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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (NSW DEPARTMENT OF COMMUNITY SERVICES) AFTER HOURS SERVICE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 715 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Rostering Arrangements
5.	Rates for After Hours Service
6.	Contactability
7.	Response to Crisis Calls
8.	Use of Departmental Vehicles
9.	Overtime
10.	Selection Criteria and Process
11.	Training
12.	Anti-Discrimination
13.	Grievance and Dispute Settling Procedures
14.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Title

This Award shall be known as the Crown Employees (NSW Department of Community Services) After Hours Service Award.

3. Definitions

"Act" means the NSW *Industrial Relations Act 1996* and its Regulations.

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

"Department" means the NSW Department of Community Services.

"Disturbance Rate" means a rate paid to a rostered officer who the Regional Director has determined need only be contactable and able to respond to after hours calls out of hours wherever possible.

"Officer" means all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* and who, on or after the operative date of this Award, are employed within the NSW Department of Community Services.

"On Call Rate" means a rate paid to the rostered officer who the Regional Director has determined must be available for the rostered period to receive after hours calls out of ordinary hours and be able to respond as required.

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

"Region" means a geographical area defined as a Region for the purpose of the Department's operations and for the purpose of this Award, only includes the Western, Hunter/Central Coast, Southern and Northern Regions.

"Rostered Officer" means an officer who has volunteered to be rostered on-call or on a disturbance basis to provide after hours services.

4. Rostering Arrangements

On-call -

- (i) An officer may be rostered on-call or disturbance for a minimum of one day. An officer shall not be rostered for part of a day, except where there are insufficient volunteers to permit otherwise.
- (ii) For the purposes of subclause (i) of this clause, one day shall mean:
 - 5.00 p.m. to 9.00 a.m. the following day on Monday to Saturday;
 - 9.00 a.m. Saturday to 9.00 a.m. Sunday; and
 - 9.00 a.m. Sunday to 9.00 a.m. Monday.

Provided that where normal closing time in the locality concerned is a time other than 5.00 p.m., then that time will be substituted for 5.00 p.m. in the above provision and where the normal opening time in the locality is a time other than 9.00 a.m. then that time may be similarly substituted.
- (iii) An officer rostered on-call for seven consecutive days shall not be required to work a similar roster for a period of at least six weeks. In any event, such an officer shall not be required to work a similar roster for a period of three weeks.
- (iv) Rostering arrangements shall be determined by the Regional Director in consultation with affected officers and having regard to the availability and training of those officers who have volunteered to be placed on roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved in responding to a crisis call.
- (v) A rostered officer may withdraw from the service at any time but wherever possible, such officer should provide at least two weeks notice of their intention to do so. The Regional Director may terminate the roster of an officer by consultation at any time but should provide similar notice.
- (vi) A Regional Director may vary the roster with at least two weeks notice except when unusual and unforeseen circumstances arise, in which case the roster may be varied with less than two weeks notice.
- (vii) Disturbance - An officer rostered on a disturbance basis may be so rostered for any period as determined by the Regional Director.

- (viii) The arrangements in subclause (vii) of this clause are limited to the extent that no such officer shall be rostered for part of a day.
- (ix) For the purposes of subclause (viii) of this clause, the meaning of "a day" shall be the same as that prescribed for officers rostered on-call.
- (x) The conditions relating to termination or variation of rostering arrangements shall be the same as those relating to officers appointed to be on-call.
- (xi) General - There shall be a minimum of two officers rostered on-call or on a disturbance basis in each of the following Regions:

Western
Northern
Hunter/Central Coast
Southern

In any situation where an officer responds to a call-out that officer shall determine whether another officer shall attend the call-out provided that the parties to the award recognise generally the desirability of having two officers attend the call-out in crisis situations.

5. Rates for After Hours Service

- (i) The rates and conditions of all officers who are rostered either on-call or on a disturbance basis are as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (ii) Disturbance - A disturbance rate is payable of an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) An officer in receipt of the disturbance rate shall be entitled to the on-call rate in the event that an after hours call is received which requires a call out. Such adjustment shall be in substitution of the disturbance rate and will only be made on a daily basis.
- (iv) The on-call and disturbance rates shall be adjusted from time-to-time in line with adjustments in salaries of Child Protection Caseworkers.

6. Contactability

- (i) On-call - wherever possible, the Department shall supply a mobile phone and pager to a rostered officer. A rostered officer must remain near the mobile phone or private telephone which must remain switched on unless a pager has been provided. A rostered officer shall be available to answer calls personally and must not utilise an answering machine.
- (ii) Disturbance - the officer must make available a telephone number and/or mobile telephone number, which must be a number on which he/she can normally be contacted while on the roster. Where it is reasonable to do so, the officer will answer a call immediately.
- (iii) Where a rostered officer is not supplied with a mobile phone, he/she shall be reimbursed for the rental costs associated with their private telephone and all costs incurred with calls made from that phone associated with a crisis.
- (iv) A rostered officer must contact the Regional Director immediately it becomes known that the officer shall be unavailable for rostered duty.

7. Response to Crisis Calls

Where a rostered officer seeks the assistance of a co-worker other than another rostered officer for the purposes of responding to a call, such co-worker shall be paid overtime on the basis set out in clause 9 Overtime, and if

required to utilise their private vehicle shall be paid at the rate specified in clause 8, Use of Departmental Vehicles.

8. Use of Departmental Vehicles

- (i) An officer rostered on-call shall be provided with a Departmental vehicle for the whole of the period that he/she is so rostered. The Departmental vehicle may be used for private purposes and such usage shall be limited to travel within the particular Region that is serviced by the rostered officer.
- (ii) The private usage of Departmental vehicles referred to in subclause (i) of this clause shall not apply to officers who are rostered on a disturbance basis.
- (iii) Where it is necessary for any rostered officer to utilise a private vehicle in response to an after hours call, the "Casual Rate" from the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied from time to time, shall apply or such other rate as may be prescribed by an award applying generally to Public Servants.

9. Overtime

- (i) The rates set out in clause 5, Rates for After Hours Service, include compensation for time taken to receive calls advising of a possible crisis situation, and where an officer is not able or obliged to respond to a call in person, the time taken to make calls arranging for another officer or person to respond. All other time spent in the performance of work in response to a crisis call shall be paid for as set out hereunder:
 - (a) for all overtime worked before the usual commencing time, and after the usual ceasing time 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 until relieved from duty;
 - (b) for 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;
 - (c) for all overtime on a Sunday at the rate of double time;
 - (d) for all overtime worked on a Public Holiday at the rate of double time and a half, i.e., ordinary rates and a half in addition to salary;
 - (e) An officer shall be paid a minimum of four hours at the appropriate penalty rate for each call responded to, provided that where the period of work commences within the minimum payment period for a previous response, payment shall be calculated as if the officer had been continuously engaged on overtime from the commencement of work on the first call until the expiry of the minimum four-hour period on the last call or completion of work on the last call, whichever is the later. Provided that the rate upon which the overtime rate is later calculated shall not exceed Clerk Grade 6 of the Crown Employees (Public Sector - Salaries 2007) Award.
- (ii) Where an officer responds to a call the officer shall have at least eight consecutive hours of duty between the end of work on the last such call and the commencement of normal duty. If on the instruction of the Department the officer resumes or continues work without having had such eight consecutive hours off duty the officer shall be paid at double rates until the Officer is released from duty for such period and the officer shall then be entitled to be absent until the officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Selection Criteria and Process

- (i) The Regional Director shall advise all officers in the Region of any proposal to introduce an on call or disturbance roster, including the proposed details of the roster and shall call for expressions of interest from staff who volunteer to participate as a rostered officer as necessary.

- (ii) The Regional Director shall ensure that an assessment of the rostered officer's capacity to respond to after hours calls in relevant programme areas is carried out before the officer is rostered for duty.

11. Training

The Regional Director shall ensure that all officers who volunteer to participate in the after hours service are provided with any training necessary to respond effectively to calls received in relevant programme areas.

12. 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 NSW *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 NSW *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 NSW *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

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

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

13. 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 NSW *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 Department Head.
- (vi) The Department Head may refer the matter to the DPE for consideration.
- (vii) If the matter remains unresolved, the Department 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 Department 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, 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.
- (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.

14. Area Incidence and Duration

- (i) This Award shall apply to officers employed as Managers Client Services, Managers Casework, Caseworkers, Senior Practitioners and Casework Specialists who volunteer to be placed on an On-Call or Disturbance Roster for the provision of an after hours service in the Region.
- (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 (General) Regulation 1996*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any awards replacing these awards.
- (iii) This award is made following a review under section 19 of the NSW *Industrial Relations Act 1996* and rescinds and replaces the New South Wales Department of Community Services (After Hours Service) Award, published 20 August 2004 (346 I.G. 1).
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the NSW *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 (3 10 IG 359) and take effect on and from.
- (v) 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**

Classification	Amount from first full pay period to commence on or after 1 July 2007 \$
Monday 5.00 pm to Saturday 9.00 am	76.51 per day
Saturday 9.00 am to Sunday 9.00 am	114.75 per day
Sunday 9.00 am to Monday 9.00 am	114.75 per day
Public Holiday	114.75 per day

Table 2 - Other Rates and Allowances

Item No	Clause No.	Amount from first full pay period to commence on or after 1 July 2007 \$
1	5(ii) Disturbance Rate	22.93 per day

J. P. GRAYSON *D.P.*

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PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES INDUSTRIAL AND ASSOCIATED EMPLOYEES LEAVE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 611 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Clause No.	Subject Matter
1.	Definitions
2.	Sick leave
3.	Sick Leave to Care for a Family Member
4.	Family and Community Service Leave
5.	Parental Leave
6.	Casual Employees - Parental, Personal Carers and Bereavement Leave
7.	Deduction of Union Membership Fees
8.	Anti-Discrimination
9.	Dispute Settlement
10.	Secure Employment
11.	Area, Incidence and Duration

1. Definitions

- (1) "Employee" shall mean a person employed by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales as Principal Industrial Officer, Senior Industrial Officer, Industrial Officer, Organiser, Women's Industrial Officer, Training Officer, Regional Organiser, Senior Communications Officer, Information Officer and Welfare Officer.
- (2) "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (3) "Union" shall mean the Industrial Staff Union.

2. Sick Leave

- (1) All employees employed on a full-time basis are entitled to fifteen working days paid sick leave per calendar year.
- (2) Sick leave on full pay accrues at the beginning of the calendar year, but if an employee is appointed during a calendar year, sick leave on full pay accrues on the date the employee commences duty at the rate of 1-1/4 days for each complete month before the next 1 January.
- (3) Sick leave without pay shall not be counted as service for the accrual of sick leave.
- (4) For the purposes of determining the amount of sick leave accrued where sick leave is granted on less than full pay, the amount of sick leave granted shall be converted to its full pay equivalent.

- (5) If an employee who is on recreation leave or extended leave furnishes to the Association a satisfactory medical certificate in respect of illness occurring during that leave, the Association may, subject to the provisions of this clause relating to sick leave, grant sick leave to the employee for the following period:
- (a) in the case of an employee on recreation leave - the period set out in the medical certificate;
 - (b) in the case of an employee on extended leave - the period set out in the medical certificate, except if that period is less than seven calendar days.
- (6) Subclause (5) of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

3. Sick Leave to Care for a Family Member

When family and community service leave provided for in clause 4 is exhausted, an employee with responsibilities in relation to a category of person set out in subclause (3) of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (1) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Association may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- (2) If required by the Association, the employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (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:-
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or 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.

4. Family and Community Service Leave

- (1) The Association shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or

emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.

- (2) Such cases may include but not be limited to the following:-
- (a) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (b) 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;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (d) Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - (e) Attendance at court by an employee to answer a charge for a criminal offence, only if the Association considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State; and
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (3) The definition of "family" or "relative" in this clause is the same as that provided in paragraph 3(3) (b) of this award.
- (4) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an employee shall be in accordance with paragraph (a) or in accordance with paragraph (b) whichever is the greater:
- (a) 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years.; or
 - (b) After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the employee.
- (5) If available family and community service leave is exhausted as a result of natural disasters, the Association shall consider applications for additional family and community service leave, if some other emergency arises.
- (6) 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 an employee.
- (7) In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 3, Sick Leave to Care for a Sick Family Member, shall be granted when paid family and community service leave has been exhausted.
- (8) The Association may also grant employees 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.

5. Parental Leave

Parental leave includes maternity, adoption leave and "other parent" leave.

- (1) Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (2) Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Association may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (3) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
 - (a) Short other parent leave - an unbroken period of up to 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, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph (a) 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.
- (4) An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
 - (a) Applied for parental leave within the time and in the manner determined set out in subclause (9) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.

- (5) Payment for maternity, adoption or other parent leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or other parent leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or other parent leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (6) An employee who has taken no more than 12 months full time maternity, adoption or other parent leave or its part time equivalent is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- (7) Except as provided in subclauses (4), (5) and (6) of this clause, maternity, adoption or other parent leave shall be granted without pay.
- (8) Right to request
- (a) An employee who has been granted maternity, adoption or other parent leave in accordance with subclause (1), (2) or (3) may make a request to the Association to:
 - (i) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time maternity, adoption or other parent 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 Association 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 Association's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (9) Notification Requirements
- (a) When the Association is made aware that an employee or their spouse is pregnant, or an employee's spouse is pregnant or is adopting a child, the Association must inform the employee of their entitlements and their obligations under the Award.
 - (b) An employee who wishes to take parental leave must notify the Association in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take maternity, adoption or other parent leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (8).

- (c) At least 4 weeks before an employee's expected date of commencing maternity, adoption or other parent leave they must advise:
 - (i) the date on which the maternity, adoption or other parent leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (d) Employee's request and the Association's decision to be in writing

The employee's request under paragraph (8)(a) and the Association's decision made under paragraph (8)(b) must be recorded in writing.
 - (e) An employee intending to request to return from maternity, adoption or other parent leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Association in writing as soon as practicable and preferably before beginning maternity, adoption or other parent leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Association agrees.
 - (f) An employee on maternity leave is to notify her Association of the date on which she gave birth as soon as she can conveniently do so.
 - (g) An employee must notify the Association as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Association and any number of times with the consent of the Association. In each case she/he must give the Association at least 14 days notice of the change unless the Association decides otherwise.
- (10) An employee has the right to his/her former position if she/he has taken approved leave or part time work in accordance with subclause (8), and she/he resumes duty immediately after the approved leave or work on a part time basis.
 - (11) If the position occupied by the employee immediately prior to the taking of maternity, adoption or other parent leave 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.
 - (12) An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Association approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
 - (13) An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or other parent leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Association) must be given.
 - (14) An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
 - (15) An employee may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave provided this does not extend the total period of such leave.

- (16) An employee may elect to take available recreation leave at half pay in conjunction with maternity, adoption or other parent leave subject to:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or other parent leave
 - (b) the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay
 - (c) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- (17) 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 Association, should, in consultation with the member of staff, 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) If such adjustments cannot reasonably be made, the Association must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (19) Communication during maternity, adoption or other parent leave
- (a) Where an employee is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, the Association 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 maternity, adoption or other parent 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 maternity, adoption or other parent leave.
 - (b) The employee shall take reasonable steps to inform the Association about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent 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 Association of changes of address or other contact details which might affect the Association's capacity to comply with paragraph (a).

6. Casual Employees - Parental, Personal Carers and Bereavement Leave

- (1) Parental Leave entitlement for casual employees

Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- (a) The Association must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or

- (ii) 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.

(2) Personal Carers entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 3(3)(b) of the award 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 the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Association and the casual 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) The Association 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) The casual employee shall, if required,
 - (i) 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
 - (ii) 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, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (e) The casual 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.

(3) 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 family member on production of satisfactory evidence (if required by the employer).
- (b) The Association and the casual 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) The Association 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.
- (d) The casual 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.

7. Deduction of Union Membership Fees

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

8. 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."

9. Dispute Settlement

There shall be effective means of consultation both informal and formal between the Association and the Union at various levels on all matters of mutual interest and concern, irrespective of whether or not these matters are likely to give rise to a dispute.

