costs incurred with the sale of the dwelling; and

- (F) if a selling agent is not engaged, expenses incurred in advertising up to a maximum of 10% of the Commission that would otherwise have been payable.
- (iii) The following purchase costs will be reimbursed:
 - (A) solicitors'/conveyancer professional costs and disbursements;
 - (B) valuation fees and stamp duty;
 - (C) if a solicitor/conveyancer is not engaged, expenses incurred in connection with settlement expenses;
 - (D) mortgage setup fees; and
 - (E) expenses incurred in relation to housing loan insurance, building inspection and pest inspection.
- (c) Costs are to be paid by the Employee and subject to reimbursement on the production of sufficient receipts/evidence. As some of the above benefits are subject to fringe benefits tax they will be reported on the Employee's group certificate.

21. Overtime

21.1 General

- (a) An Employee may be directed by the Employer to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (i) The Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements;
 - (ii) Any risk to the Employee's health and safety;
 - (iii) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (iv) The notice (if any) given by the Employer regarding the working of the overtime, and by the Employee of their intention to refuse overtime; or
 - (v) Any other relevant matter.
- (b) Payment for overtime shall be made only where the Employee works directed overtime.
- (c) Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after the bandwidth, provided that, on the day when overtime is required to be performed, the Employee shall not be required by the Employer to work more than 7 hours after finishing overtime or before commencing overtime.
- (d) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

21.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause 21.3 (Overtime Rates) applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

- (b) The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

21.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in clause 2 Definitions of this Award.
- (b) Rates - Overtime shall be paid at the following rates:
- (i) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme.
 - (ii) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (iii) Sundays - All overtime worked on a Sunday at the rate of double time.
 - (iv) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If an Employee is absent from duty on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the Employee has been granted leave of absence or the absence has been caused by circumstances beyond the Employee's control.
- (d) An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods:
- (i) An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (ii) Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the Employee shall be paid at the appropriate overtime rate until released from duty for eight hours. The Employee will then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

21.4 Recall to Duty

- (a) An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.

- (c) When an Employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When an Employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the Employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the Employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) An Employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This clause shall not apply in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside the Employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

21.5 On-Call (Stand-By) and On-Call Allowance

- (a) When required to be on call, an Employee shall be:
 - (i) paid an allowance as set out in Item 1 of Schedule B per rostered day or shift, and the amount as set out at Item 2 of Schedule B for a non-rostered day or shift.
 - (ii) available outside of ordinary working hours;
 - (iii) able to be contacted immediately;
 - (iv) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
 - (v) in a fit state, free of the effects of alcohol or drugs.
- (b) If an Employee who is on call is called out by the Employer, the overtime provisions as set out in clause 21.3 - Overtime Rates shall apply to the time worked;
- (c) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

21.6 Overtime Meal Breaks

- (a) Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (c) Employees generally - An Employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An Employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

21.7 Overtime Meal Allowances

- (a) Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 3 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.
- (b) Where the allowance payable under paragraph (a) above is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Employer shall approve payment of actual expenses incurred by the Employee.

21.8 Rate of Payment for Overtime

An Employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Transport Service Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Transport Service Grade 8 plus \$1.00 per annum, unless the Employer approves payment for directed overtime at the Employee's salary or, where applicable, salary and allowance in the nature of salary.

21.9 Payment for Overtime or Leave in Lieu

The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu at the overtime rate in accordance with clause 21.3(b). This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick Family Member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

21.10 Special Projects

- (a) The Employer may determine that in order to achieve the most efficient and effective service for a special project, that it is necessary for staff who work flexitime hours in accordance with clause 17, Flexible Working Hours, to suspend those arrangements and in lieu work special overtime arrangements under a special project approved by the Employer.
- (b) In the event that the Employer makes a determination in accordance with sub clause 21.10(a), the Employee will be paid overtime for all hours worked in excess of 7 hours on any one day, at the rates contained in Clause 21.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

22. Travelling Expenses

22.1 The Employee is to obtain an authorisation for all official travel prior to incurring any travel expense. All expenses authorised in writing will be paid by the Employer including, where applicable, the allowances in Clause 22.2.

22.2 Expenses (General)

- (a) The Employer will apply the rates as published from time to time by the Department of Premier and Cabinet, and shown at Items 4 - 11 of Schedule B, for the following allowances:

- (i) travel allowances (involving overnight stay);
 - (ii) meal allowances (not requiring overnight accommodation);
 - (iii) rates for use of private motor vehicles.
- (b) Payment of any actual expenses shall be subject to the production of receipts, unless the Employer is prepared to accept other evidence from the Employee.

22.3 Meal Allowances - Journeys not requiring Overnight Accommodation

(a) Eligibility

A meal allowance will be paid for travel on official business only when:

- (i) the Employee returns to their residence or headquarters on the same day;
- (ii) has the meal away from their residence or headquarters;
- (iii) the Employee incurs expenditure in obtaining the meal; and
- (iv) a break from work or travel of 30 minutes is taken to have the meal.

(b) Provided that:

- (i) Breakfast - the travel must have started before 6.00 am and at least one hour before the Employee's normal starting time.
- (ii) Lunch - a lunch meal allowance will only be paid when the Employee is required to travel a total distance on the day of at least 100 kilometres, and as a result, the meal is taken at a distance of at least 50 kilometres from the Employee's normal headquarters at the time of taking the normal lunch break.
- (iii) Employees, whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters, are not entitled to a lunch allowance.
- (iv) Dinner - An evening meal allowance will only be paid when the meal is eaten after 6.30 pm.