Failure to observe this fundamental principle of consultation would be contrary to the intention of these procedures.

- (1) Where a dispute arises in a particular job location which cannot be resolved between the employee or their representative and the supervising staff, it shall be referred to the Association's General Secretary or his/her nominee, who will then arrange for the matter to be discussed with the Union.
- (2) If the matter remains unresolved, it should be referred to the NSW Industrial Relations Commission pursuant to the relevant section of the *Industrial Relations Act 1996*.
- (3) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.
- (4) The Union reserves the right to vary this procedure where a safety factor is involved.

10. Secure Employment

- (1) 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.

- (2) Casual Conversion

- (a) 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.
- (b) 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.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) 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.

- (d) 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.
- (e) 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.
- (f) 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:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) 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.

- (g) Following an agreement being reached pursuant to paragraph (f), 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.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (3) Occupational Health and Safety
- (a) For the purposes of this subclause, the following definitions shall 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 shall 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 occupational health and safety induction training including the appropriate training required for such employees to perform their jobs 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 (3) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (4) 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.

- (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.

11. Area, Incidence and Duration

- (1) This award shall apply to all employees as defined in clause 1, Definitions.
- (2) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Public Service Association of New South Wales Industrial and Associated Officers (State) Sick Leave Award published 11 March 2005 (349 I.G. 97) and all variations thereof.
- (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 I.G. 359) take effect on and from 31 July 2007 .
- (4) The award remains in force until varied or rescinded, the period for which it was made having already expired.

R. W. HARRISON *D.P.*

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(191)

SERIAL C5904

**CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT
STAFF, GENERAL ASSISTANTS IN SCHOOLS) STANDDOWN
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 608 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-Discrimination
4.	Payment During School Vacations
5.	Area, Incidence and Duration

2. Definitions

- 2.1 "Employee" means and includes persons employed as School Administrative and Support Staff under section 21 of the *Education (School Administrative and Support Staff) Act 1987* and persons employed as General Assistants under section 27 of the *Public Sector Employment and Management Act 2002*.
- 2.2 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Assistants, School Administrative Officers, School Administrative Managers, Teachers Aides (Pre-School), Teachers Aides (Special), Teachers Aides (Braille Transcriber), Teachers Aides (Sign Interpreter) and Teacher Aides (Ethnic).
- 2.3 "Parties" means the New South Wales Department of Education and Training and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

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 Relation 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.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Crown Employees (School Administrative and Support Staff) Award or the Crown Employees (General Assistants in Schools - Department of Education and Training) 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 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. Payment During School Vacations

- 4.1 When schools are in recess and employees are not required to work they shall be paid half ordinary pay for the period of recess provided that they are continuously employed for the full school term immediately preceding and for the full school term immediately following the recess.

Provided that where an employee takes leave without pay, in accordance with the Crown Employees (School Administrative and Support Staff) Award or Part 6 Division 6 of the Public Sector Employment and Management (General) Regulation 1996, exceeding five continuous days in a school term, the period of the school vacation next following such leave for which payment is made pursuant to this clause shall be reduced proportionately. A period of leave without pay of five continuous days or less shall not lead to a reduction in award entitlement.

- 4.2 Subclause 4.1 shall not apply in the first four weeks of the summer vacation whether or not the employee is receiving payment for recreation leave pursuant to the Crown Employees (School Administrative and Support Staff) Award or Part 6 Division 8 of the Public Sector Employment and Management (General) Regulation 1996, or when the employee is being paid for a public holiday.

5. Area, Incidence and Duration

- 5.1 This award shall apply to all employees as defined in clause 2, Definitions above.
- 5.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (School Administrative and Support Staff, General Assistants in Schools) Standdown Award published 28 May 2004 (344 IG 627) and all variations thereof.
- 5.3 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 I.G. 359) take effect on and from 31 July 2007.
- 5.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

R. W. HARRISON *D.P.*

CROWN EMPLOYEES (PARLIAMENTARY ELECTORATE OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 607 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	All Incidence of Employment Allowance
5.	Commencing Salaries
6.	Higher Duties Allowance
7.	Saving of Rights
8.	Hours of Work
9.	Overtime
10.	Relief Arrangements
11.	Anti Discrimination
12.	Training
13.	Recreation Leave
14.	Sick Leave
15.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
16.	Termination of Employment
17.	Separation from Service Provisions
18.	Government and Related Employees Tribunal Act
19.	Consultative Committee
20.	Grievance and Dispute Handling Procedures
21.	Deduction of Union Membership Fees
22.	Secure Employment
23.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Remuneration

Table 3 - Other Rates and Allowances

2. Definitions

"Act" means the *Industrial Relations Act* 1996.

"Award" means an enterprise award or an industrial award under the former Act.

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

"Commission" means the Industrial Relations Commission of New South Wales.

"Legislature" means The Legislative Assembly of The Parliament of New South Wales.

"Member" means a person who is an elected member of the Legislative Assembly of The Parliament of New South Wales.

"Officer" means and includes all persons employed by the Speaker of the Legislative Assembly of The Parliament of New South Wales as an Electorate Officer or Research Assistant to an Independent Member.

"Speaker" means The Speaker of The Legislative Assembly of The Parliament of New South Wales.

3. Salaries

- (a) Electorate Office staff shall be paid the annual salary rates set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (b) Special Salary Scale

Provided that, where a Member certifies in writing that an Electorate Officer, Grade 1 performs under limited, or no supervision and in an on-going manner, the following duties for a majority of time:

- research work; and
- speech writing; and
- interviewing constituents; and
- preparing non-routine correspondence

Such Electorate Officer may be appointed, or promoted, by the Member, to the special salary scale as set out in the said table 1 of Part B.

Progression through the special salary is dependent upon the Electorate Officer, Grade 1 continuing to perform such duties for a majority of the officer's time. If any Electorate Officer, Grade 1 ceases to perform the required duties, or performs them for a lesser time, consideration may be given by the Member to reducing the salary to the level appropriate to the work performed, or to retaining the Electorate Officer Grade 1 on his or her current salary.

- (c) Research Assistants shall be paid the annual remuneration rates set out in Table 2 - Remuneration, of Part B, Monetary Rates.

Independent Members of the Legislative Assembly are entitled to an additional position of Research Assistant - the remuneration in Table 2 Part B is remuneration for all incidence of employment including any additional hours of worked outside the standard office hours.

4. All Incidence of Employment Allowance

- (a) In addition to the salary payable in clause 3, Salaries, officers will be entitled to an allowance on the following scale.
 - (i) Electorate Officer, Grade 1 - an amount per annum as set out in Item 1 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (ii) Electorate Officer, Grade 1 Special Salary Scale - an amount per annum as set out in Item 2 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (iii) Electorate Officer, Grade 2 - an amount per annum as set out in Item 3 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) The All Incidence of Employment Allowance is defined as salary for superannuation and leave purposes.
- (c) The All Incidence of Employment Allowance shall be regarded a salary for the purpose of the application of salary movements.

5. Commencing Salaries

- (a) Electorate Officer Grade 1

University graduates with at least one year office experience or persons with four years of more office experience shall commence on the 7th year of the scale for Electorate Officer, Grade 1.
- (b) Electorate Officer Grade 2
 - (i) Persons with at least four years clerical/administrative experience; or
 - (ii) with special skills such as computer training and/or experience; and/or
 - (iii) persons with an appropriate tertiary qualification, may be offered a commencing salary up to the second year rate of the scale for Electorate Officer, Grade 2.
- (c) An officer with at least six years clerical/administrative experience may be offered a commencing salary up to the third year rate of the scale for Electorate Officer, Grade 2.

6. Higher Duties Allowance

- (a) An Electorate Officer, Grade 1 who acts in a position of Electorate Officer, Grade 2 for 1 working day or more and who, in the opinion of the Member, assumes the whole of the responsibilities of that position during that period shall be paid by allowance any difference between the officer's present salary and the salary to which the officer would be entitled if appointed to that position.

Higher duties will be paid where the absence of the Electorate Officer, Grade 2 is due to approved leave. No relief will be paid during an Officer's travel to Parliament House for training or familiarisation with the organisation and the officer is otherwise considered on duty.
- (b) Where a public holiday falls at the beginning of a period of relief it will not be paid. Where the period of relief is less than 5 days and a public holiday is at the end of the relief period the allowance will not be paid for the public holiday. Where the period of relief is 5 days or more and a public holiday falls at the end of the relief period and on or before the Friday of the week relief is being worked the allowance will be paid for the public holiday.
- (c) However, where an officer has an absence of 5 days or more during a period of relief, including public holidays or any other form of approved leave, higher duties allowance will not be paid for that period of absence.

- (d) Officers who have acted for 12 months or more in the same higher graded position and who continue to act in that position are eligible for payment of higher duties allowance for any recreation, extended, sick or family and community leave which is taken during the further period of relief after 12 months.

7. Saving of Rights

- (a) At the time of making of this award, no officer covered by this award will suffer a reduction in his or her rate of pay.
- (b) The Association and Legislature intend that any variation to the Crown Employees (Public Sector - Salaries 2007) Award or an Award replacing that award, Officers covered by this award will maintain the same salary and allowance relationship to the rest of the public service.

The Association and Legislature intend that any such salary or allowance increase will be reflected in this award either by variation to it, or by the making of a new award.

8. Hours of Work

- (a) The ordinary hours of work shall be 9:00a.m. to 5:00p.m., Monday to Friday, regardless of whether duties are performed at the electorate office or Parliament House, with one hour for lunch. Flexible working hours will not apply.
- (b) The Member may require an Officer to perform duty beyond the hours determined under subclause (a) of this clause but only if it is reasonable for the Officer to be required to do so. An Officer may refuse to work additional hours in circumstances where the working of such hours would result in the Officer working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (i) the Officer's prior commitments outside the workplace, particularly the Officer's family and carer responsibilities, community obligations or study arrangements,
 - (ii) any risk to the Officer's health and safety,
 - (iii) 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,
 - (iv) the notice (if any) given by the Department Head regarding the working of the additional hours, and by the Officer of their intention to refuse the working of additional hours, or
 - (v) any other relevant matter.

9. Overtime

The remuneration prescribed in this Award includes payment for all incidents of work including overtime. Work will not be conducted on weekends or public holidays without reasonable prior consultation with the Officer or the Association.

10. Relief Arrangements

Where an Electorate Officer is absent for one working day or longer on approved leave (including where an Electorate Officer, Grade 1 relieves in a position of Electorate Officer, Grade 2), relief may be engaged by the Member subject to the following conditions:

- (a) Members are responsible for the selection of relief staff;
- (b) No relief may be engaged while staff are attending word processing or other training courses or in instances where staff travel to Sydney for familiarisation with parliamentary business and;

- (c) Relief staff are paid a daily rate for the number of days worked, calculated by dividing the annual salary for Electorate Officer Grade 1 or 2, by 260.8929 including 1/12th of total earnings on termination;
- (d) Relief staff are not entitled to any paid leave during their period of relief.

11. 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 Officer 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.

12. Training

Training will be provided to electorate office staff as per the Legislative Assembly Staff Training and Development Policy subject to the following conditions:

- (a) All efforts will be made to ensure that staff are released from their normal duties to attend training provided sufficient notice has been given of intention and provided the relevant authorities have been obtained.
- (b) Release to attend training will be at the discretion of the Member where that discretion is based on the need to ensure the proper functioning of the electorate office and maintenance of appropriate levels of service.
- (c) Where an application to attend training has been refused, the officer may utilise the grievance and dispute resolution procedures contained within this award should they wish to seek further clarification regarding the reasons for refusal.
- (d) No provision of relief will be provided for training other than those provisions that exist within the aforementioned policy specifically relating to electorate office staff.

13. Recreation Leave

- (a) All leave entitlements for Electorate Officers will be administered in accordance with the policies of the NSW Legislative Assembly and the New South Wales Parliament.
- (b) All officers working under job-share arrangements are eligible to the leave entitlements, contained within this clause, which will accrue on a pro-rata basis.
- (c) Officers shall be eligible, after completion of each 12 months of service, to recreation leave in the following amount;
 - (i) 4 weeks (accrued at the rate of 1.66 days per month) in addition to any public holiday occurring during such period of recreation leave.
 - (ii) or officers working in areas designated as "Western Division", 5 weeks (accrued at the rate of 2.08 days per month).
- (d) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (e) Limits on Accumulation of recreation leave and direction to take leave
 - (i) At least two (2) consecutive weeks of recreation leave (or a combination of recreation leave and public holidays, extended leave or, if the Officer elects, leave without pay) shall be taken by an Officer every 12 months for recreation purposes, except by agreement with the Clerk in special circumstances.
 - (ii) Where the operational requirements permit, the application for leave shall be dealt with by the Clerk according to the wishes of the Officer.
 - (iii) The Clerk shall notify the Officer in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent, and at the same time may direct an Officer to take at least 2 weeks recreation leave within 3 months of the notification.
 - (iv) The Clerk shall notify the Officer in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and may direct the Officer to take at least 2 weeks recreation leave within 6 weeks of the notification.
- (f) Conservation of recreation leave -
 - (i) If the Clerk is satisfied that an officer is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of less than 8 weeks, or its hourly equivalent the Clerk shall:
 - (ii) specify in writing the period of time during which the excess shall be conserved; and
 - (iii) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the officer at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week level specified.

The Clerk will inform an officer in writing on a regular basis of the officer's recreation leave accrual.

14. Sick Leave

Electorate Officers are entitled to 15 days paid sick leave per year which accrues from year to year where the entitlement is renewed each calendar year. Part time staff are entitled to sick leave on a pro rata basis to the full time rate of 15 days per year.

15. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements.

1. Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the Officer's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the Officer; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person 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 or legal guardian), grandparent, grandchild or sibling of the Officer or of the spouse or de facto spouse of the Officer; or
- (d) a same sex partner who lives with the Officer as the de facto partner of that Officer on a bona fide domestic basis; or
- (e) a relative of the Officer who is a member of the same household, where for the purposes of this paragraph:
 1. 'relative' means a person related to blood, marriage or affinity;
 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. 'household' means a family group living in the same domestic dwelling.

2. Family and Community Service Leave - general

- (i) The appropriate employer may grant family and community service leave to an Officer:
 - (a) for reasons related to the family responsibilities of the Officer, or
 - (b) for reasons related to the performance of community service by the Officer, or
 - (c) in a case of pressing necessity.
- (ii) Family and Community Service Leave replaces Short Leave.
- (iii) An Officer is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the appropriate employer approves the grant of leave in the particular case.

3. Family and Community Service Leave - entitlement.

- (i) The maximum amount of family and community service leave on full pay that may be granted to an Officer 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 Officer, whichever is the greater period.

- (ii) Family and Community Service Leave is available to part-time Officers on a pro rata basis, based on the number of hours worked.
- (iii) 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 discreet, 'per occasion' basis to an Officer on the death of a person as defined in sub-clause 1 above.

4. Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 3 above, is exhausted, the sick leave provisions under subclause 5 may be used by an Officer to care for a sick dependant.

5. Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the Officer being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause (1) of this clause.
- (b) An Officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 5(b) above, sick leave accrued from the previous 3 years may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 5(c) above.
- (e) The Officer shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The Officer 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 Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The Officer 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 Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.

6. Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clauses 4, All Incidence of Employment Allowance, and clause 9, Overtime, replace payment for overtime with an annual allowance prescribed in this award.

7. Use of make-up time

- (a) An Officer may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the Officer takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An Officer on shift work may elect, with the consent of the employer, to work "make-up time" (under which the Officer takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

8. Use of other leave entitlements

The appropriate employer may grant an Officer other leave entitlements for reasons related to family responsibilities, or community service by, the Officer. An Officer may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

9. Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions of the relevant organisation.

16. Termination of Employment

- (a) Electorate Office staff are employed by the Speaker of the Legislative Assembly.
- (b) An Electorate Officer's services may be terminated by the giving of 2 weeks notice by either the Speaker, being the employer, or the individual officer or upon the end of the term of office of the Member for whom the officer works.
- (c) Termination of service other than by way of resignation or voluntary withdrawal of service may only be made by the Speaker of the Legislative Assembly.

17. Separation from Service Provisions

At general election time, or upon a seat in the Legislative Assembly becoming vacant for any reason, every endeavour will be made to retain the services of currently employed Electorate Officers having regard to the wishes of each incoming Member.

Where an officer's services are terminated (other than at the officer's own request or where the officer is found guilty of a breach of discipline), the following termination arrangements are to apply:

(a) Basis of entitlement

Electorate Officers whose services are terminated in circumstances where the relevant Member of the Legislative Assembly has ceased to hold office for any reason and provided that:

- (i) the Electorate Officer continues to work at the existing location and the incoming Member notifies the Speaker of the Legislative Assembly, within three months of the declaration of the poll, of his/her intention not to continue with the existing staffing arrangements, or

- (ii) the officer continues to work for the incoming Member and,
 - (1) after the expiration of two months and before the expiration of the third month from the date of the declaration of the poll, and
 - (2) to that date the member has not given to the officer/s a clear indication regarding an offer to continue employment, and
 - (3) the officer identifies that they can no longer continue with the existing arrangements, and that they notify the Speaker of the Legislative Assembly of this, they shall be entitled to separation payments as provided hereunder in subclause (b), however,
 - (iii) Should an offer of employment be made and the Electorate Officer declines to accept the offer on grounds other than those identified above and this voluntary withdrawal of service is either before the third month or after the third month, it shall be treated as voluntary resignation and so not attract an entitlement to payment of the separation provisions.
- (b) Separation payments
- (i) Officers whose employment is terminated under subclause (a) of this clause will be entitled to termination payments and non-monetary support programs as agreed between the parties in the Electorate Officers Entitlements on Termination of Employment Agreement and the guidelines and policies of the Parliament of New South Wales.
- (c) Exclusions
- Excluded from entitlement to separation payments are:
- (i) Relief Electorate Officers;
 - (ii) Electorate Officers on workers' compensation whose claim is based on compensation for termination or officers awaiting determination of claims against the employer for termination of services;
 - (iii) Electorate Officers subject to termination on the grounds of misconduct or unsatisfactory services;
 - (iv) Electorate Officers who resign for any reason other than in circumstances envisaged in (a)(i) or (a)(ii) above;
 - (v) Electorate Officers whose appointments were facilitated by way of leave without pay from the Public Service (on the basis that they will return to employment in the Public Service upon displacement).
- (d) Repayment of separation monies
- (i) Electorate Officers who have received payment of monies in consideration of separation from the service, do so on the understanding that they are liable to reimburse the employer, being the Speaker of the N.S.W. Legislative Assembly, all or part thereof (on a pro-rata basis) any sum paid where they are reappointed to another position as an Electorate Officer or to any other position in Crown employment.
- (e) Superannuation Fund entitlements
- The Fund entitlements for contributors under subclause (b) above will be as follows:
- (i) Officers who are contributors to either the State Authorities Superannuation Scheme (SASS) or the State Superannuation Fund (SSF) who are eligible for separation payments in accordance with subclause (b) shall be regarded as having been retrenched, as defined in the *State Authorities*

Superannuation Act 1987, for the purpose of determining their entitlements to benefits under those schemes.

- (ii) Officers who are contributors to either of those schemes who are not eligible for separation payments in accordance with subclause (b) shall be regarded as having resigned for the purpose of determining their entitlements benefits under those schemes.

18. Government and Related Employees Tribunal Act

Notwithstanding anything contained in this Award, the provisions of the Government and Related Employees Appeal Tribunal Act shall continue to apply.

19. Consultative Committee

An Electorate Officers joint consultative committee shall be established to monitor the implementation of this Award and make recommendations to the Speaker on any changes to the Award that may be thought appropriate during its period of operation. Any variation/s approved by the Speaker shall be processed in accordance with the relevant legislation applying at the time the variation is sought.

The Committee shall consist of a representative of the Speaker and a representative of the Association, the latter chosen at the Association's discretion. In addition, no more than 4 staff representatives nominated by the Association may be co-opted onto the consultative committee. A representative of the Premier's Department may be co-opted to assist the Committee as required.

20. Grievance and Dispute Handling Procedures

- (a) It is agreed between the parties that, wherever possible, informal means will be used to resolve any industrial dispute.
- (b) Should a dispute arise, in the first instance, the Officer(s) will notify (in writing or otherwise) the Member, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought. A meeting should be held within 1 week of notification.
- (c) If the matter is not resolved in this meeting, the matter shall be further discussed by the Officer(s), and, at their request, the workplace delegate, or other appropriate person, the Member and where practicable, a senior officer of the Legislative Assembly. This should take place within 1 week of the completion of step (b).
- (d) If the matter remains unresolved, the matter shall be further discussed by the Officer(s), and, at their request, the workplace delegate, or other appropriate person, the Member and a more senior management representative. This should take place within 1 week of the completion of step (c) where possible or advice given to the time frame required to arrange a meeting.
- (e) If the matter remains unresolved and the Officer(s) is/are union member(s), it should be discussed/negotiated between representatives of the Association and the Clerk or the Speaker (or both) of the Legislative Assembly. If the Officer is not a member of the union they may nominate a person to act on their behalf. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- (f) A matter relating to the conditions of employment fixed by this Award may be submitted by one or the other of the parties when all other steps have been exhausted in sub-clauses (a) to (e) above, to the relevant industrial tribunal which may exercise its functions under the *Industrial Relations Act* 1996.
- (g) Where the issue in dispute relates to a change of a work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

21. Deduction of Union Membership Fees

- (a) The Association shall provide the Presiding Officers with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (b) The Association shall advise the Presiding Officers of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the Presiding Officers at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the Presiding Officers shall deduct Association fortnightly membership fees from the salary of any Officer who is a member of the Association in accordance with the Association's rules, provided that the Officer has authorized the Presiding Officers to make such deductions.
- (d) Monies so deducted from Officers' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to Officers' Association membership accounts.
- (e) Unless other arrangements are agreed to by the Presiding Officers and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (f) Where an Officer has already authorized the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Officer to make a fresh authorization in order for such deductions to continue.

22. 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) Occupational 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 occupational 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 *Occupational Health and Safety Act 2000* 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.

23. Area, Incidence and Duration

This award applies to all officers of the Legislative Assembly employed as Electorate Office Staff to members of the Legislative Assembly.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Parliamentary Electorate Officers) Award published 30 July 2004 (345 I.G. 521) 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 31 July 2007.

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 beginning of the first pay period to commence on or after 1.7.07

Table 1 - Salaries

Electorate Officer Grade 1	Salary (per annum) \$
1st year of service or 18 years	27,055
2nd year of service, min at 20 years	32,723
3rd year min. at 21 years	35,266
4th year of service	36,229
5th year of service	37,762
6th year of service	38,448
7th year of service	39,400
8th year of service	40,857

9th year of service	42,338
10th year of service	43,903
Electorate Officer Grade 2	
First Year	55,010
Second Year	56,701
Third Year	61,128
Fourth Year	63,056
Electorate Officer Grade 1 Special Salary Scale	
First Year	49,012
Second Year	50,356
Third Year	51,784
Fourth Year	53,344

Table 2 - Remuneration Rates

Research Assistant-to independent Members of the Legislative Assembly	Remuneration (per annum) \$
Research Assistant	76,896

Table 3 - Other Rates and Allowances

Item	Clause No	Brief Description	Amount \$
1	4(a)(i)	Electorate Officer, grade 1	4,010
2	4(a)(ii)	Electorate Officer, grade 1 Special Salary Scale	4,810
3	4(a)(iii)	Electorate Officer, grade 2	6,413

R. W. HARRISON *D.P.*

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SERIAL C5884

CROWN EMPLOYEES (STATE EMERGENCY SERVICE) LEARNING AND DEVELOPMENT OFFICERS AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 610 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	General Conditions of Employment
4.	Salaries
5.	Working Hours and Flexible Leave Entitlement
6.	Operational Overtime
7.	Grievance Procedures
8.	Dispute Resolution Procedures
9.	Motor Vehicle
10.	Anti-Discrimination
11.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Schedule

PART A

1. Title

- 1.1 This Award will be known as the Crown Employees (State Emergency Service) Learning and Development Officers Award 2007.

2. Definitions

- 2.1 "Act" means the *Public Sector Employment and Management Act* 2002.
- 2.2 "Award" means this Crown Employees (State Emergency Service) Learning and Development Officers Award 2007.
- 2.3 "SES" means the State Emergency Service as described in the *State Emergency Service Act* 1989 No 164.
- 2.4 "*SES Act*" means the *State Emergency Service Act* 1989 No. 164.

- 2.5 "Regulation" means the State Emergency Service Regulation 2001 as amended under the *State Emergency Service Act 1989* No 164.
- 2.6 "Director General" means the Chief Executive Officer of the State Emergency Service as listed in column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- 2.7 "Learning and Development Officer" or "LDO" means an officer permanently or temporarily employed in the SES either as a full-time, or part-time employee, in any capacity under the provisions of Chapter 2 of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation.
- 2.8 "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- 2.9 "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- 2.10 "Position" means a position, both full-time and part-time, pursuant to Section 9 of the *Public Sector Employment and Management Act 2002*.
- 2.11 "Salary Rates" means the ordinary time rate of pay for the Learning and Development officer's grading excluding allowance for "After Hours Duty Officer" and all other allowances not regarded as salary.

3. General Conditions of Employment

- 3.1 Conditions of employment for all Learning and Development Officers shall be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 except where varied by this Award and with the following Awards and Agreements as varied from time to time:

Crown Employees (Transferred Employees Compensation) Award.

Crown Employees (Transferred Officers/Excess Rent) Agreement No 2354 of 1981.

- 3.2 The provisions of this Award are to apply to part-time workers on a pro-rata basis.

4. Salaries

- 4.1 The Learning and Development Officers will be remunerated in accordance with the Crown Employees (Public Sector - Salaries 2007) Award as varied or an award replacing it. Salaries at the time of making this Award are set out in Table 1 - Salary Schedule of Part B Monetary Rates.
- 4.2 Appointment of Learning and Development Officers shall be in accordance with the Public Sector Employment and Management (General) Regulation.
- 4.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, unit and volunteer demands, and the personal circumstances of the State Training Team. Much of the work performed is during the evening or on weekends. The parties agree that the requirements will be no more than 40 days of weekend and public holiday work per annum and 80 occasions of evening work. The parties recognise that there could be variations to these requirements from time to time.
- 4.4 An allowance of 15% of the Learning and Development Officer's gross annual salary will be paid in lieu of non-operational overtime and in recognition of the pattern of work. No non-operational overtime is anticipated.

5. Working Hours and Flexible Leave Entitlement

- 5.1 LDO's will be able to accumulate flexitime credits beyond their contract hours. Flexitime entitlements will be the same as the current flexible working arrangements of the Department, i.e. LDO's will be able to take up to five flexidays per flex period and can carry over up to 21 hours credit per flex period.

There will be no bandwidth or core time. Contract hours of 35 hours per week will be worked on any day Monday to Sunday and will include travel time.

- 5.2 LDO's will not be required to work more than 5 days in a row without at least one day off.

6. Operational Overtime

- 6.1 Access to overtime can only occur during operations when flexitime has been suspended.
- 6.2 Learning and Development Officers who are required to work operational overtime will be paid at the normal rate of pay including the 15% loading for the first seven hours, and overtime thereafter, excluding the 15% loading and meal breaks. When flexitime is suspended rest days are deemed to be Saturdays and Sundays.
- 6.3 If a Learning and Development Officer is required to perform duty as the after hours duty officer the following payments will be applicable:
- (a) Weekdays - 2/9ths of a day's salary including loading.
 - (b) Weekends - 1/3rd of a day's salary including loading.

7. Grievance Procedures

- 7.1 Grievance procedures will be in accordance with the SES Grievance Policy.

8. Dispute Resolution Procedures

- 8.1 The aim of the dispute resolution procedures is to ensure that, during the life of this Award, industrial disputes or grievances are prevented, or resolved as quickly as possible, at the level closest to the incident (with graduated steps for further attempts at resolution at higher levels within SES, if required).
- 8.2 When a dispute or grievance arises, or is considered likely to arise, the following steps shall be followed:

- (a) Stage 1 - The LDO(s) should notify their supervisor of the substance of the grievance, dispute or difficulty, request a meeting and, if possible, clearly state their preferred outcome.

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 LDO to advise their immediate supervisor the notification may occur to the next appropriate level of management, including where required, to the Director General or delegate.

- (b) Stage 2 - If the issue is not resolved within the office, the LDO may refer the matter to the Manager Personnel.

A confidential meeting should be held within two working days.

- (c) Stage 3 - If the matter is not resolved at the second meeting, the LDO may refer the matter to the Director General.

A confidential meeting should be held within two working days.

If the matter is not resolved, all parties involved in the grievance will be provided with a written response explaining the actions to be taken or the reasons for the SES taking no further action.

- (d) Stage 4 - If the matter remains unresolved it may be referred to the New South Wales Industrial Relations Commission by the officer (s), the Associations, or the Director General.

- 8.3 At any stage of this process either party may request that the situation be referred to an independent mediator. During any stage of this process members of a registered trade union may request that an Association representative be present.
- 8.4 During the process of resolving a grievance, normal work is to continue except in the case of a dispute involving Occupational Health and Safety where the safety of staff is jeopardised. If practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any officer, or member of the public.
- 8.5 The LDO(s), Association and the SES will be bound by any lawful recommendation, order or determination by the NSW Industrial Relations Commission in relation to the grievance, dispute or difficulty.

9. Motor Vehicle

- 9.1 Learning and Development Officers are provided with a departmental motor vehicle and have standing approval for limited personal use that does not preclude availability for operational response.

10. Anti-Discrimination

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.

11. Area, Incidence and Duration

- 11.1 This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees Learning and Development Officers (State Emergency Service 2004) Award, published 28 January 2005 (348 I.G. 273) and all variations thereof.
- 11.2 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 NSW on 28 April 1999 (310 I.G. 359) take effect on 31 July 2007.

- 11.3 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 - Salary Schedule

Salary of Full-Time Learning and Development Officers

Effective from the beginning of the first pay period to commence on or after 1 July 2007

1st year of service	\$65,527 pa
2nd year of service	\$67,448 pa
3rd year of service	\$69,468 pa
Thereafter	\$71,546 pa

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 600 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

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

Clause No.	Subject Matter
1.	Title
2.	Rates of Pay
3.	Deduction of Union Membership Fees
4.	Shift Allowances
5.	Family and Community Services/Carer's Leave
6.	Anti-Discrimination
7.	Grievance and Dispute Settling Procedures
8.	General
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 (Transport Drivers &c.) Award.

2. Rates of Pay

The rates of pay are set out in Table 1 of Part B, Monetary Rates. The rates are provided by the Crown Employees Wages Staff (Rates of Pay) Award 2007.

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

4. Shift Allowances

For the ordinary hours of shift, shift workers shall be paid the following loadings in addition to the rates prescribed for their respective classifications:

	Loadings per shift %
(a) ordinary afternoon or night shifts (other than shifts referred to hereunder).	15
(b) permanently working afternoon or night shifts or a combinations of such shifts.	30
(c) an ordinary shift, the major portion of which falls on a Saturday or Sunday shall in substitution for the loading specified in paragraphs (a) or (b) of this clause, be paid for at the rate of 50 per cent or 75 per cent respectively in addition to the ordinary rate for such shift.	
(d) where, at his own request and to suit his own personal requirements, any employee works permanently on a combination of such shifts, then, provided the employer notifies the union of the agreement in writing, and the union agrees, he shall be paid 15 per cent extra per shift in lieu of the shift loading of 30 per cent specified in paragraph (b) of this clause.	
(e) for an ordinary shift worked on a public holiday, an employee shall receive an additional one and half day's ordinary pay in addition to the normal shift payment calculated in accordance with paragraph (a) or (b) of this clause.	