22.4 Travel Allowance

- (a) An Employee who is required by the Employer to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal expenses (if not provided by the Employer) and incidental expenses as published from time to time by the Department of Premier and Cabinet and as set out in Items 7 and 8 of Schedule B.
- (b) The Employer shall determine whether the Employee is to obtain overnight accommodation, taking into consideration the Employee's safety and whether the Employee is finishing work late or commencing work early.
- (c) As an alternative to these provisions, the Employer could make other arrangements by agreement with the Employee to meet the travelling expenses properly and reasonably incurred by an Employee who is required to work at a temporary work location.
- (d) This clause does not apply to Employees who are on an Employee-initiated secondment.
- (e) When an Employee working from a temporary work location takes overnight accommodation, the Employee shall be entitled to claim the reimbursement of any expenses (including meal

expenses) properly and reasonably incurred during the time spent at the temporary work location in excess of the allowance in paragraph (a) above.

22.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under clause 22.4 is not payable in respect of:
- (i) Any period during which the Employee is at their residence at weekends or public holidays;
 - (ii) Any period of leave; or
 - (iii) Any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.
- (b) An Employee shall be entitled to an allowance under this clause, in the following circumstances:
- (i) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the Employee's residence; and for the return journey from the Employee's residence to the temporary work location; or
 - (ii) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the Employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

22.6 Compensatory Travel Leave/Payment

- (a) Employees are entitled to be paid ordinary-time payment or, if requested by the Employee and agreed by the Employer, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances:
- (i) Where travel is on a non-working day for time spent in travelling after 7.30 am;
 - (ii) Where travel is on a working day for time spent in travelling before their normal commencing time or after their normal ceasing time, subject to the following conditions:
 - (A) the time normally taken for the periodic journey from home to headquarters and return is deducted from Employees' travelling time (except on a non-working day);
 - (B) periods of less than a quarter of an hour on any day shall be disregarded;
 - (C) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day where Employees have travelled overnight and accommodation has been provided for them;
 - (D) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport;
 - (E) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion which carries increased salary or where the transfer is for disciplinary reasons or where the transfer is made at the Employee's request; or by ship on which meals and accommodation are provided.
- (b) Where Employees qualify for travel allowance or compensatory leave or ordinary time payment for official travel they shall be entitled to have any necessary waiting time treated as travelling time subject to the following condition:

- (i) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except:
- (A) where duty is performed on the day of such departure, any necessary waiting time from completion of such duty until departure shall be counted; and
- (B) where no duty is performed on that day of such departure, necessary waiting time after the Employee's normal commencing time until such departure shall be counted.
- (c) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (d) Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Transport Service Grade 8, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for Transport Service Grade 8, plus \$1.00 per annum, as adjusted from time to time.
- (e) An Employee who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
- (f) When an Employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- (g) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.

22.7 Private Motor Vehicle Allowance

Where the Employer authorises an Employee to use their private motor vehicle for work the Employee shall be paid an allowance at the appropriate rate at Item 9, 10 or 11 of Schedule B, subject to the Employee bearing the cost of :

- (a) ordinary daily travel by private motor vehicle between the Employee's residence and normal work location, and
- (b) any distance travelled in a private capacity.

22.8 Damage to Private Motor Vehicle Used for Work

- (a) Where an Employee is authorised to use their private vehicle for work and it is damaged while being used, any normal excess insurance charges prescribed by the insurer which are incurred shall be reimbursed by the Employer, provided:
- (i) the damage is not due to gross negligence by the Employee; and
- (ii) the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.

- (b) Provided the damage is not the fault of the Employee, the Employer shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:
 - (i) the damage was sustained on approved work activities; and
 - (ii) the costs cannot be met under the insurance policy due to the normal excess clauses.

23. Remote Locations Living Allowance

- 23.1 An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- (a) Indefinitely stationed and living in a remote area as defined in subclause 23.2 of this clause; or
 - (b) Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 23.2 of this clause.
- 23.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- (a) Grade A allowances - the rate shown as Grade A in Item 14 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 23.2(b) and 23.2(c) of this subclause;
 - (b) Grade B allowances - the rate shown as Grade B in Item 14 of Schedule B in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - (c) Grade C allowances - the rate shown as Item 14 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 23.3 The dependant rate for each grade is payable where the Employee has a dependant as defined and the Employee's dependant(s) resides within the area that attracts the remote area allowance and the Employee's spouse, if also employed in the Public Sector, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 23.4 For the purposes of this clause dependant is defined as:
- (a) the spouse of the Employee (including a de facto spouse);
 - (b) each child of the Employee aged eighteen years or under;
 - (c) each son and daughter of the Employee aged more than eighteen years but less than twenty six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
 - (d) any other person who is part of the Employee's household and who is, in the opinion of the Employer, substantially financially dependent on the Employee.
- 23.5 Where Employees are in receipt of the remote location living allowance provided for in Sub Clause 23.1 and work temporarily outside the areas listed in Sub Clause 23.1, payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- 23.6 Assistance to Employees Stationed in a Remote Area when travelling on Recreation Leave:

- (a) An Employee who:
- (i) is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Department of Premier and Cabinet; and
 - (ii) Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 15 of Schedule B for the additional costs of travel. The use of the word dependant in Schedule B has the same meaning as in subclause 23.4.
- (b) Allowances under this sub clause do not apply to Employees who have less than three years service and who, at the date of engagement, were resident in the defined area.

23.7 An Employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

- (a) the Employee continues in employment; and
- (b) the dependants continue to reside in the area specified; and
- (c) military pay does not exceed the Employee's salary plus the remote locations living allowance.

If the military salary exceeds the Employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

24. Higher Grade

- 24.1 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for five or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.
- 24.2 Where in any one period of higher duties of five consecutive days or more the Employee does not perform the whole of the duties of the higher graded position, the Employee will be paid a percentage as determined by the Employer of the minimum salary of the higher graded position.