5. Family and Community Services/Carer's Leave

5.1 Family & Community Services Leave

5.1.1 The Chief Executive Officer may grant family and community service leave to an employee covered by this award.

- (a) for reasons related to the family responsibilities of the employee;
- (b) for reasons related to the performance of community service by the employee; or
- (c) in a case of pressing necessity.

Family and Community Services Leave replaces Short leave

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

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

5.1.3 Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

5.1.4 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subparagraph (ii) of paragraph 5.2.4.

5.2 Use of Sick Leave to care for a sick dependant - general

When family and community service leave, as outlined in paragraph 5.1.2 is exhausted, the sick leave provisions under paragraph 5.2.2 may be used by an officer to care for a sick dependant.

5.2.1 Use of Sick Leave -

5.2.2 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 5.2.4 of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any sick leave entitlement accruing from 1 January 1998 in terms of the Government Uniform Leave Conditions, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

5.2.3 An employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned .

5.2.4 The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (c) a child or an adult child (including an adopted child, a step-child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity or Aboriginal kinship structures;

(2) “affinity” means a relationship that one spouse, because of marriage, has to the relatives of the other; and

(3) “household” means a family group living in the same domestic dwelling.

5.2.5 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reason 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.

5.2.6 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of subclause 5.2.4 of this clause who is ill.

5.2.7 Annual Leave

An employee may elect, with the consent of the employer, subject to the provisions of the Government Uniform Leave Conditions for Ministerial Employees in respect of Recreation Leave, to take annual leave in single day periods or part thereof. Leave taken in single day periods should not exceed 5 consecutive days in any calendar year and can be taken at a time or times agreed by the parties.

5.2.7.1 Access to annual leave, as prescribed in paragraph 5.2.7.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

5.2.7.2 Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

5.3 Time Off in Lieu of Payment for Overtime

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

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

5.3.3 If, having elected to take time as leave in accordance with paragraph 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.

5.3.4 Where no election is made in accordance with the said paragraph, the employee shall be paid overtime in accordance with the award.

5.4 Make-up Time

An employee may elect, with the consent of the employer, to work “make uptime”, under which the employee takes time off in 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.

6. 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.

7. 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 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.
- (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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (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 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 Department Head.
- (vi) The Department Head may refer the matter to the Director of Public Employment (DPE) for consideration.
- (vii) If the matter remains unresolved, the Department 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.
- (viii) A staff member, at any stage, may request to be represented by the union.

- (ix) The staff member or the union on their behalf, or the Department 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 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.
- (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 staff member or member of the public

8. General

- (i) Except as otherwise provided for in this award, the provisions of the Transport Industry (State) Award shall apply.
- (ii) For employees covered by the Government Uniform Leave Conditions for Ministerial Employees, such conditions shall apply in respect of the following matters:

Accident Pay
Recreation Leave
Long Service Leave
Sick Leave
Bereavement Leave

For staff employed under the provisions of the *Public Sector Employment and Management Act 2002*, the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and Regulations to the *Public Sector Employment and Management Act 2002* shall apply in respect of the above entitlements.

9. Area, Incidence and Duration

This award shall apply to all employees in the classifications specified in Table 1 - Rates of Pay, of Part B, Monetary Rates, of this Award and clause 1 of the Transport Industry (State) Award, employed in organisations to which the *Public Sector Employment and Management Act 2002* applies.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Transport Drivers &c.) Award published 9 July 2004 (345 I.G. 211) 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 31 July 2007.

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**

Clause 2 Wages	Classification	Weekly Rate FFPP	
		1.7.06	1.7.07
			+ 4%
		\$	\$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	659.80	686.20
(b)	Over 2950 and up to 4650	665.30	691.90
(c)	Over 4650 and up to 6250	670.80	697.60
(d)	Over 6250 and up to 7700	670.80	697.60
(e)	Over 7700 and up to 9200	677.90	705.00
(f)	Over 9200 and up to 10800	677.90	705.00
(g)	Over 10800 and up to 12350	683.70	711.00
(h)	Over 12350 and up to 13950	683.70	711.00
(i)	Over 13950 and up to 15500	689.00	716.60
(j)	Over 15500 and up to 16950	695.80	723.60
(k)	Over 16950 and up to 18400	695.80	723.60
(l)	Over 18400 and up to 19750	695.80	723.60
(m)	Over 19750 and up to 21100	695.80	723.60
(n)	Over 21100 and up to 22450	701.20	729.20
(o)	Over 22450 and up to 23850	701.20	729.20
(p)	Over 23850 and up to 25200	701.20	729.20
(q)	Over 25200 and up to 26550	708.00	736.30
(r)	Over 26550 and up to 27900	708.00	736.30
(s)	Over 27900 and up to 29300	708.00	736.30
(t)	Over 29300 and up to 30650	708.00	736.30
(u)	Over 30650 and up to 32000	630.10	655.30
(v)	Over 32000 and up to 33350	630.10	655.30
(w)	Over 33350 and up to 34750	720.70	749.50
(x)	Over 34750 and up to 36100	720.70	749.50
(y)	Over 36100 and up to 37450	720.70	749.50
(z)	Over 37450 and up to 38800	720.70	749.50
(aa)	Over 38800 and up to 40200	727.80	756.90
(ab)	Over 40200 and up to 41550	727.80	756.90
(ac)	Over 41550 and up to 42900	727.80	756.90
(ad)	Over 42900 and up to 44250	733.80	763.20
(ae)	Over 44250 and up to 45650	733.80	763.20
2. Drivers of mobile cranes - employed in connection with the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods - where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	670.80	697.60
(b)	Over 3050 and not exceeding 5100	677.90	705.00
(c)	Over 5100 and not exceeding 6100	683.70	711.00
(d)	Over 6100 and not exceeding 7100	683.70	711.00
(e)	Over 7100 and not exceeding 8100	683.70	711.00
(f)	Over 8100 and not exceeding 9150	683.70	711.00
(g)	Over 9150 and not exceeding 10150	689.00	716.60
(h)	Over 10150 and not exceeding 11200	689.00	716.60
(i)	Over 11200 and not exceeding 12200	689.00	716.60
(j)	Over 12200 and not exceeding 13200	695.80	723.60

(k)	Over 13200 and not exceeding 14200	695.80	723.60
(l)	Over 14200 and not exceeding 15250	695.80	723.60
(m)	Over 15250 and not exceeding 16250	695.80	723.60
(n)	Over 16250 and not exceeding 17250	701.20	729.20
(o)	Over 17250 and not exceeding 18300	701.20	729.20
(p)	Over 18300 and not exceeding 19300	701.20	729.20
(q)	Over 19300 and not exceeding 20300	701.20	729.20
(r)	Over 20300 and not exceeding 21350	708.00	736.30
(s)	Over 21350 and not exceeding 22350	708.00	736.30
(t)	Over 22350 and not exceeding 23350	708.00	736.30
(u)	Over 23350 and not exceeding 24400	708.00	736.30
(v)	Over 24400 and not exceeding 25500	708.00	736.30
(w)	Over 25500 and not exceeding 26400	708.00	736.30
(x)	Over 26400 and not exceeding 27450	708.00	736.30
(y)	Over 27450 and not exceeding 28450	713.60	742.10
(z)	Over 28450 and not exceeding 29450	713.60	742.10
(aa)	Over 29450 and not exceeding 30500	713.60	742.10
And for each additional 1000 kg or part thereof over - 33 cents			
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	670.80	697.60
(b)	Over 4500 to 9100	683.70	711.00
(c)	Over 9100 kg	689.00	716.60
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	677.90	705.00
(b)	Over 20350 kg	695.80	723.60
5. Extra Hands		659.80	686.20

R. W. HARRISON *D.P.*

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CROWN EMPLOYEES (NSW POLICE FORCE COMMUNICATIONS OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 624 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	No Further Claims
3.	Definitions
4.	Salaries and Incremental Scales
5.	Appointments
6.	Transitional Arrangements
7.	Future Adjustments
8.	Hours
9.	Shift Rosters
10.	Flexible Rosters
11.	Car Parking - Sydney Police Centre Only
12.	Provision of Taxis
13.	Part-time Employment
14.	Special Operations
15.	Recreation Leave
16.	Notice of Absence
17.	Training and Development
18.	Introduction of New Technology
19.	Introduction of Change
20.	Disputes/Grievance Settlement Procedure
21.	Communications Officers Consultative Committee
22.	Deduction of Union Membership Fees
23.	Anti-Discrimination
24.	Secure Employment
25.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. No Further Claims

It is a condition of this award that the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales undertakes, for the duration of the life of this award, not to pursue any extra claims, award or over award, with respect to Communications Officers.

3. Definitions

"Officer" unless otherwise specified, means and includes all persons employed by the NSW Police Force who, as of 1 January 1999, were occupying a position of Communications Officer, Senior Communications Officer, Shift Co-ordinator and Radio and Communications Operator (as defined) or who, after that date, were appointed to such a position.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"NSW Police Force" or "Force" means the NSW Police Force established by the *Police Act* 1990.

"Communications Officer" means all officers employed at dedicated communications centres including those located at Sydney, Warilla, Newcastle, Wagga Wagga, Tamworth and Penrith, who provide telephone, radio and other communications services.

"Senior Communications Officer" means any Communications Officer in receipt of (at least) the fourth year increment of Communications Officer and who has been selected and appointed to a vacant position of Senior Communications Officer in accordance with the provisions of subclause 5.6 of clause 5, Appointments, of this award.

"Shift Co-ordinator" means a person who has been selected and appointed to a position of Shift Co-ordinator.

"Trainee" refers to those persons undergoing appropriate training leading to confirmation of appointment as a Communications Officer.

"Radio and Communications Operator" means those persons who, at 1 January 1999, were classified as Radio and Communications Operators under the provisions of the Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award published 14 June 1996 (293 I.G. 233) and who do not meet the competency requirements for progression to Communications Officer fourth and fifth year.

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

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

4. Salaries and Incremental Scales

For the life of this award, an officer shall be paid, according to the position held, skills attained and satisfactory years of service, an annual salary of not less than the amounts set out in Table 1 - Salaries, of Part B, Monetary Rates, of this award.

5. Appointments

5.1 Officers and persons applying for positions as Communications Officers shall be required to successfully complete a Communications Officer training course. The length and content of the training course shall be as determined from time to time by the Commissioner or delegate. Alternatively, an officer may be appointed directly to the position of Communications Officer without having to complete a Communications Officer training course or may only be required to complete an abridged training course. In such cases the Commissioner or delegate shall be satisfied that it is not necessary for an officer to complete the full Communications Officer's training course, having regard to the officer's prior experience, knowledge and skills.

- 5.2 Officers and persons appointed as Trainee Communications Officers shall be paid the Trainee's salary rate, as set out in Table 1 - Salaries, of Part B, Monetary Rates, until such time as they successfully complete the required Communications Officer training course. The maximum period allowed for the completion of the training course shall be three months unless the Commissioner or delegate is satisfied that, due to unforeseen circumstances, an extension of the training period beyond three months is justified. Provided that officers formerly classified as:
- (a) members within the terms of the *Police Act 1990*; and/or
 - (b) officers within the terms of the *Public Sector Employment and Management Act 2002*; and/or
 - (c) persons with appropriate communications experience,
- shall receive the salary recommended by any selection committee and agreed to by the Commissioner or his/her delegate until such time as they successfully complete the required Communications Officer's training course for the period and under the conditions described earlier in this subclause. Provided further that where officers referred to in paragraphs (a), (b) and (c) of this subclause were formerly in receipt of a salary which is less than the Trainee's salary rate, then those officers shall receive the Trainee's salary rate for the period and under the conditions described earlier in this subclause.
- 5.3 Officers and persons selected for a position of Communications Officer and who complete the required Communications Officer course, and thus are eligible for actual appointment to such a position, will upon such appointment progress to the first year of the Communications Officer salary scale. Provided that officers and persons covered under paragraphs (a), (b) and (c) of subclause 5.2 shall be permitted to incrementally progress to the next increment under the Communications Officer salary scale at the completion of 12 months service, provided they satisfy any such other criteria for such progression.
- 5.4 For the purpose of incremental progression the increment date for officers in receipt of the Trainee rate of pay will be the date of progression from the position of Trainee to a position as a Communications Officer.
- 5.5 Incremental progression through each classification covered by this award shall be subject to the completion of 12 months service on the previous increment and the Commissioner or delegate being satisfied as to the conduct and service of the officer. Provided that further incremental progression from Communications Officer third year to Communications Officer fourth year shall be subject to the officer:
- (a) participating in the competency based training of newly appointed Trainees and Communications Officers; and
 - (b) participating in any training required for personal professional development and for the training of newly appointed Trainees and Communications Officers; and
 - (c) being prepared to relieve in Senior Communications Officer positions as required; and
 - (d) having completed a minimum of two years service as a Communications Officer; and
 - (e) satisfying the Commissioner or his/her delegate that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.
- 5.6 Appointment of persons to a position of Senior Communications Officer shall be subject to the occurrence of a vacancy and selection under the principles of merit based promotion. Persons eligible for appointment as a Senior Communications Officer shall be limited to:
- (a) Communications Officers who have at least attained the fourth year increment and have completed the Senior Communications Officer training course; or

- (b) Officers employed under the *Police Act 1990* or the *Public Sector Employment and Management Act 2002* who, in the opinion of the Commissioner or his/her delegate, possess skills and qualifications equivalent to those in paragraph (a) of this subclause.

5.7 Promotion to Shift Co-ordinator shall be by way of merit selection on the occurrence of a vacancy.

6. Transitional Arrangements

The following transitional arrangements shall apply to officers employed as Radio and Communications Operators under the provisions of the former Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award as at 1 January 1999.

- 6.1 Officers classified as Radio and Communications Operators first to third year shall be reclassified as Communications Officers.
- 6.2 The officers referred to in subclause 6.1 of this clause shall retain the same increment level and date in the new salary/classification scale.
- 6.3 Officers classified as Radio and Communications Operators fourth and fifth year shall be reclassified as Communications Officers provided they meet the competency requirements for progression to Communications Officer fourth and fifth year as prescribed by subclause 5.5 of clause 5, Appointments.
- 6.4 The officers referred to in subclause 6.3 shall retain the same increment date and level in the new salary/classification scale.
- 6.5 Officers classified as Radio and Communications Operators who do not meet the competencies required for progression to Communications Officer fourth and fifth year shall be entitled to receive the salaries, and progress incrementally, in accordance with the salaries prescribed for Radio and Communications Operator in Table 1 - Salaries, of Part B, Monetary Rates, of this award.
- 6.6 Where officers referred to in subclause 6.5 of this clause subsequently attain the competencies required for progression to Communications Officer fourth and fifth year, they shall be reclassified in accordance with the provisions of subclauses 6.3 and 6.4. For the purpose of this subclause the date of reclassification shall be the date of attainment of the requisite competencies, as certified by the Commissioner or his/her delegate.

7. Future Adjustments

The parties recognise that the salaries prescribed in Table 1 - Salaries, of Part B, Monetary Rates, establish a salary structure for Communications Officers.

The salary rates in Table 1 - Salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award and any replacement award.

8. Hours

Hours of work shall be an average of 35 per week.

9. Shift Rosters

Except as provided in clause 10, Flexible Rosters, shifts shall generally be of eight hours duration (seven hours duty plus one hour meal break). Where agreement is reached between the relevant Commander and officers at a particular location the meal break may be reduced from one hour to a minimum of 30 minutes. Subject to proper consultation, the starting and finishing times of shifts and the method of shift rostering may be varied.

10. Flexible Rosters

Notwithstanding clause 9, Shift Rosters, the parties agree that where 65 per cent of officers at a particular location and the relevant Centre Manager agree, flexible rosters may be introduced. This may involve changes to the current shift lengths, the starting and finishing times of shifts and/or the current rosters.

The conditions of flexible rostering shall be as agreed between the parties, but shall, to the greatest extent possible, reflect the terms and conditions of the flexible rostering provisions as applied to non-commissioned police officers.

Provided that shifts shall not be less than five hours duty or greater than 12 hours duty plus a meal break.

Provided further that there shall be a minimum of eight hours free of duty between rostered shifts. This requirement shall not apply on shift changeover days. However, on such days the maximum break possible will be granted.

11. Car Parking - Sydney Police Centre Only

Every effort will be made to provide car parking facilities for officers commencing a rostered shift at or after 6.00 p.m. and before 11.00 p.m. and for employees finishing a rostered shift after 11.00 p.m. and before 6.00 a.m.

12. Provision of Taxis

- 12.1 Cabcharge dockets will be available to officers on the same basis as outlined in clause 98, Provision of Transport in Conjunction with Working of Overtime, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006.
- 12.2 Additionally, and to facilitate the progressive build-up and/or reduction of staffing levels to meet workload variations, officers whose rostered shifts commence after 11.00 p.m. and before 7.00 a.m. or whose rostered shifts finish after 11.00 p.m. and before 7.00 a.m. may, where circumstances are such as to warrant such provisions, be provided with a cabcharge docket for the journey to or from work and their usual residence.
- 12.3 Subject to their direction of travel, two or more officers may be required to share a taxicab when travelling to and/or from work.
- 12.4 The provision of taxi transport is only to apply to shift workers who normally use public transport for travel to and from work. Accordingly, at some locations where public transport is not normally available, there will not be any scope for taxi transport to be provided and officers will be fully responsible for transporting themselves to and from work.
- 12.5 The parties recognise that the purpose of the provision of taxi transport is to ensure the safety of officers where public transport which is normally available for use is either not available or is not reasonably available and to facilitate the working of unusual shifts.

13. Part-Time Employment

- 13.1 The parties agree that permanent part-time work may be implemented under the guidelines issued by the Director of Public Employment.
- 13.2 The parties further agree that part-time Communications Officers may be engaged on the proviso that any officers so engaged are fully trained and accredited.
- 13.3 The employment of existing full-time Communications Officers will not be prejudiced by the employment of any part-time Communications Officer.

14. Special Operations

Communications Officers may be utilised on special operations, mobile field radios, etc., as circumstances require.

15. Recreation Leave

As a general principle, recreation leave including additional leave will be applied for in advance. Officers may apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

16. Notice of Absence

The parties recognise the inevitability of an officer's occasional inability to attend for duty at short notice. The parties recognise further that any such occurrence will be beyond the control of the officer concerned.

In the interest of efficiency and in recognition of the integrity of officers, as much notice as possible will be given by officers of any inability to attend for duty, consistent with clause 17, Notification of Absence from Duty, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006.

17. Training and Development

The NSW Police Force will provide comprehensive training programs for Communications Officers and for those occupying promotional positions.

All officers will be actively encouraged to participate in other staff development courses to enhance their own development and individual competencies.

18. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of Communications Officers.

19. Introduction of Change

The parties agree to co-operate fully through the Communications Officers' Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of Communications Officers with the objective of ensuring the most efficient, effective and productive use of resources.

20. Disputes/Grievance Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- (i) Where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- (ii) Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual officer(s) and at their request the local Association delegate or workplace representative and the relevant Commander.
- (iii) If the dispute/grievance remains unresolved the officer(s) local delegate or workplace representative or the relevant Commander may refer the matter to the State Manager, Communications Group for discussion with the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.

- (iv) If the dispute is not resolved at that stage the matter is to be referred to the Industrial Relations Branch of the NSW Police Force who will assume responsibility for liaising with senior executive members of the Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- (v) During the process outlined above, the status quo will be maintained.
- (vi) 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 supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner of Police or delegate.

The matter will only be referred to the Industrial Relations Commission of New South Wales if -

- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Branch, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

Safety Issues - Procedure - In cases where a dispute is premised on an issue of safety, consultation between the Association and the Industrial Relations Branch should be expedited. The status quo shall remain until such matter is resolved.

General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

21. Communications Officers Consultative Committee

It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.

The parties agree that members of the Committee should include representatives from the Communications Group Command, Country Communications Centre Management, a representative of the Association and up to four delegates including two country delegates.

This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

22. Deduction of Union Membership Fees

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

- (iv) Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Association 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 deduction to continue.

23. 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."

24. Secure Employment

(a) Occupational 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 occupational 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 (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(b) 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.

(c) 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.

25. Area, Incidence and Duration

This award shall apply to Communications Officers employed by the NSW Police Force. Except where inconsistent with this award the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award will apply.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Reviewed award Crown Employees (NSW Police Communications Officers) Award published 21 May 2004 (344 I.G. 537) 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 31 July 2007.

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

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first pay period to commence on or after 1.7.07

Classification	Per Annum \$
Communications Officer	
Trainee	41,912
1st year	43,903
2nd year	46,320
3rd year	47,682
4th year	50,356
5th year	51,784
Senior Communication Officer	
1st year	55,010
2nd year	56,701
Shift Co-ordinators	
1st year	61,128
2nd year	63,056
3rd year	65,527
4th year	67,448
Radio and Communications Operators	
4th year	49,012
5th year	50,356

R. W. HARRISON *D.P.*

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CROWN EMPLOYEES (GENERAL ASSISTANTS IN SCHOOLS - DEPARTMENT OF EDUCATION AND TRAINING) AWARD

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

(No. IRC 602 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose of this Award
3.	Definitions
4.	Anti-Discrimination
5.	Rates of Pay
6.	Hours
7.	Training and Development
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11.	Entitlements for Short Term Temporary Employees
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PART B

MONETARY RATES

Table 1 - Rates of Pay

2. Purpose of This Award

This award establishes the rates of pay of General Assistants.

3. Definitions

- 3.1 "Act" means the *Public Sector Employment and Management Act 2002*.
- 3.2 "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- 3.3 "General assistant" means a person appointed as such to a government school by the Director-General under the Act.
- 3.4 "Department" means the New South Wales Department of Education and Training.
- 3.5 "Director-General" means the Director-General of Education and Training.

- 3.6 "Full-time general assistant" means a general assistant employed for 38 hours per week.
- 3.7 "Industrial Relations Commission" means the Industrial Relations Commission established by the *New South Wales Industrial Relations Act 1996*.
- 3.8 "Long term temporary general assistant" means a general assistant employed on a temporary basis, either full-time or part-time, under Section 27 of the Act, for a period in excess of one school term.
- 3.9 "Part-time general assistant" means a general assistant who works up to 35.5 hours per week.
- 3.10 "Parties" means the Director of Public Employment and the Association.
- 3.11 "Permanent general assistant" means any general assistant employed on a permanent basis, either full-time or part-time, under Sections 17 and 19 of the Act.
- 3.12 "Principal" means the principal of a Departmental school.
- 3.13 "School" means a Department school or other centre where instruction is provided by the Department and includes any place designated as part of, or as an annexe to, such school.
- 3.14 "Short term temporary general assistant" means a general assistant employed on a temporary basis, either full-time or part-time, under Section 27 of the Act, for a period of one school term or less.

4. Anti-Discrimination

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 4.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 4.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 4.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 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.

5. Rates of Pay

- 5.1 The rates of pay that apply to general assistants are set out in Table 1 - Rates of Pay of Part B, Monetary Rates.

- 5.2 Part-time general assistants who work 35.5 hours per week or less receive the relevant part-time rates of pay as set out in the said Table 1.
- 5.3 Short term temporary general assistants who work for one term or less receive a loaded rate of pay.
- 5.4 Long term temporary general assistants who work for more than one school term receive an unloaded rate of pay.
- 5.5 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.

6. Hours

- 6.1 The ordinary hours of work for full-time general assistants shall be 38 per week and shall be worked between the hours of 6.00 am and 6.00 pm Monday to Friday (inclusive) for eight hours per day on 19 days of each 20 day cycle.
- 6.2 A general assistant shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, with pay, in each four weekly cycle of 20 working days.
- 6.3 A general assistant who has not worked, or is not regarded by reason of subclauses 6.6 and 6.7 of this clause as having worked a complete four week cycle, shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment on termination.
- 6.4 The general assistant's rostered day off duty prescribed in subclause 6.2 of this clause, shall be determined by mutual agreement between a general assistant and the principal of the school concerned. It may be taken on a rostered basis or accumulated and taken in the school vacation next occurring or such other method as may be agreed upon.
- 6.5 Once set the rostered day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the rostered day off 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.
- 6.6 A general assistant entitled to rostered days off duty in accordance with subclause 6.2 of this clause, shall continue to accumulate credit towards their rostered day off duty whilst on recreation, military, short, study, special and sick leave. Where a general assistant's rostered day off duty falls during a period of sick leave, the general assistant's available sick leave shall not be debited for that day.
- 6.7 Where a general assistant is absent on extended leave and/or workers' compensation during a cycle and returns prior to or on the rostered day off, time absent during that cycle shall be regarded as accruing 0.4 of one hour as prescribed in subclause 6.2 for each day towards the next rostered day off (pro-rata for part of a day). A general assistant who is absent on extended leave and/or workers' compensation for a full cycle shall not be entitled to an allocated day off.
- 6.8 Part-time general assistants shall not be entitled to a rostered day off but have ordinary daily hours of 7.6 or pro-rata for part of a day.

7. Training and Development

- 7.1 The Department confirms its commitment to training and development for general assistants.
- 7.2 Where required by the Department, general assistants will be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.

- 7.3 General assistants will be entitled to reimbursement of any necessary expenses, as determined by the Department, regarding travel, meals and accommodation in attending training and development activities.

8. Dispute Resolution Procedures

- 8.1 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.
- 8.1.1 Should any dispute, or question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal or supervisor as soon as practicable.
- 8.1.2 The principal or supervisor will discuss the matter with the employee and/or Association 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.
- 8.1.3 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 Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 8.1.4 Where the procedures in paragraph 8.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the General Manager of Industrial Relations and Employment Services of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 8.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

9. Duties as Directed

- 9.1 The Director-General, delegate, nominee or representative may direct a general assistant to carry out such duties as are within the limits of the general assistant's skills, competence and training.
- 9.2 Any directions issued by the Director-General pursuant to subclause 9.1 of this clause shall be consistent with the Director-General's responsibility to provide a safe, healthy working environment.

10. Deduction of Union Membership Fees

- 10.1 The Association shall provide the employer with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 10.2 The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 10.3 Subject to 10.1 and 10.2 above, the employer shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- 10.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 10.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees shall be deducted on a fortnightly basis.

- 10.6 Where an employee has already authorised the deduction of Association 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.

11. Entitlements for Short Term Temporary Employees

- 11.1 Other than as described under subclauses 11.3, 11.4, 11.5 and 11.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.
- 11.2 As set out in subclause 5.3, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.
- 11.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 11.4 Short term temporary employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 11.4.1 The Director-General must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

The rights of the Director-General in relation to engagement and re-engagement of short term temporary employees are not affected, other than in accordance with this clause.

- 11.5 Personal Carers entitlement for short term temporary employees
- 11.5.1 Short term temporary employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 11.8.2 of the award 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 the evidentiary requirements set out below in 11.5.4, and the notice requirements set out in 11.5.5.
- 11.5.2 The Director-General and the short term temporary 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 short term temporary employee is not entitled to any payment for the period of non-attendance.
- 11.5.3 The Director-General must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not to engage a short term temporary employee are otherwise not affected.
- 11.5.4 The short term temporary employee shall, if required,
- (i) 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
 - (ii) establish by production of documentation acceptable to the Director-General 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, a short term temporary employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

11.5.5 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day or shift of such absence, the employee will inform the Director-General within 24 hours of the absence.

11.6 Bereavement entitlements for short term temporary employees

11.6.1 Short term temporary 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 Director-General).

11.6.2 The Director-General and the short term temporary 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

11.6.3 The Director-General must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not engage a short term temporary employee are otherwise not affected.

11.6.4 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day or shift of such absence, the employee will inform the Director-General within 24 hours of the absence.

11.7 The entitlement in accordance with this clause is subject to:

11.7.1 the employee being responsible for the care and support of the person concerned; and

11.7.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this 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.

12. No Further Claims

The parties agree that there shall be no further claims in relation to issues covered by the award for the term of the award, except as allowed by the *Industrial Relations Act 1996*.

13. Area, Incidence and Duration

- 13.1 This award shall apply to all General Assistants as defined in clause 3 Definitions above.
- 13.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (General Assistants in Schools - Department of Education and Training) (State) Award published 21 May 2004 (344 I.G. 562) and all variations thereof.
- 13.3 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 and from 28 April 1999 (310 I.G. 359) take effect on 31 July 2007.
- 13.4 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 - Rate of Pay

Effective from the beginning of the first pay period to commence on or after 1.7.07

General Assistant		
Full-time Permanent		
Junior	On employment	25,147
	After 12 months or at age 20	32,332
Adult	1st year	35,925
	2nd year	36,229
	3rd year	36,915
	4th year	37,762
	5th year	38,448
Part-time (Up to 35.5 HPW) Permanent		
Junior	On employment	13.97
	After 12 months or at age 20	17.93
Adult		20.48
Full-time (38 HPW) Temporary		
Unloaded		
Junior	On employment	12.69
	After 12 months or at age 20	16.30
Adult		18.11

Loaded		
Junior	On employment	13.74
	After 12 months or at age 20	17.65
Adult		19.64
Part-time (Up to 35.5 HPW) Temporary		
Unloaded		
Junior	On employment	13.97
	After 12 months or at age 20	17.93
Adult		20.48
Loaded		
Junior	On employment	15.12
	After 12 months or at age 20	19.43
Adult		22.18

R. W. HARRISON *D.P.*

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 622 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries and Progression
4.	Other Conditions of Employment
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Anti-Discrimination
7.	No Further Claims
8.	Grievance and Dispute Settlement Procedure
9.	Redundancy
10.	Leave Reserved
11.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award.

2. Definitions

"Award" means the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award.

"Commissioner" means the Commissioner of Police in New South Wales, or any person duly appointed to act in such position from time to time.

"Federation" means the Australian Salaried Medical Officers' Federation (New South Wales).

"Head, Clinical Forensic Medicine Section" shall be a person qualified to be a Police (Forensic) Medical Officer appointed on the basis of merit selection on the occurrence of a vacancy as the clinical and administrative Head of the Clinical Forensic Medicine Section.

"Higher Qualification" means any such qualification obtained by a Police (Forensic) Medical Officer subsequent to graduation which is recognised as a higher qualification by the employer for the purposes of qualifying an employee for access to the higher qualification allowance applicable under subclause 3.3 of clause 3, Salaries and Progression. This may include:

- (a) post-graduate university degrees and diplomas recognised by the Medical Board of New South Wales as qualification; or
- (b) membership or fellowship of the Royal College or Royal Australasian College of Physicians; or
- (c) such other post-graduate qualification obtained by examination and recognised by the Medical Board of New South Wales, including fellowship of the Royal Australian College of General Practitioners.

"NSW Police" means New South Wales Police Force established by the *Police Act 1990*, (NSW).

"Police (Forensic) Medical Officer" means a non-executive administrative officer within the terms of the *Police Act 1990*, who is a person licensed or registered by the Medical Board of New South Wales pursuant to the *Medical Practice Act 1992* and employed in the Clinical (Forensic) Medicine Section.

"Officer" means a Police (Forensic) Medical Officer, as defined.

3. Salaries and Progression

3.1 The salaries set out in Table 1, of Part B of this award shall have effect from the date contained therein.

Police (Forensic) Medical Officer, Grade 1 shall be a medical practitioner with a minimum four years post-graduation experience. Such officers shall undertake a training period supervised by a suitable experienced and qualified Police (Forensic) Medical Officer, Grade 3 (or, in the event that no such officers are employed, a Police (Forensic) Medical Officer, Grade 2) until such time as the Police (Forensic) Medical Officer, Grade 1, is accepted as an expert in the practice of Clinical Forensic Medicine. The period of training and supervision will be not less than six months.

Police (Forensic) Medical Officer, Grade 2 shall be a medical practitioner accepted as an expert in the practice of Clinical Forensic Medicine.