25. Salary Packaging

- 25.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this award and/or any salary payable under an agreement made under s 68D(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- 25.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 25.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 26.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

- 25.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (b) any administrative fees.
- 25.6 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
- (a) Superannuation Guarantee Contributions;
 - (b) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

26. Work Health and Safety

- 26.1 For the purposes of this clause, the following definitions shall apply:

A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 26.2 If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 26.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 26.4 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate

legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

PART B - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE

27. TOCs and TIOs

27.1 This clause applies to TOCs and TIOs. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

27.2 Hours of Work

(a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(b) Full Time Employees

(i) Employees shall be continuous shift workers.

(ii) Other than Employees on probation, the ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute meal break and a 20 minute paid crib break.

(iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.

(iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be required to work more than three consecutive days in any seven day period.

(c) Where Employees are rostered to work shifts of 12 hours 10 minutes:

(i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.

(ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 27.3.

(iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 27.3.

(d) Part Time Employees:

(i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.

- (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
 - (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 27.4.
- (e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

27.3 Shiftwork

- (a) For the purposes of this sub clause:
- (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
 - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
 - (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
 - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
- (i) Payment for day shift shall be at the ordinary rate of pay,
 - (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
 - (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
 - (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
 - (v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
 - (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
 - (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
 - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
 - (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
 - (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other

allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

(c) Additional Annual Leave

Full time Employees shall be credited with an additional 5 days recreational leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.

(d) Shift Rosters

(i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.

(ii) Notice shall be given of shifts to be worked at least 7 days in advance.

(iii) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

27.4 Overtime Worked by TOCs and TIOs

Payment of overtime shall be made at the following rates:

(a) All time worked in excess of 11 hours 40 minutes per shift or 70 hours per fortnightly pay period between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone

(b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.

(c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.

(d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.

(e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.

(f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

(g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

27.5 Sick leave

(a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.

(b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

28. TMC Shiftworkers other than TOCs and TIOs and Traffic Commanders

28.1 This clause applies to TMC Shiftworkers who are Transport Spokespersons, Senior Transport Spokespersons, Senior Transport Information Managers and Transport Liaison Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

28.2 For the purpose of this clause:

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

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

28.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours 22 minutes over 19 days per 4 week period. A rostered day off must not fall on a public holiday.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 28.4.

28.4 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

28.5 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Notice shall be given of shifts to be worked at least seven days in advance unless otherwise agreed between the Employer and the Employee.
- (c) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

28.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

29. Traffic Commanders

29.1 This clause applies to TMC Traffic Commanders. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

29.2 For the purpose of this clause:

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

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

29.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one

half if on a public holiday calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 29.4.

29.4 Payment for Shift Work:

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

29.5 Shift Rosters

- (a) Employees shall be rostered to work shifts on a rotating basis as required by the Employer. Rotating shifts shall rotate weekly commencing Friday.
- (b) Wherever reasonably practicable notice shall be given of shifts to be worked at least seven days in advance.
- (c) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift in any period of three working weeks other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

29.6 Payment of Overtime

When not rostered on call, payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time, or double time and one half on a public holiday, until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance in accordance with Schedule B Item 3.

Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.

- (g) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid in accordance with Schedule B Item 3.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Part One

Transport Service of NSW Classification Structure and Rates of Pay				
Classification	Level	Rates of Pay (\$pa)	Effective 1/7/2012	Effective 1/7/2013
Transport Service Grade 1	Level 1A	43,563	44,652	45,768
	Level 1B	44,652	45,768	46,912
	Level 1C	45,741	46,885	48,057
	Level 1D	46,830	48,001	49,201
	Level 1E	47,919	49,117	50,345
Transport Service Grade 2	Level 2A	48,175	49,379	50,613
	Level 2B	49,379	50,613	51,878
	Level 2C	50,584	51,849	53,145
	Level 2D	51,788	53,083	54,410
	Level 2E	52,993	54,318	55,676
Transport Service Grade 3	Level 3A	53,300	54,633	55,999
	Level 3B	54,633	55,999	57,399
	Level 3C	55,965	57,364	58,798
	Level 3D	57,298	58,730	60,198
	Level 3E	58,630	60,096	61,598
Transport Service Grade 4	Level 4A	59,348	60,832	62,353
	Level 4B	60,832	62,353	63,912
	Level 4C	62,315	63,873	65,470
	Level 4D	63,799	65,394	67,029
	Level 4E	65,282	66,914	68,587
Transport Service Grade 5	Level 5A	66,933	68,606	70,321
	Level 5B	68,606	70,321	72,079
	Level 5C	70,279	72,036	73,837
	Level 5D	71,953	73,752	75,596
	Level 5E	73,626	75,467	77,354
Transport Service Grade 6	Level 6A	74,620	76,486	78,398
	Level 6B	76,486	78,398	80,358
	Level 6C	78,351	80,310	82,318
	Level 6D	80,217	82,222	84,277
	Level 6E	82,082	84,134	86,237
Transport Service Grade 7	Level 7A	83,435	85,521	87,659
	Level 7B	85,938	88,086	90,288
	Level 7C	88,441	90,652	92,918
	Level 7D	90,944	93,218	95,548
	Level 7E	93,447	95,783	98,177
Transport Service Grade 8	Level 8A	94,710	97,078	99,505
	Level 8B	97,551	99,990	102,490
	Level 8C	100,393	102,903	105,475
	Level 8D	103,234	105,815	108,460
	Level 8E	106,075	108,727	111,445
Transport Service Grade 9	Level 9A	109,060	111,787	114,582
	Level 9B	112,332	115,140	118,018
	Level 9C	115,604	118,494	121,456
	Level 9D	118,875	121,847	124,893
	Level 9E	122,148	125,202	128,332