Police (Forensic) Medical Officer, Grade 3 shall be a medical practitioner who has served a minimum of three years as a Police (Forensic) Medical Officer, Grade 2 and who is accepted as an expert in the practice of Clinical Forensic Medicine, and who:

- (a) has attained the necessary experience and skills to supervise and train, as appropriate, Police (Forensic) Medical Officer, Grade 1; and
- (b) has attained the necessary experience and skills to plan, review and implement training courses, as appropriate, in relevant practice areas including, but not limited to, safe custody care, breath analysis and drugs training.

3.2 Nature of Salaries - The parties recognise that the rates of pay prescribed in subclause 3.1 of this clause contain a component which takes into account all the incidents of employment, including the need to be on-call, call-outs, overtime, travelling time and waiting time, and including the expenses incurred in taking telephone calls at the Officer's residence.

3.3 Higher Qualification Allowance - The salaries prescribed in subclause 3.1 of this clause for the classifications only of Police (Forensic) Medical Officer, Grade 1, Grade 2 and Grade 3, shall be increased by the amount of \$2500 per annum, for any Officer who holds a higher qualification as

defined which, in the opinion of the Commissioner of Police, is an appropriate higher qualification with respect to the practice of Clinical Forensic Medicine as carried out in the NSW Police.

- 3.4 Progression - Progression Between Grades- Progression between the grades of Police (Forensic) Medical Officer will be determined by a representative committee comprised of representatives from the following organisations, or their successors from time to time, or class of persons:

Two persons representing the Commissioner of Police;

Head of the Clinical Forensic Medicine Section;

One person from the Institute of Forensic Medicine;

One person from the Office of the NSW Director of Public Prosecutions;

A Police Prosecutor with a minimum of ten years standing as a

Police Prosecutor;

One person from the Federation;

One person from an Area Health Service.

Such progression shall also be subject to the Commissioner certifying that the conduct and services of the officer are satisfactory.

- 3.5 The parties agree that the productivity provisions contained within the document known as the Cooperative Negotiation Agenda which was agreed between the Public Service Association and the Public Employment Office and other employers to the Crown Employees (Public Sector Salaries) Award, shall apply to the parties to this award to the extent reasonably appropriate.

4. Other Conditions of Employment

Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 as amended from time to time will apply.

5. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) permanent full-time and part-time officers;
 - (b) temporary officers, subject to New South Wales Police Force convenience; and
 - (c) casual officers, subject to New South Wales Police Force convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 3, Salaries and Progression, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "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.

- (iii) By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the Commissioner, and
 - (b) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
 - (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- (viii) Where the officer 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.
- (ix) Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

New South Wales Police Force must ensure that the officer'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.

- (x) Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, New South Wales Police Force 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 New South Wales Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the officer makes an election to salary package:
 - (a) 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

- (b) 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 officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 3, Salaries and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) New South Wales Police Force 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.
- (xiii) New South Wales Police Force 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 officer may elect to terminate the Salary Packaging Agreement.

6. Anti-Discrimination

- 6.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 6.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 6.4 Nothing in this clause is to be taken to affect:
 - (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.
- 6.5 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.

7. No Further Claims

With the exception of the provisions of Clause 10, Leave Reserved, of this Award, it is a condition of this award that the Australian Salaried Medical Officers' Federation (New South Wales) undertakes for the duration of the life of this award not to pursue any extra claims, award or over award, with respect to Police (Forensic) Medical Officers.

8. Grievance and Dispute Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- (i) Where a dispute/grievance arises discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- (ii) Failing resolution of the issue, further discussions shall take place as soon as possible and in any event within two working days of such failure, between the individual officer(s) and, at their request, the local Federation delegate or workplace representative and the relevant Commander.
- (iii) If the dispute/grievance remains unresolved the officer(s), local delegate or workplace representative or the relevant Commander may refer the matter to the HR Manager, Office of the Deputy Commissioner, Specialist Operations, for discussion. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- (iv) If the dispute is not resolved at that stage, the matter is to be referred to the Industrial Relations Branch of the NSW Police who will assume responsibility for liaising with Senior Executive Members of the Service and the Federation and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- (v) During the process outlined above, the status quo will be maintained.

The matter will only be referred to the Industrial Relations Commission of New South Wales if:

- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Branch, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

Safety Issues - Procedures - In cases where a dispute is premised on an issue of safety, consultation between the Federation and the Industrial Relations Directorate should be expedited. The status quo shall remain until such matter is resolved.

General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage, parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

9. Redundancy

The provisions of Premier's Memorandum 96/5 and Premier's Memorandum 97/27, as amended from time to time, shall apply.

10. Leave Reserved

Leave is reserved to the parties to apply as they may be advised to vary the definition of Police (Forensic) Medical Officer, Grade 3 as appearing in subclause 3.1 of clause 3, Salaries and Progression, by the insertion of additional qualifications that may be required to satisfy progression requirements to that grade.

11. Area, Incidence and Duration

- 11.1 This award shall 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.

- 11.2 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award published 7 May 2004 (344 I.G. 324), as varied.
- 11.3 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 I.G. 359) take effect on and from 31 July 2007.
- 11.4 This award remains in force until 31 December 1999, and thereafter until varied or rescinded.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	First Full Pay Period on or after 1/7/2007 \$
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post-graduate experience 5 years, less than 6 years post-graduate experience	92,995 97,803
Police (Forensic) Medical Officer, Grade 2 - 1st year 2nd year 3rd year and thereafter	107,427 112,233 117,045
Police (Forensic) Medical Officer, Grade 3 - 1st year 2nd year 3rd year and thereafter	126,667 133,077 139,492
Head, Clinical (Forensic) Medicine Section - 1st year 2nd year	149,111 152,319

SCHEDULE A**Award and Variations Incorporated**

Award	Award/Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol.	Page
Made	B4672	29.11.96	5.8.96	295	1109
Varied	B6637	19.2.99	8.5.98	308	441
Varied	B9802	9.3.01	4.4.00	322	1182
Reviewed	C0045	27.4.01	9.3.00	324	240
State Wage Variation	C1016	8.3.02	31.05.01	331	1077
Varied	C1086	6.9.02	4.12.01	336	135
Varied	C1889	11.7.03	1.1.03	340	453

R. W. HARRISON *D.P.*

 Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (GREYHOUND AND HARNESS RACING
REGULATORY AUTHORITY - HARNESS RACING STAFF)
CONDITIONS OF EMPLOYMENT AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 567 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Salaries and Attendance at Race Meetings
3.	Hours of Duty
4.	Overtime
5.	Meal Allowances
6.	Higher Grade Work
7.	Terms of Employment
8.	Public Holidays and Bank Holiday
9.	Recreation Leave
10.	Sick Leave
11.	Sick Leave - Workers Compensation
12.	Sick Leave - Other than Workers Compensation
13.	Sick Leave - Requirements for Medical Certificate
14.	Sick Leave to Care for a Family Member
15.	Maternity Leave
16.	Parental Leave
17.	Adoption Leave
18.	Family and Community Service Leave
19.	Observance of Essential Religious or Cultural Obligations
20.	Extended Leave
21.	Leave Without Pay
22.	Military Leave
23.	Special Leave
24.	Part-time Work
25.	Casual Employment
26.	Trade Union Activities
27.	Travelling Allowances
28.	Use of Private Motor Vehicles
29.	Study Leave (Assistance)
30.	Staff Development and Training Activities
31.	Protective Clothing and Equipment
32.	Reports
33.	Filling of Vacancies
34.	Anti-Discrimination
35.	Grievance and Dispute Settlement Procedures

36. Existing Conditions
37. Deduction of Union Membership Fees
38. Secure Employment
39. Area, Incidence and Duration

PART B

Table of Allowances

Appendix A

Appendix B

1. Definitions

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

"Award" means the Crown Employees (Greyhound and Harness Racing Regulatory Authority - Harness Racing Staff) Conditions of Employment Award 2007.

"Salaries Award" means the Crown Employees (Public Sector - Salaries 2007) Award published 30 March 2007 (362 I.G. 404).

"GHRRA" means Greyhound and Harness Racing Regulatory Authority Division.

"Service" means service for all purposes of this award which is continuous in a position covered by this award and includes service with the New South Wales Trotting Club Ltd. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"Staff member" means and includes all staff members, except the Chief Executive Officer, employed by the Greyhound and Harness Racing Regulatory Authority Division to carry out functions associated with Harness racing.

"Table" means the Table of Allowances attached as Part B to this Award.

2. Salaries and Attendance at Race Meetings

Salaries and Attendance at Race Meetings Allowances for staff members employed under the Crown Employees (Greyhound and Harness Racing Regulatory Authority – Harness Racing Staff) Conditions of Employment Award 2007 are provided for in Part B of the Salaries Award.

3. Hours of Duty

The ordinary hours of work shall be thirty-five per week, and shall be worked in five days Monday to Friday inclusive between 7.00 am and 6.00 pm in accordance with rosters approved by the GHRRA. Where a roster provides for the working of overtime, such overtime is to be paid for unless 7 days' notice is given of an alteration to the roster.

This clause shall not apply to the Chair of Stewards, Deputy Chair of Stewards, Steward/Starter and the Cadet Steward.

4. Overtime

(a) The provisions of this clause shall not apply to:

- (1) the Chair of Stewards, Deputy Chair of Stewards, Steward, Steward/Starter and Cadet Steward;
- (2) staff members covered by formal local arrangements in respect of overtime negotiated between the GHRRA and the Association;

- (3) staff members whose salary includes compensation for overtime;
 - (4) staff members who receive an allowance in lieu of overtime; and
 - (5) Duty Officers, State Emergency Services during flood alerts on weekends and Public Holidays except as provided in subclause (j) of this clause.
- (b) Rates - Overtime shall be paid at the following rates:
- (1) all overtime worked outside the span of hours prescribed in clause 3, Hours of Duty, of this Award and in excess of 7 hours per day, shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (2) all overtime worked on a Saturday shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (3) all overtime worked on a Sunday shall be paid for at the rate of double time.
 - (4) all overtime worked on a Public Holiday shall be paid at the rate of double time and one half.
- (c) If a staff member 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 staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (d) A staff member who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment for three hours work at the appropriate rate.
- (e) Rest Periods
- (1) A staff member who works overtime shall be entitled to be absent until eight consecutive hours have elapsed.
 - (2) Where a staff member, at the direction of the GHRRA, resumes or continues work without having had eight consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (f) Recall to Duty
- (1) A staff member recalled to work overtime after leaving the GHRRA's premises shall be paid for a minimum of three hours work at the appropriate overtime rates.
 - (2) The staff member shall not be required to work the full three hours if the job can be completed within a shorter period.
 - (3) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap 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 hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
 - (4) When a staff member returns to the place of work on a second or subsequent occasion and a period of three hours has elapsed since the staff member 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.

- (5) A recall to duty commences when the staff member 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.
- (6) A staff member recalled to duty within three 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.
- (7) This subclause shall not apply in cases where it is customary for a staff member to return to the GHRRA's premises to perform a specific job outside the staff member'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 hours unless the actual time worked is three or more hours.

(g) Meal Breaks

- (1) A staff member required to work overtime on weekdays for an hour and a half or more after the staff member'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.
- (2) A staff member 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. A staff member 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.

(h) Maximum Rate

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the GHRRA approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

(i) Compensation

The GHRRA shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (k) of this clause.

(j) State Emergency Service

The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and Public Holidays, shall be compensated by:

- (1) payment at the rate of one third of one day's pay for each tour of duty; or,
- (2) if so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with subclause (k) of this clause.

(k) Leave In Lieu of Payment

- (1) A staff member who, at the direction of the GHRRA, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- (2) The following provisions shall apply to the leave in lieu:
 - (i) the staff member shall advise the GHRRA before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;

- (ii) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
- (iii) the leave must be taken at the convenience of the GHRRA except when leave in lieu is being taken to care for a sick family member. In such cases, the condition set out in Clause 14, Sick Leave to Care for a Family Member, will apply;
- (iv) the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved by the GHRRA;
- (v) leave in lieu accrued in respect of overtime worked on days other than Public Holidays, shall be given by the GHRRA and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the GHRRA and the Association;
- (vi) at the staff member's election, leave in lieu accrued in respect of overtime worked on a Public Holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
- (vii) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

(l) Calculation of Overtime

- (1) Unless a minimum payment in terms of subclause (d) of this clause applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (2) The formula for the calculation of overtime at ordinary rates for staff members employed on a five day basis shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No. of ordinary hours of work per week}}$$

- (3) The formula for the calculation of overtime at ordinary rates for staff members employed on a seven day basis shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No. of ordinary hours of work per week}}$$

- (4) 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.
- (5) Overtime is not payable for time spent travelling.

(m) Adjustment of Meal Allowances

- (1) Where an allowance under subclause (a) of clause 5 Meal Allowances is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the GHRRA shall approve payment of actual expenses.
- (2) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (3) Receipts shall be provided to the GHRRA in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

(n) Provision of Transport

- (1) For the purpose of this subclause, departure or arrival after 8.00 pm will determine whether the provisions of this subclause apply.

Departure or arrival after 8.00 pm of the staff member on overtime does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with the GHRRA where knowledge of each particular situation will enable appropriate judgements to be made.

(2) Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

(3) Provision of Taxis

Where a staff member:

ceases overtime duty after 8.00 pm, or

ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 pm,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home to be provided by way of taxi.

5. Meal Allowances

(a) Meal Allowances - Overtime

(1) If an adequate meal was not provided by the GHRRA, a meal allowance shall be paid by the GHRRA for meal breaks taken pursuant to subclause (g) of clause 4 Overtime, provided the GHRRA is satisfied that:

- (i) the work concerned was performed at the time at which its performance was considered necessary;
- (ii) the staff member incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
- (iv) overtime is not being paid in respect of the time taken for a meal break.

(2) The amount of the allowance for the meal shall be at the rate specified in Item 1(a) of the Table as appropriate.

(3) Notwithstanding the above provisions, nothing in this clause shall prevent the GHRRA and the Association from negotiating different meal provisions under a local arrangement.

(b) Meal Allowances - Travel

A staff member who is required to travel to perform duty at a location other than their normal headquarters and who is not required to reside temporarily at a place other than the staff member's residence shall be paid the following allowances as set out in Item 1(b) of the Table for:

- (1) breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;
- (2) an evening meal when required to travel until or beyond 6.30 pm; and
- (3) lunch when unable to take lunch at the place at which or the manner in which, the staff member ordinarily takes lunch and, as a result, incurs additional expense for lunch. In such instances, the staff member shall be paid the amount equivalent to the additional expense or the allowance specified for lunch in Item 1(b) of the Table, whichever is the lesser.

6. Higher Grade Work

A staff member who is required to act in a higher position and who carries out the full duties and assumes the full responsibilities of the position for a period of not less than one working week shall be paid not less than the minimum rate prescribed for such higher position for all time whilst so engaged.

7. Terms of Employment

- (a) Staff Members shall be paid fortnightly.
- (b) Notwithstanding anything contained in this Award, employment may be terminated by two weeks' notice given at any time by the GHRRA in writing or such longer period as the GHRRA may have contracted with any individual staff member. A staff member desiring to terminate their employment with the GHRRA shall give two weeks' notice in writing to the GHRRA or such longer period as the GHRRA may have contracted with any individual staff member.
- (c) Redundancy - Staff whose positions are made redundant and are also declared to be excess of the employment needs of the GHRRA shall be managed in accordance with the Government's policy on Managing Displaced Employees, as varied from time to time.
- (d) Provided that nothing contained in this clause shall prevent a staff member's employment being terminated without notice on the grounds of the staff member's serious or wilful misconduct.

8. Public Holidays and Bank Holiday

- (a) Public holidays shall be allowed to staff members on full pay.
- (b) Public holidays - the following shall be holidays for the purpose of this Award: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any day proclaimed in the New South Wales Government Gazette as a public holiday for the State.
- (c) Bank Holiday - the day traditionally observed as a holiday on the August Bank Holiday will now be worked as an ordinary working day. The day will be observed on an ordinary working day which falls between Christmas Day and New Year's Day each year or alternatively on any other ordinary working day, as agreed between a staff member and the GHRRA.
- (d) The Chair of Stewards, Deputy Chair of Stewards, Steward/Starter and Cadet Steward, when required to attend a race meeting on a public holiday, shall be paid for all time worked, in addition to their ordinary pay, the Attendance at Race Meetings allowance specified under the Award in Part B to the Salaries Award.
- (e) Subject to subclause (d) of this clause, staff members shall be paid for all time worked on public holidays at the rate of double time and a half.

9. Recreation Leave

- (a) Accrual
- (1) Paid recreation leave for full time staff members accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - (2) Recreation leave accrues from day to day.
- (b) Limits on Accumulation
- (1) At least two weeks of recreation leave (or a combination of recreation leave and public holidays, extended leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the GHRRA in special circumstances.
 - (2) After taking into account the wishes of the staff member, the GHRRA may direct such staff member to take accrued recreation leave at a time convenient to the GHRRA.
 - (3) Where the operational requirements permit, the application for leave shall be dealt with by the GHRRA according to the wishes of the staff member.
 - (4) Recreation leave accrued in excess of 8 weeks and not taken by a staff member shall be forfeited except where higher accumulation is prescribed in another industrial instrument or the procedures for conservation of leave as set out in subclause (c) of this clause have not been followed.
- (c) Conservation of Leave - If the GHRRA is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below 8 weeks, the GHRRA shall:
- (1) specify in writing the period of time during which the excess shall be conserved; and
 - (2) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 weeks' limit.
 - (3) If a staff member does not take the period of leave conserved in accordance with subclause (c) of this clause, all leave accrued to that staff member in excess of 8 weeks shall be forfeited immediately.
 - (4) The GHRRA will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual. The GHRRA will advise such staff member in writing as soon as possible after the staff member accrues 6 weeks recreation leave, of the amount of leave accrued, and the requirement for the staff member to make agreed arrangements to take sufficient leave to reduce the recreation leave to an acceptable level.
 - (5) If the staff member fails to take recreation leave in accordance with the agreed arrangements as provided in this paragraph, all recreation leave accrued by the staff member in excess of 8 weeks shall be forfeited.
- (d) Miscellaneous
- (1) Unless a local arrangement has been negotiated between the GHRRA and the Association, recreation leave is not to be granted for a period less than a quarter day or in other than multiples of a quarter day.
 - (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

- (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
 - (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
 - (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact quarter day (fractions less than a quarter being rounded down).
 - (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
 - (7) On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken or unforfeited.
 - (8) A staff member to whom paragraph (7) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken or unforfeited at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and a lump sum payment.
- (e) Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken or unforfeited as at the date of death, shall be paid to the staff member's nominated beneficiary.
- (f) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- (1) to the widow or widower of the staff member; or
 - (2) if there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
 - (3) if there is no such widow, widower or children, to the person who, in the opinion of the GHRRA was, at the time of the staff member's death, a dependent relative of the staff member; or
 - (4) if there is no person entitled under paragraphs (1), (2) or (3) of this subclause to receive the monetary value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

10. Sick Leave

- (a) If the GHRRA 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 GHRRA:
- (1) shall grant to the staff member sick leave on full pay; and
 - (2) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- (b) Entitlements
- (1) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave which is not taken accumulates.

- (2) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
 - (3) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (4) Notwithstanding the provisions of paragraph (3) of this subclause (b), sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - (5) 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.
 - (6) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- (c) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the GHRRA 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.
 - (d) Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

11. Sick Leave - Workers Compensation

- (a) The GHRRA shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the GHRRA shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The GHRRA will ensure that, once received by the GHRRA, a staff member's workers' compensation claim is lodged by the GHRRA with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.
- (e) Pending the determination of that claim and on production of an acceptable medical certificate, the GHRRA shall grant sick leave on full pay for which the staff member is eligible, followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.
- (f) If liability for the workers' compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member 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

staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.

- (h) If a staff member notifies the GHRRA that he or she does not intend to make a claim for any such compensation, the GHRRA shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (i) A staff member may be required to submit to a medical examination under the *Workers' Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (j) If the GHRRA provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers' Compensation Act 1987* and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (k) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (1) the staff member's claim for workers' compensation;
 - (2) the conduct of a medical examination by HealthQuest or other Medical Officer;
 - (3) a medical certificate issued by HealthQuest or other examining Medical Officer; or
 - (4) action taken by the GHRRA either under the *Workers' Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

12. Sick Leave - Other Than Workers' Compensation

- (a) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers' Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:
 - (1) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the GHRRA to the staff member; and
 - (2) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the GHRRA the monetary value of any such period of sick leave.
- (b) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the GHRRA is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to the GHRRA of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

13. Sick Leave - Requirements for Medical Certificate

- (a) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the GHRRA in respect of the absence.

- (b) A staff member shall be put on notice in advance if required by the GHRRA to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (c) If there is any concern about the reason shown on the medical certificate, the GHRRA, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to HealthQuest for advice.
- (d) The nature of the leave to be granted to a staff member shall be determined by the GHRRA on the advice of HealthQuest.
- (e) If sick leave applied for is not granted, the GHRRA must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (f) A staff member may elect to have an application for sick leave dealt with confidentially by HealthQuest in accordance with the general public service policy on confidentiality, as applies from time to time.
- (g) If a staff member who is absent on recreation leave or extended leave, furnishes to the GHRRA a satisfactory medical certificate in respect of an illness which occurred during the leave, the GHRRA may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (1) in respect of recreation leave, the period set out in the medical certificate;
 - (2) in respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
- (h) Subclause (g) above 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.
- (i) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxilla facial surgeon or, at the GHRRA's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

14. Sick Leave to Care for a Family Member

When family and community service leave provided for in clause 18 is exhausted, a staff member with responsibilities in relation to a category of person set out in paragraph (c) of this subclause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the GHRRA may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the GHRRA, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the staff member being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the staff member; or

- (ii) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (iv) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member 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.

15. Maternity Leave

- (a) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (1) for a period up to 9 weeks prior to the expected date of birth; and
 - (2) for a further period of up to 12 months after the actual date of birth.
- (b) A staff member who has been granted maternity leave may, with the permission of the GHRRA, take leave after the actual date of birth:
 - (1) full time for a period of up to 12 months; or
 - (2) part-time for a period of up to 2 years; or
 - (3) as a combination of full-time and part-time over a proportionate period and of up to 2 years.
- (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (d) A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (e) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.
- (f) A staff member who:
 - (1) applied for maternity leave within the time and in the manner determined by the GHRRA; and

- (2) prior to the expected date of birth, completed not less than 40 weeks' continuous service,
- shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks, or 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.
- (g) Except as provided in paragraph (f) of this clause, maternity leave shall be granted without pay.
- (h) Staff members entitled to maternity leave shall also have an additional entitlement as set out in Appendix B.

16. Parental Leave

- (a) A staff member is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:
- (1) short parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;
- (2) extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in paragraph (1) of this subclause (a), in order to assume the primary care giving responsibilities.
- (b) Extended parental leave may commence at any time up to 2 years from the date of birth of the child.
- (c) A staff member who has been granted parental leave may, with the permission of the GHRRA, take such leave:
- (1) full-time for a period not exceeding 12 months; or
- (2) part-time over a period not exceeding 2 years; or
- (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (d) A staff member who resumes duty immediately on the expiration of parental leave shall:
- (1) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
- (2) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.
- (e) Paid Parental Leave
- (1) Staff 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:
- (i) One week on full pay, or
- (ii) Two weeks on half pay.
- (2) The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.
- (f) Except as provided in subclause (e) of this clause, parental leave shall be granted without pay.

- (g) Staff members entitled to parental leave shall also have an additional entitlement as set out in Appendix B.

17. Adoption Leave

- (a) A staff member adopting a child, and who will be the primary care giver, shall be entitled to be granted adoption leave:
- (1) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (2) for such period, not exceeding 12 months on a full-time basis, as the GHRRA may determine, if the child has commenced school at the date of the taking of custody.
- (b) A staff member who has been granted adoption leave may, with the permission of the GHRRA, take leave:
- (1) full-time for a period not exceeding 12 months; or
 - (2) part-time over a period not exceeding 2 years; or
 - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (c) Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- (d) A staff member who resumes duty immediately on the expiration of adoption leave shall:
- (1) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (2) if the position so occupied by the staff member has ceased to exist but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.
- (e) A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period, if the staff member:
- (1) applied for adoption leave within the time and in the manner determined by the GHRRA; and
 - (2) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- Leave may be taken at full pay, half pay or as a lump sum.
- (f) Except as provided in subclause (e) of this clause, adoption leave shall be granted without pay.
- (g) Special Adoption Leave - A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flextime or family and community service leave.
- (h) Staff members entitled to adoption leave shall also have an additional entitlement as set out in Appendix B.

18. Family and Community Service Leave

- (a) The GHRRA shall, in the case of emergencies or in personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (b) Such cases may include but not be limited to the following:
- (1) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (2) 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;
 - (3) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent a staff member from reporting for duty;
 - (4) other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
 - (5) Attendance at court by a staff member to answer a charge for a criminal offence, if the GHRRA considers the granting of family and community service leave to be appropriate in a particular case.
 - (6) Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
 - (7) Staff who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.
- (c) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be the greater of the leave provided in paragraphs (1) or (2) of this subclause;
- (1) 2½ of the staff member's working days in the first year of service and, on completion of the first year's service, 5 of the staff member's working days in any period of 2 years; or
 - (2) after the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.
- (d) If available family and community service leave is exhausted as a result of natural disasters, the GHRRA shall consider applications for additional family and community service leave, if some other emergency arises.
- (e) On the death of a person defined in subclause (c) of clause 14 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.
- (f) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 14 shall be granted when paid family and community service leave has been exhausted.

19. Observance of Essential Religious Or Cultural Obligations

- (a) A staff member of:
- (1) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (2) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation leave, extended leave, or leave without pay to do so.
- (b) Provided adequate notice as to the need for leave is given by the staff member to the GHRRA and it is operationally convenient to release the staff member from duty, the GHRRA must grant the leave applied for by the staff member in terms of this clause.
- (c) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the GHRRA, subject to:
- (1) adequate notice being given by the staff member;
 - (2) prior approval being obtained by the staff member; and
 - (3) the time off being made up in the manner approved by the GHRRA.

20. Extended Leave

- (a) Staff members shall be granted extended leave for service with the New South Wales Trotting Club Ltd prior to 1 January 1978, in accordance with the provisions of the *Long Service Leave Act 1955*. From 1 January 1978, staff members shall be granted extended leave on such terms and conditions as may be applicable from time to time to staff members employed under the provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002*.
- (b) In the case of a staff member receiving entitlement to extended leave in terms of this Award, whose service began prior to 1 January 1978, the amount of extended leave to which such staff member shall be entitled shall be the sum of the following amounts:
- (1) an amount calculated on the basis of the *Long Service Leave Act 1955*, for service before 1 January 1978.
 - (2) an amount calculated on the basis of the *Public Service Act 1979*, *Public Sector Management Act 1988* and *Public Sector Employment and Management Act 2002* for service after 1 January 1978.

21. Leave Without Pay

- (a) The GHRRA may grant leave without pay to a staff member if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or a part-time basis.
- (c) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where a staff member is granted leave without pay 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 recreation leave.
- (e) A staff member who has been granted leave without pay shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the GHRRA.

- (f) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

22. Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the GHRRA may grant to a staff member 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 conducted by the staff member's unit.
- (b) Up to 24 working days military leave per year may be granted by the GHRRA to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (c) At the expiration of military leave, the staff member shall furnish to the GHRRA a certificate of attendance signed by the commanding officer or other responsible officer.

23. Special Leave

- (a) Special Leave - Jury Service
- (1) A staff member shall, as soon as possible, notify the GHRRA of the details of any jury summons served on the staff member.
- (2) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the GHRRA a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
- (3) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the GHRRA shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the GHRRA shall grant, at the sole election of the staff member, available recreation leave on full pay, or leave without pay.
- (b) Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
- (1) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the GHRRA.
- (c) Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- (1) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (2) pay into the GHRRA Fund all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- (3) Union Witness - a staff member called by their union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the GHRRA for the required period.

- (d) Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- (e) Special Leave - Examinations - Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the GHRRA.
 - (1) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- (f) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited trade union delegates to undertake trade union activities as provided for in clause 26, Trade Union Activities of this award.
- (g) Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements to return home once each month to enable such staff member to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave or extended leave to credit, or leave without pay, if the operational requirements allow.
- (h) Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- (i) A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Day celebrations.
- (j) Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the GHRRA for such other purposes, during such periods and subject to such conditions, as existed at the date of commencement of this award.

24. Part-Time Work

Staff who are engaged on a part-time basis will be granted leave and other entitlements on a pro-rata basis.

25. Casual Employment

- (a) The hourly rate for casuals will be the appointed salary rate for the position divided by 52.17857 divided by the number of ordinary full-time hours for the position. 4/48ths will be added to the hourly rate in lieu of leave.
- (b) Casuals who are engaged on weekends or public holidays shall be paid the hourly rate plus a loading of 20% plus 4/48ths in lieu of leave.
- (c) Casual staff are not entitled to any form of leave specified in the award, except for long service leave in accordance with the *Long Service Leave Act 1955*.
- (d) Casuals shall also receive the following entitlements:
 - (1) Personal Carer's and Bereavement entitlement in accordance with Appendix A of this Award; and
 - (2) Unpaid parental leave in accordance with Appendix B.

26. Trade Union Activities

- (a) "On duty" Activities - A trade union delegate will be released from the performance of normal GHRRA duty in respect of activities specified below and will not be required to apply for leave:
- (1) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Regulations;
 - (2) Attendance at meetings with workplace management or workplace management representatives;
 - (3) A reasonable period of preparation time, before:
 - (i) meetings with management;
 - (ii) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and
 - (iii) any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time.
 - (4) Giving evidence in court on behalf of the GHRRA;
 - (5) Appearing as a witness before the Government and Related Employees' Appeal Tribunal;
 - (6) Representing the Association at the Government and Related Employees' Appeal Tribunal as an advocate or as a Tribunal Member;
 - (7) Presenting information on the trade union and trade union activities at induction sessions for new staff of the GHRRA; and
 - (8) Distributing official trade union 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.