Part Two

Classification	Level	Rates of Pay (\$pa)	Effective 1/7/2012	Effective 1/7/2013
Professional Engineer Grade A	Level 1	74,620	76,486	78,398
	Level 2	78,351	80,310	82,318
	Level 3	80,217	82,222	84,277
	Level 4	83,435	85,521	87,659
	Level 5	85,938	88,086	90,288
	Level 6	88,441	90,652	92,918
Professional Engineer Grade B	Level 1	90,944	93,218	95,548
	Level 2	94,710	97,078	99,505
	Level 3	98,779	101,248	103,779
	Level 4	102,892	105,464	108,101
	Level 5	106,075	108,727	111,445
Professional Engineer Grade C	Level 1	109,060	111,787	114,582
	Level 2	113,421	116,257	119,163
	Level 3	117,782	120,727	123,745
	Level 4	122,148	125,202	128,332

SCHEDULE B - ALLOWANCES AND EXPENSES

Transport Service of New South Wales Award Allowance Schedule				
Allowances and Expenses	Subject	Amount	Effective 1/7/2012	Effective 1/7/2013
On Call				
Item 1	On Call (Rostered Day)	\$33.00*	\$33.80	\$34.70
Item 2	On Call (Non Rostered Day)	\$50.00*	\$51.30	\$52.50
Meals and Accommodation				
Item 3	Overtime Meal	\$26.45 per meal	#	#
Item 4	Breakfast Meal (no overnight stay)	\$23.65 per meal	#	#
Item 5	Lunch Meal (no overnight stay)	\$26.55 per meal	#	#
Item 6	Dinner Meal (no overnight stay)	\$45.60 per meal	#	#
Item 7	Overnight Stay Away from Headquarters Allowance	Varies depending on location - see relevant Department of Premier and Cabinet Circular.	#	#
Item 8	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$17.30 per night	#	#
Use of Private Motor Vehicle on Official Business				
Item 9	Private use of Motor Vehicle - up to 1600 cc	0.63 cents per km	#	#
Item 10	Private use of Motor Vehicle - between 1601cc and 2600 cc	0.74 cents per km	#	#
Item 11	Private use of Motor Vehicle - over 2600 cc	0.75 cents per km	#	#
First Aid				
Item 12	Holder of St John's Ambulance Certificate or equivalent qualifications	\$769 per annum*	\$788.20 per annum*	\$807.90 per annum*
Item 13	Holder of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	\$1,155 per annum*	\$1,183.90 per annum*	\$1,213.50 per annum*

Remote Living Allowance				
Item 14	Remote Location (with dependants)		#	#
	Grade A	\$1806 pa		
	Grade B	\$2396 pa		
	Grade C	\$3199 pa		
Item 15	Remote Location (without dependants)		#	#
	Grade A	\$1260 pa		
	Grade B	\$1679 pa		
	Grade C	\$2240 pa		
Item 15	Remote Location Recreational Leave Travel		#	#
	By Private Vehicle	Appropriate casual Rate up to maximum of 2850 kms less \$44.55	#	#
	Other Transport (with dependants)	Actual reasonable expenses in excess of \$44.55 and up to \$298.25	#	#
	Other Transport (without dependants)	Actual reasonable expenses in excess of \$44.55 and up to \$147.30	#	#
	Rail Travel	Actual rail fare less \$44.55	#	#

* Subject to Award Increase/s

means amended in accordance with clause 7.5

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

1. Transitional Arrangements

The transitional arrangements for each Transport Agency are shown in Tables 1-7 below.

Code X - Employees will transition across to the same or next higher incremental TfNSW salary level and will be eligible to progress to the next incremental TfNSW salary level on the anniversary of their appointment to the position.

Code Y - Employees will transition across to the same or next higher incremental TfNSW salary level and will retain their existing increment date for progression to the next TfNSW incremental salary level.

Code Z - Employees will continue to progress through the incremental salary range within their existing grade from their former agency until they reach the maximum increment point, whereupon they will be transitioned across to the maximum increment in the appropriate grade within the TfNSW classification structure and thereafter be paid by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

2. Personal Salaries - Code Z

Employees will continue to be afforded a personal salary and incremental salary progression until promoted to a position and receiving a higher rate of pay. The Employee's personal rate of pay and incremental salary range will also be subject to future Award increases.

3. Annual Award Increases

Employees who remain on the incremental salary range with their existing Grade from their former agency will continue to receive annual increases in accordance with the industrial instrument in force of the time of their transition.

Transitioning Employees will not be entitled to receive 2 award increases in rates of pay under separate industrial instruments during the same calendar year.

Employees who have received an increase in rates of pay under their former agency's Award or Enterprise Agreement during the first half of the year will not be transitioned across onto the Transport for NSW Classification Structure until the rates therein have also been increased during the same calendar year.

4. Former Railcorp Employees

Employees who have progressed to the maximum salary within their former RailCorp Grade will transition across to the TfNSW Grade after 1 April 2013 at the maximum increment in the appropriate TfNSW grade and will thereafter retain their existing rate of pay by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Employees who have not yet progressed to the maximum incremental salary level within their former RailCorp Grade will continue to be employed within that Grade until they progress to the maximum incremental salary level at which time they will then transition across to the maximum increment in the appropriate TfNSW Grade and thereafter be paid by way of a personal salary.

Subject to the provisions of 3 above, after the RailCorp Enterprise Agreement expires on 31/3/2014, the rates of pay and incremental salary levels for these Employees will be subject to Award increases in rates of pay that apply to other Employees who are covered under the TfNSW classification structure.

5. Former Maritime Employees

Former Maritime Employees will transition across to the appropriate TfNSW Grade after 1 July 2013 and will thereafter retain their existing rate of pay as a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Subject to the provisions of 3 above, after 1 July 2013 the Employee's personal rate of pay will also be subject to future Award increases in rates of pay that apply to other

Table 1 - Rates of Pay, Equivalent Grades and Transitional Arrangements for DoT Employees Transitioning to Transport for NSW

DoT Grade	DoT Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	DOT Increment Transitional Code
1	40,606	1	43,563	X
	42,023		43,563	X
	43,492		43,563	Y
	45,015		45,741	X
			46,830	
			47,919	
2	46,590			Z
	48,225			Z
	49,909			Z
	51,662			Z
3	53,466	2	48,175	Z
	55,338		49,379	Z
	57,271		50,584	Z
	59,277		51,788	Z
			52,993	

4	61,357 63,500 65,723 68,025	4	59,348 60,832 62,315 63,799 65,282	Z Z Z Z
5	70,494 72,868 75,572 78,061	6	74,620 74,620 76,486 78,351 80,217 82,082	X Y Y X
6	80,793 83,622 86,545 89,574	7	83,435 85,938 88,441 90,944 93,447	Y Y Y X
7	92,710 95,956 99,314 102,787	8	94,710 97,551 100,393 103,234 106,075	Y Y Y X
8	106,387 110,111 116,997 122,148	9	109,060 112,332 115,604 118,875 122,148	Z Z - Z -

Table 2 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Roads and Traffic Authority Employees Transitioning to Transport for NSW

RTA Grade	RTA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Increment Transitional Code
1	33,331 36,557 41,794	1	43,563 43,563 43,563 44,652 45,741 46,830 47,919	X X X
2	44,078 46,079 47,793	2	48,175 48,175 48,175 49,379 50,584 51,788 52,993	X X X
3	50,747 53,125 55,600	3	53,300 53,300 54,633 55,965 57,298 58,630	X Y X
4	57,296 59,542 61,885	4	59,348 60,832 62,315 63,799 65,282	Y Y X

5	64,012 66,082 67,272			Z Z Z
6	68,748 70,835 73,153	5	66,933 68,606 70,279 71,953 73,626	Y Y X
7	74,745 77,383 78,885	6	74,620 76,486 78,351 80,217 82,082	Y Y X
8	82,121 85,456 88,124	7	83,435 85,938 88,441 90,944 93,447	Y Y X
9	92,178 94,826 99,093	8	94,710 97,551 100,393 103,234 106,075	Y Y X
10	101,594 105,602 111,025	9	109,060 109,060 112,332	X Y X
11	114,457 119,439 122,128		115,604 118,875 122,148 122,148	Y Y Y -

Table 3 - Rates of Pay, Equivalent Grades and Transitional Arrangements for RTA Professional Engineers Transitioning to Transport for NSW

RTA PROF. ENG Grade	RTA PROF. ENG. Salary \$ (No Annual Leave Loading)	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Engineers Increment Transitional Code
Engineer Level 1 Yrs. 1 - 3 (RTA USS 7)	74,746 77,385 78,887	A	74,620	-
			78,351	X
			78,351	Y
			80,217	Y
Engineer Level 1 Yrs 4 - 6 (RTA USS 8)	82,121 85,454 88,123		83,435	Y
			85,938	Y
			88,441	-
Engineer Level 2 Yrs 1 - 3 (RTA USS 9)	92,176 94,826 99,092	B	90,944	-
			94,710	Y
			98,779	Y
			102,892	X
			106,075	

Engineer Level 3 Yrs 1 - 3 (RTA USS 10)	101,593 105,600 111,024	C	109,060 109,060 113,421	X Y Y
Engineer Level 4 Yrs 1 - 3 (RTA USS 11)	114,456 119,439 122,125		117,782 122,148 122,148	Y - -

Table 4 - Rates of Pay, Equivalent Grades and Transitional Arrangements for State Transit Authority Employees Transitioning to Transport for NSW

STA Grade	STA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	STA Increment Transitional Code
1	42,190		43,563	Z
	43,947		44,652	Z
	45,327		45,741	Z
			46,830	
	47,100		47,919	Z
	48,293		47,919	Z
	49,672		47,919	-
2		2	48,175	
	50,342		49,349	Y
	51,012		50,484	X
3	51,867		51,788	
	53,078		52,993	Z
	53,906		52,993	Z
4		3	52,993	-
	54,929		53,300	
	56,291		54,633	
	57,756		55,965	X
			57,298	Y
5		4	58,630	-
	58,941		59,348	X
	61,155		60,832	
	62,969		62,315	Y
			63,799	
6		5	65,282	
	64,165		66,933	X
	65,876		66,933	X
	68,276		68,606	X
			70,279	
			71,953	
Special		6	73,626	
	69,463		74,620	X
	73,016		74,620	Y
	76,606		76,486	
			78,351	X
			80,217	
SO A		7	82,082	
	77,683		83,435	X
	80,308		83,435	X
	83,119		83,435	Y
	86,262		85,938	
	89,910		88,441	Y
			90,944	X
	93,447			

SO B	89,090	8	94,710	X
	91,952		94,710	X
	95,051		97,551	Y
	98,443		100,393	Y
	102,121		103,234	X
	106,075			
SO C	99,079	9	109,060	X
	102,249		109,060	X
	105,706		109,060	X
	109,356		112,332	Y
	113,309		115,604	X
	118,875			
SO D	109,830		109,060	Z
	113,353		112,332	Z
	117,129		115,604	Z
	121,420		118,875	Z
	126,067		122,148	-
	122,148		122,148	-

Table 5 - Rates of Pay, Equivalent Grades, Incremental Progression and Transitional Arrangements for Railcorp Employees Transitioning to Transport for NSW

	RailCorp Grade	RailCorp Salary \$	Effective 1 April 2012	Effective 1 April 2013	Equivalent TfNSW Grade
1	Level 1	43,915	45,451	47,043	1
	Level 2	44,806	46,374	47,998	
	Level 3	45,772	47,373	49,032	
	Level 4	46,635	48,267	49,957	
	Level 5	47,472	49,133	50,854	
2	Level 1	50,834	52,613	54,456	3
	Level 2	52,530	54,368	56,272	
	Level 3	54,016	55,906	57,864	
	Level 4	55,749	57,700	59,721	
	Level 5	58,199	60,235	62,344	
3	Level 1	60,504	62,621	64,814	4
	Level 2	62,336	64,517	66,776	
	Level 3	63,657	65,884	68,191	
	Level 4	65,400	67,688	70,058	
	Level 5	66,967	69,310	71,737	
4	Level 1	68,909	71,320	73,817	6
	Level 2	71,081	73,568	76,144	
	Level 3	73,390	75,958	78,618	
	Level 4	76,402	79,076	81,845	
	Level 5	79,470	82,251	85,131	
5	Level 1	83,140	86,049	89,062	7
	Level 2	86,786	89,823	92,968	
	Level 3	89,688	92,827	96,077	
	Level 4	92,696	95,940	99,299	
	Level 5	95,899	99,255	102,730	
6	Level 1	99,436	102,916	106,519	8
	Level 2	101,804	105,367	109,056	
	Level 3	104,621	108,282	112,073	
	Level 4	107,437	111,197	115,098	
	Level 5	110,258	114,116	118,111	

7	Level 1	111,906	115,822	119,877	9
	Level 2	114,678	118,691	122,846	
	Level 3	117,465	121,576	125,832	
	Level 4	120,266	124,475	128,833	
	Level 5	123,123	127,432	131,893	

NB: All RailCorp Employees will transition to TfNSW under Code Z.

Table 6 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Sydney Ferries Employees Transitioning to Transport for NSW

Ferries Grade	Ferries Salary \$	Effective from 1 January 2012	Effective from 1 January 2013	TfNSW Grade	TfNSW Salary \$	Sydney Ferries Increment Transitional Code
1	40,271	41,680	43,139	1	43,563	Z
	41,947	43,415	44,935		43,563	Z
	43,265	44,779	46,346		45,741	Z
	44,957	46,530	48,159		46,830	Z
	46,097	47,710	49,380		47,919	Z
	47,414	49,073	50,791		47,919	-
2				2	48,175	
	48,053	49,735	51,476		49,379	X
	48,693	50,397	52,161		50,584	X
3	49,509	51,242	53,035		51,788	Z
	50,664	52,437	54,272		52,993	Z
	51,455	53,256	55,120		52,993	-
4				3	53,300	
	52,433	54,268	56,167		54,633	X
	53,732	55,613	57,559		55,965	X
	55,129	57,059	59,056		57,298	X
5				4	58,630	
	56,261	58,230	60,268		59,348	X
	58,373	60,416	62,531		60,832	X
	60,106	62,210	64,387		62,315	X
					63,799	
6				5	65,282	
	61,247	63,391	65,610		66,933	X
	62,883	65,084	67,362		66,933	X
	65,171	67,452	69,813		68,606	X
					70,279	
Special				6	71,953	
	66,304	68,625	71,027		73,626	
	69,698	72,137	74,662		74,620	X
	73,122	75,681	78,330		74,620	X
					76,486	X
					78,351	
SO A				7	80,217	
	74,151	76,746	79,432		82,082	
	76,656	79,339	82,116		83,435	X
	79,341	82,118	84,992		83,435	X
	82,340	85,222	88,205		83,435	X
					85,938	X
			88,441			
	85,823	88,827	91,936	90,944	X	
				93,447		

SO B	85,040	88,016	91,097	8	94,710	X
	87,771	90,843	94,023		94,710	X
	90,729	93,905	97,192		94,710	X
	93,967	97,256	100,660		97,551	X
					100,393	
	97,479	100,891	104,422		103,234	X
					106,075	
SO C	94,573	97,883	101,309	9	109,060	X
	97,600	101,016	104,552		109,060	X
	100,899	104,430	108,085		109,060	X
	104,386	108,040	111,821		109,060	X
	108,158	111,944	115,862		112,332	X
SO D	104,838	108,507	112,305		109,060	Z
	108,201	111,988	115,908		112,332	Z
					115,604	Z
	111,803	115,716	119,766		118,875	-
	115,899	119,955	124,153		122,148	Z
	120,334	124,546	128,905		122,148	-

Table 7 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Maritime Employees Transitioning to Transport for NSW

Maritime Grade	Maritime Salary \$	Effective from 1 July 2012 \$	Equivalent TfNSW Grade \$
1	41,003	42,643	1
2	44,867	46,662	
3	52,094	54,178	
4	54,550	56,732	
5	58,654	6,1000	
6	61,421	63,878	2
7	66,032	68,673	
8	69,145	71,911	3
9	74,332	77,305	4
10	77,840	80,954	5
11	83,680	87,027	
12	87,624	91,129	6
13	94,195	97,963	7
14	98,627	102,572	
15	106,021	110,262	8
16	111,011	115,451	9
17	119,322	124,095	

NB: All Maritime Employees will transition to TfNSW under Code Z. The Maritime rates above have been discounted from the enterprise agreement by 0.98668 to account for annual leave loading which is incorporated in the Maritime rates but paid separately in this Award.

R. P. BOLAND J, *President*

TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1913 of 2011)

Before The Honourable Justice Boland, President

27 June 2012

VARIATION

1. Delete the amount of \$264.92 wherever it appears in paragraph (a) of subclause (i) of clause 7, Other Conditions, of the determination published 11 July 2008 (366 I.G. 274) as varied, and insert in lieu thereof the amount of \$271.78.
2. Delete the amount of \$317.89 wherever it appears in subclause (vii) of clause 8, Conditions, and insert in lieu thereof the amount of \$326.12.
3. Delete the amount of 1.74% in paragraph (c) of subclause (ii) of Schedule 1 - Rates of Remuneration and insert in lieu thereof the amount of 1.59%.
4. Delete subclauses (vi) and (vii) of Schedule 1, Rates of Remuneration and insert in lieu thereof the following:
 - (vi) Currently, the maximum reduction contained in subclause (ii) is calculated according to the following formula:
 - (d) $(129.327 - 15.043) / 129.327 \times 100 = (88.37\%)$
 - (e) $17.33 \times (88.37\%) = (15.31)$
 - (f) $16.90 - (15.31) = 1.59\%$
 - (vii) The rates contained within this schedule shall take effect from the first full pay period on or after 14 June 2012.

Car Carriers Contract Determination Rate Adjustment September 2011 to September 2012						
Percentage variation = 2.59%						
Category	Old Value	New Value	% Change	Current Weighting	New Weighting	Reset Weighting
Wages	\$675.10	\$679.20	0.61	42.09	42.35	41.28
Capital	97.1	94.4	- 2.78	16.61	16.15	15.74
Insurances	329.5	350.2	6.28	10.92	11.61	11.31
Registration	260.7	274.9	5.45	4.71	4.97	4.84
R&M	169.4	171.5	1.24	6.43	6.51	6.35
Tyres	142.5	143.2	0.49	1.26	1.27	1.23
Fuel	116.773	129.33	10.75	15.65	17.33	16.90
Admin	172.5	178.8	3.65	2.33	2.42	2.35
				100.00	102.59	100.00

5 Delete Tables "A", "B", "C", "D", "E" and "F" of Schedule 1 and insert in lieu thereof the following:

Table A - (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
1	32.61	51.67	68.30	84.71	93.56	38.12
2	49.26	76.82	96.81	117.27	128.34	57.60
3	63.14	97.00	119.63	145.42	158.91	73.80
4	74.22	114.11	142.29	173.62	189.34	86.80
5	82.55	137.30	165.03	201.77	219.92	96.51

Rates Per Car Delivered						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
0	32.61	51.67	68.30	84.71	93.56	38.12
1	49.26	76.82	96.81	117.27	128.34	57.60
2	63.14	97.00	119.63	145.42	158.91	73.80
3	74.22	114.11	142.29	173.62	189.34	86.80
4	82.55	137.30	165.03	201.77	219.92	96.51

Vehicle	Standing and Running Rate per Hour	Standing Rate per Hour
	\$	\$
1 car	41.62	32.27
3 car	50.38	40.02
4 car	56.94	45.54
5 car	60.39	47.69
6 car	65.30	52.12
1 car tilt	48.65	37.27

Intrastate Work	
Vehicle	Standing and Running Rate - cents per Km
1 Car	80.21
3 Car	114.88
4 Car	127.19
5 Car	141.11
6 car	151.70
1 car tilt	94.08

Table B

Local Work						
Zone Rates per Car Carriage - Prime Mover and Trailer						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
1	33.94	57.88	77.34	97.88	107.26	41.31
2	51.27	86.12	109.44	135.10	149.03	62.43
3	65.72	108.75	135.20	167.42	184.55	80.00
4	77.24	131.25	160.96	199.96	219.92	94.11
5	85.93	153.89	186.68	232.34	255.37	104.62

Rates Per Car Delivered						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
1	33.94	19.30	19.35	19.58	17.86	41.31
2	51.27	28.70	27.37	27.02	24.83	62.43
3	65.72	36.25	33.79	33.49	30.76	80.00
4	77.24	43.75	40.24	39.98	36.66	94.11
5	85.93	51.30	46.67	46.46	42.57	104.62

Vehicle	Standing and Running Rate Per Hour	Standing Rate Per Hour
1 Car	43.32	33.88
3 Car	56.48	40.51
4 Car	64.41	46.61
5 Car	69.53	49.59
6 Car	75.80	64.04
1 Car Tilt	52.73	40.82

Intrastate Work	
Vehicle	Standing and Running Rates- Cents per kilometre
1 Car	78.85
3 Car	122.40
4 Car	135.91
5 Car	150.94
6 Car	157.56
1 Car Tilt	97.09

Table C (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage Prime Mover						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
1	32.98	52.29	69.83	86.46	95.16	38.10
2	49.85	77.78	98.95	119.24	130.55	57.54
3	63.92	98.21	122.22	147.20	161.50	73.76
4	75.15	118.60	145.49	176.49	192.46	86.73
5	83.56	139.02	168.77	205.20	223.43	96.48

Rates Per Car Delivered						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
1	32.98	17.42	17.45	17.30	15.87	38.10
2	49.85	25.92	24.72	23.85	21.75	57.54
3	63.92	32.74	30.55	29.44	26.91	73.76
4	75.15	39.53	36.39	35.30	32.09	86.73
5	83.56	46.35	42.20	41.04	37.24	96.48

Vehicle	Standing and Running Rate Per Hour	Standing Rate Per Hour
1 Car	42.14	32.23
3 Car	51.02	40.01
4 Car	58.70	45.53
5 Car	61.40	47.67
6 Car	66.37	52.06
1 Car Tilt	48.64	37.24

Intrastate Work	
Vehicle	Standing & Running Rates- Cents per kilometre
1 Car	82.13
3 Car	118.11
4 Car	133.60
5 Car	146.58
6 Car	157.71
1 Car Tilt	94.02

Table D (Including 2% Trailer Hire)

Port Kembla

Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
Base Rate	191.18	264.50	294.71	322.71	348.17	223.36
1	212.00	289.69	323.18	356.12	380.84	247.68
2	232.80	314.88	351.64	383.11	413.48	272.03
3	253.61	340.07	380.12	413.32	446.13	296.35
4	274.44	365.28	408.57	443.52	478.78	320.69
5	321.26	421.94	472.63	511.47	552.26	375.42

Rates Per Car Delivered						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
Base Rate	191.18	88.17	73.67	64.55	58.04	223.36
1	212.00	96.56	80.80	70.58	63.47	247.68
2	232.80	104.96	87.92	76.61	68.91	272.03
3	253.61	113.35	95.02	82.66	73.30	296.35
4	274.44	121.75	102.15	88.71	79.79	320.69
5	321.26	140.64	118.15	102.30	92.04	375.42

Vehicle	Standing and Running Rate Per Hour	Standing Rate Per Hour
1 Car	41.62	32.27
3 Car	50.38	40.02
4 Car	56.94	45.54
5 Car	60.39	47.69
6 Car	65.30	52.12
1 Car Tilt	48.65	37.27

Intrastate Work	
Vehicle	Standing & Running Rates- Cents per kilometre
1 Car	80.21
3 Car	114.88
4 Car	127.19
5 Car	141.11
6 Car	151.70
1 Car Tilt	94.09

Table E

Port Kembla

Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
Base Rate	191.18	278.61	311.42	343.08	366.89	234.11
1	212.84	306.87	344.06	377.84	404.79	260.48
2	234.51	335.11	376.24	412.60	442.71	303.64
3	256.16	363.34	408.45	447.35	480.61	313.22
4	277.80	391.59	440.65	482.12	518.52	339.57
5	326.55	455.13	513.10	560.34	603.82	398.92

Rates Per Car Delivered						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
Base Rate	191.18	92.86	77.97	68.62	61.15	234.11
1	212.84	102.29	86.00	75.58	67.46	260.48
2	234.51	111.71	94.06	82.52	73.78	303.64
3	256.16	121.12	102.11	89.47	80.10	313.22
4	277.80	130.54	110.17	96.43	86.42	339.57
5	326.55	151.72	128.29	112.07	100.64	398.92

Vehicle	Standing and Running Rate Per Hour	Standing Rate Per Hour
1 Car	43.32	33.88
3 Car	56.48	40.51
4 Car	64.41	46.61
5 Car	69.53	49.59
6 Car	75.80	57.62
1 Car Tilt	52.73	40.82

Intrastate Work	
Vehicle	Standing & Running Rates- Cents per kilometre
1 Car	78.85
3 Car	122.40
4 Car	135.91
5 Car	150.94
6 Car	157.56
1 Car Tilt	97.09

Table F (Including 2% Trailer Hire)

Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
Base Rate	194.54	270.26	306.12	332.41	358.84	223.21
1	215.61	295.76	335.21	363.13	392.03	252.51
2	236.69	321.27	364.31	393.81	425.22	285.00
3	257.75	346.79	393.41	424.53	458.39	296.19
4	278.81	372.29	422.52	455.24	491.85	320.51
5	326.21	429.68	488.00	524.32	566.28	375.24

Rates Per Car Delivered						
Zone	1 Car Capacity	3 Car Capacity	4 Car Capacity	5 Car Capacity	6 Car Capacity	1 Car Tilt
Base Rate	194.54	90.08	76.52	66.49	59.79	223.21
1	215.61	98.58	83.80	72.61	55.08	252.51
2	236.69	107.09	91.09	78.77	70.87	285.00
3	257.75	115.59	98.35	84.90	76.40	296.19
4	278.81	124.10	105.63	91.06	81.94	320.51
5	326.21	143.23	122.00	104.86	94.37	375.24

Vehicle	Standing and Running Rate Per Hour	Standing Rate Per Hour
1 Car	42.14	32.22
3 Car	51.02	40.01
4 Car	58.21	45.53
5 Car	61.40	47.68
6 Car	66.37	52.06
1 Car Tilt	48.64	37.24

Intrastate Work	
Vehicle	Standing & Running Rates- Cents per kilometre
1 Car	82.13
3 Car	118.11
4 Car	133.6
5 Car	146.58
6 Car	157.71
1 Car Tilt	94.02

6. Delete the table in Schedule 2, Procedure and Time for Adjustment of Rates and Amounts, and insert in lieu thereof the following:

Component	Benchmark	Current Index	Current Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker Agreed Figure. This figure will remain frozen until February 2013	\$679.20	42.35
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	94.4	16.15
Insurances	ABS CPI Financial and insurance services, Insurance Services	350.2	11.61
Registration	ABS CPI, Transportation Group, Other Motoring Charges.	274.9	4.97
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	171.5	6.51
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	143.2	1.27
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	143.2	17.33
Fuel	AIP NSW State Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation. Such calculations must only take into consideration figures for each relevant full quarter of the year. The end of quarters are as follows: December 31, March 31, June 30 and September 30.	129.33	17.33
Administration	ABS CPI, All Groups, Sydney	178.8	2.42
Total			102.59

7. This variation shall take effect from the first full pay period on or after 14 June 2012.

R. P. BOLAND J, *President*

Printed by the authority of the Industrial Registrar.

SERIAL C7937

LOCAL GOVERNMENT (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 199 of the *Industrial Relations Act 1996* to the Local Government (State) Industrial Committee by The Local Government Engineers' Association of New South Wales of a dispute, and other matters.

(Nos. IRC 1610 and 1611 of 2009 and other matters)

Honourable Justice Boland, President

27 March 2012

ORDER

The Commission orders that:

1. The duration of the Industrial Committee, known as the Local Government (State) Industrial Committee published 26 June 2009 (368 I.G. 706), be extended for a further period of three (3) years to 1 June 2015.
2. This order shall take effect on and from 1 June 2012.

R. P. BOLAND *J, President.*

Printed by the authority of the Industrial Registrar.