27. Travelling Allowances

- (1) General
 - (a) The Chief Executive Officer shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expenses.
 - (b) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the GHRRA.
 - (c) The amount payable for a portion of a day shall be the appropriate proportion of the daily rate and any fraction of an hour shall be rounded off to the nearest half-hour.
- (2) Travelling Compensation
 - (a) Excess Travelling Time - A staff member directed by the GHRRA to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:
 - (1) payment calculated in accordance with the provisions contained in this clause; or

- (2) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (b) Compensation under subparagraphs (1) or (2) of paragraph (a) of this subclause, shall be subject to the following conditions:
- (1) on a non-working day - all time spent travelling on official business;
 - (2) on a working day - subject to the provisions of paragraph (e) of this subclause, all additional time spent travelling before or after the staff member's normal hours of duty.
 - (3) the period for which compensation is being sought is more than a quarter of an hour on any one day.
- (c) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (d) Compensation for travelling time shall be granted only in respect of 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:
- (1) time normally taken for the periodic journey from home to headquarters and return;
 - (2) any periods of excess travel of less than 30 minutes on any one day;
 - (3) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (4) time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided.
 - (5) travel not undertaken by the most practical available route;
 - (6) working on board ship where meals and accommodation are provided;
 - (7) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (8) travel overseas.
- (f) Waiting Time - When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.
- (g) Payment - Payment for travelling time calculated according to paragraphs 2 (a) and 2 (c) above shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

- (h) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (i) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

- (j) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.
- (k) Meal Allowances - A staff member who is required to travel to perform duty at a location other than their normal headquarters and who is not required to reside temporarily at a place other than the staff member's residence shall be paid the following allowances as set out in Item 1(b) of the Table for:-
- (1) breakfast when required to commence travel at or before 6.00 am and at least 1 hour before the prescribed starting time;
 - (2) an evening meal when required to travel until or beyond 6.30 pm; and
 - (3) Lunch - when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.
- (l) Accommodation, etc. Allowances (Non Government Accommodation)
- (1) A staff member who performs official duty at or from a temporary work location and, as a result, is required to obtain temporary accommodation at the temporary work location, shall be compensated for the expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform that duty.
 - (2) For the first 35 days the allowance shall be as set out in Item 2 of the Table or the actual necessary expenses for meals and accommodation (excluding morning and afternoon teas) together with an appropriate incidental expenses allowance set out in Item 3 of the Table.
 - (3) The claim under this clause may be made by the staff member at the set allowance rate for the whole of the absence on official duty or for actual expenses for the whole of the absence on official duty, but cannot be made under one of the options for part of the period of absence and under the other option for the other part of the period of absence.
 - (4) After the first 35 days and up to 6 months, subject to this clause, a staff member shall be paid an allowance at the rate set in Item 4 of the Table provided that the allowance paid to a staff member temporarily located in Broken Hill shall be increased by one-fifth.
- (m) Accommodation, etc. Allowances (Government Accommodation)
- (1) A staff member who performs official duty at or from a temporary work location and is provided with accommodation by the GHRRA shall be reimbursed meal expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform that duty, if such meals are not provided by the GHRRA. The staff member is entitled to be paid an incidental expenses allowance at the appropriate rate set out in Item 5 of the Table.
- (n) An allowance under paragraphs (2) (l) and (2) (m) of this clause is not payable in respect of:
- (1) any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence.
 - (2) any period of leave, except with the approval of the GHRRA or as otherwise provided by this clause; or
 - (3) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.

- (4) Notwithstanding subparagraph (3) of this paragraph, a staff member in receipt of an allowance under paragraphs (2) (l) or (2) (m) of this clause who is granted special leave to return to their residence at a weekend, shall be entitled to an allowance under paragraph (2) (l) in respect of the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, but is not entitled to any allowance under this clause, or any other allowance, in respect of the same period.
 - (5) Notwithstanding subparagraph (3) of this subclause, a staff member in receipt of an allowance under this subclause who, on ceasing to perform duty at or from a temporary work location, leaves that location shall be entitled to an allowance in accordance with paragraph (2) (l) of this clause in respect of the necessary period of travel to return to the staff member'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.
- (o) Adjustment of Allowances - Where the GHRRA is satisfied that an allowance under paragraphs (2) (k) Meal Allowances, (2) (l) Accommodation Allowances (Non-Government Accommodation) or (2) (m) Accommodation Allowances (Government Accommodation) of this clause is:
- (1) insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - (2) in excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the GHRRA may reduce the allowance to an amount which would reimburse the staff member for expenses properly and reasonably incurred.
- (p) Production of Receipts - Payment of any actual expenses shall be subject to the production of receipts, unless the GHRRA is prepared to accept other evidence from the staff member.
- (q) Travelling distance - the need to obtain overnight accommodation shall be determined by the Chief Executive Officer having regard to the safety of the staff member or members travelling on official business and local conditions applicable to the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Chief Executive Officer.

28. Use of Private Motor Vehicles

- (a) The GHRRA may authorise a staff member to use a private motor vehicle for work where:
- (1) such use will result in greater efficiency or involve the GHRRA in less expense than if travel were undertaken by other means; or
 - (2) where the staff member is unable to use other means of transport due to a disability.
- (b) The appropriate rate of allowance shall be paid depending on the circumstances and the purpose for which the vehicle is used and defined as:
- (1) Casual Rate means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the GHRRA for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.
 - (2) Official Business Rate means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the GHRRA and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

- (c) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act, 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the GHRRA.
- (d) A staff member who, with the approval of the GHRRA uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of the Table for the use of such private motor vehicle.
- (e) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the GHRRA, provided:
 - (1) the damage is not due to gross negligence by the staff member; and
 - (2) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (f) Provided the damage is not the fault of the staff member, the GHRRA shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (1) the damage was sustained on approved work activities; and
 - (2) the costs cannot be met under the insurance policy due to excess clauses.
- (g) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (h) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of the Table.
- (i) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

29. Study Leave (Assistance)

- (a) The GHRRA shall have the power to grant or refuse study time.
- (b) Where the GHRRA approves the grant of study time, the grant shall be subject to:
 - (1) the course being a course relevant to the GHRRA and/or the public sector; and
 - (2) the time being taken at the convenience of the GHRRA.
- (c) Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- (d) Study time may be used for:
 - (1) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (2) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or private study; and/or accumulation, subject to the conditions specified in subclauses (f), (g), (h), (i) and (j) of this clause.

- (e) Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:
- (1) Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (2) Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (3) Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses (f), (g), (h), (i) and (j) of this clause.
- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the GHRRA.
- (g) Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the GHRRA.
- (h) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- (i) Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (j) Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is sooner.
- (k) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (l) Correspondence courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (m) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- (n) Repeated subjects - Study time shall not be granted for repeated subjects.
- (o) Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- (p) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (q) The period granted as examination leave shall include:
- (1) time actually involved in the examination;

- (2) necessary travelling time;
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- (r) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (s) Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (t) All staff members are eligible to apply and no prior service requirements are necessary.
- (u) Study leave shall be granted without pay, except where the GHRRA approves financial assistance. The extent of financial assistance to be provided shall be determined by the GHRRA according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (v) Where financial assistance is approved by the GHRRA for all or part of the 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 staff member.
- (w) Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this sub clause, the GHRRA may choose to identify courses or educational programs of particular relevance or value and establish a GHRRA scholarship to encourage participation in these courses or programs. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

30. Staff Development and Training Activities

- (a) For the purpose of this clause, the following shall be regarded as staff development and training activities:
- (1) all staff development courses conducted by a NSW Public Sector organisation;
 - (2) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (3) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (b) For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- (1) activities for which study assistance is appropriate;
 - (2) activities to which other provisions of this award apply (e.g. courses conducted by trade unions); and
 - (3) activities which are of no specific relevance to the GHRRA.
- (c) Attendance of a staff member at activities considered by the GHRRA to be:
- (1) essential for the efficient operation of the GHRRA; or
 - (2) developmental and of benefit to the GHRRA

shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.

- (d) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the GHRRA:
- (1) recognition that the staff members are performing normal duties during the course;
 - (2) adjustment for the hours so worked under flexible working hours;
 - (3) payment of course fees;
 - (4) payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - (5) payment of overtime where the activity could not be conducted during the staff member's normal hours and the GHRRA is satisfied that the approval to attend constitutes a direction to work overtime under Clause 4, Overtime of this Award.
- (e) The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the GHRRA:
- (1) recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - (2) payment of course fees;
 - (3) reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - (4) such other conditions as may be considered appropriate by the GHRRA given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (f) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the GHRRA is able to release the staff member, such leave shall be granted as a charge against available recreation or extended leave, or as leave without pay.
- (g) Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

31. Protective Clothing and Equipment

- (a) Where staff members are required to work in dirty conditions or in inclement weather, or where the nature of the work otherwise so demands, the necessary protective clothing and equipment shall be supplied on loan by the GHRRA.
- (b) The Association shall be consulted in the event of there being any dispute about the need for any item of protective clothing or equipment.
- (c) Where staff members are required to wear distinctive clothing or uniforms, such will be supplied by the GHRRA.
- (d) Where staff members are required to use binoculars, such will be supplied by the GHRRA.

32. Reports

No report shall be placed with the personal records of a staff member or noted thereon unless the staff member concerned shall have been shown and signed the said report and shall have been given an opportunity of replying thereto.

33. Filling of Vacancies

All vacancies shall be brought to the notice of existing staff. All staff shall be entitled to apply for any vacancy.

34. 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:
 - (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (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*;
 - (4) 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 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.”

35. Grievance and Dispute Settlement 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 GHRRA, if required.

- (b) 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.
- (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 Chief Executive Officer or delegate.
- (d) The immediate manager, or other appropriate staff member, 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 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 working days, or as soon as practicable. 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 of the GHRRA.
- (f) If the matter remains unresolved, the Chief Executive Officer of the GHRRA 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.
- (g) A staff member, at any stage, may request to be represented by their union.
- (h) The staff member or the union on their behalf, or the GHRRA may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (i) The staff member, union and the GHRRA shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (j) Whilst the procedures outlined in subclauses (a) to (i) 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.

36. Existing Conditions

All existing privileges and conditions existing at the commencement of this award shall continue during the currency of this award.

37. Deduction of Union Membership Fees

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

- (e) Unless other arrangements are agreed to by the GHRRA and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (f) Where a staff member has already authorized the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorization in order for such deductions to continue.

38. 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 subclause 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) Occupational 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 occupational 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 *Occupational Health and Safety Act 2000* 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.

39. Area, Incidence and Duration

- (a) This award shall apply to all staff members as defined in clause 1, Definitions of this Award.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Harness Racing New South Wales) Conditions of Employment Award published 27 June 2003 (340 I.G. 108) and all variations thereof.
- (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 31 July 2007.
- (d) The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

Table of Allowances

Effective 1 July 2007

Item No.	Clause No.	Description	Amount \$
		Overtime meal allowances	
1(a)	5(a) refers to all	Breakfast Allowance	22.60
		Lunch Allowance	22.60
		Evening Meal Allowance	22.60
		Capital cities and high cost country centres	
1(b)	5(b)(1);27(2)(k)(1)	Breakfast Allowance	20.20
	5(b)(3);27(2)(k)(2)	Lunch Allowance	22.65
	5(b)(2);27(2)(k)(3)	Evening Meal Allowance	38.95
		Tier 2 and other country centres	
1(c)	5(b)(1);27(2)(k)(1)	Breakfast Allowance	18.05
	5(b)(3);27(2)(k)(2)	Lunch Allowance	20.65
	5(b)(2);27(2)(k)(3)	Evening Meal Allowance	35.60
2	27(2)(l)(2)	Accommodation Allowance (including meals and incidental expenses) in first 35 days when staying in non-Government accommodation	
		Capital cities	Per day
		Adelaide	\$242.25
		Brisbane	\$253.25
		Canberra	\$211.25
		Darwin	\$238.25
		Hobart	\$201.25
		Melbourne	\$247.25
		Perth	\$233.25
		Sydney	\$280.25
		High cost country centres	Per day
		Alice Springs (NT)	\$195.25
		Ballarat (VIC)	\$199.25
		Bendigo (VIC)	\$204.75

	Broome (WA)	\$250.25
	Bunbury (WA)	\$194.25
	Burnie (TAS)	\$210.75
	Carnarvon (WA)	\$206.75
	Christmas Island (WA)	\$217.25
	Cocos (Keeling) Island	\$197.25
	Dampier (WA)	\$247.25
	Derby (WA)	\$236.25
	Devonport (TAS)	\$203.75
	Emerald (QLD)	\$193.75
	Exmouth (WA)	\$224.75
	Geraldton (WA)	\$194.25
	Gold Coast (QLD)	\$215.25
	Halls Creek (WA)	\$222.25
	Horn Island (QLD)	\$216.25
	Jabiru (NT)	\$287.25
	Kadina (SA)	\$194.25
	Kalgoorlie (WA)	\$199.75
	Karratha (WA)	\$286.25
	Kununurra (WA)	\$244.25
	Launceston (TAS)	\$198.25
	Mackay (QLD)	\$197.25
	Maitland (NSW)	\$195.75
	Mount Gambier (SA)	\$194.25
	Mount Isa (QLD)	\$207.25
	Naracoorte (SA)	\$193.25
	Newcastle (NSW)	\$202.25
	Newman (WA)	\$233.25
	Norfolk Island	\$195.25
	Port Hedland (WA)	\$276.75
	Port Lincoln (SA)	\$193.25
	Port Macquarie (NSW)	\$200.25
	Portland (VIC)	\$198.25
	Thursday Island (QLD)	\$262.25
	Wagga Wagga (NSW)	\$197.75
	Warrnambool (VIC)	\$196.75
	Weipa (QLD)	\$222.25
	Whyalla (SA)	\$194.25
	Wollongong (NSW)	\$195.75
	Wonthaggi (VIC)	\$208.25
	Yulara (NT)	\$410.25
	Tier 2 country centres	Per day
	Albany (WA)	\$180.75
	Bairnsdale (VIC)	\$180.75
	Bathurst (NSW)	\$180.75
	Bordertown (SA)	\$180.75
	Bright (VIC)	\$180.75
	Broken Hill (NSW)	\$180.75
	Cairns (QLD)	\$180.75
	Castlemaine (VIC)	\$180.75
	Ceduna (SA)	\$180.75
	Dalby (QLD)	\$180.75
	Dubbo (NSW)	\$180.75
	Echuca (VIC)	\$180.75
	Esperance (WA)	\$180.75

		Gladstone (QLD)	\$180.75
		Horsham (VIC)	\$180.75
		Innisfail (QLD)	\$180.75
		Orange (NSW)	\$180.75
		Port Augusta (SA)	\$180.75
		Renmark (SA)	\$180.75
		Roma (QLD)	\$180.75
		Seymour (VIC)	\$180.75
		Other country centres	\$170.75
3	27(2)(l)(2)	Incidental Expense, when claiming actuals for accommodation and meals	15.45 per day
4	27(2)(l)(4)	Accommodation Allowance (after 35 days and up to 6 months)	50% of the appropriate rate
5	27(2)(m)(1)	Accommodation Allowance - Incidental expenses when staying in Government accommodation	15.45 per day
6	28(d)	Use of private motor vehicle during work related duties	Official business rate: Engine Rate per km capacity over 2601cc and over 83.0 cents 1601-2600cc 77.3 cents 1600cc or less 55.3 cents Casual Rate: Engine Rate per km capacity 2601cc and over 29.5 cents 1601-2600cc 27.4 cents 1600cc or less 23.1cents
	28(d)	Motor cycle allowance Normal business During transport disruptions	Rate per km 36.4 cents 18.3 cents
	28(d)	Towing a trailer or horse float	Rate per km 10.7 cents
	28(d)	Transport allowance Over 1600 cc 1600 cc and under	Rate per km 35.4 cents 29.6 cents

APPENDIX A

(i) Personal Carers entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (ii) below 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 the evidentiary requirements set out below in (d), and the notice requirements set out in (e).

- (b) The GHRRA and the casual 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) The GHRRA must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the GHRRA to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual 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 GHRRA 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, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the GHRRA of their inability to attend for duty. If it is not reasonably practicable to inform the GHRRA during the ordinary hours of the first day or shift of such absence, the employee will inform the GHRRA within 24 hours of the absence.
- (ii) A family member for the purposes of (i)(a) above is:
 - (a) a spouse of the staff member; or
 - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; 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 or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member 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.

- (iii) 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 family member on production of satisfactory evidence (if required by the GHRRA).
 - (b) The GHRRA and the casual 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) The GHRRA must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the GHRRA to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the GHRRA of their inability to attend for duty. If it is not reasonably practicable to inform the GHRRA during the ordinary hours of the first day or shift of such absence, the employee will inform the GHRRA within 24 hours of the absence.

APPENDIX B

- (i) 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).
- (ii) The GHRRA must not fail to re-engage a regular casual employee (see section 53 (2) of the *Industrial Relations Act 1996* (NSW) 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 the GHRRA in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (iii) Right to request
 - (a) A staff member entitled to parental leave may request the GHRRA to allow the staff member:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age.

to assist the staff member in reconciling work and parental responsibilities.
 - (b) The GHRRA shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the GHRRA's 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 the GHRRA's decision to be in writing

The staff member's request and the GHRRA's decision made under (iii)(a) and (iii)(b) must be recorded in writing.

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

Where a staff member wishes to make a request under (iii)(a)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the staff member is due to return to work from parental leave.

(iv) Communication during parental leave

- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the GHRRA shall take reasonable steps to:
- (1) 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 parental leave; and
 - (2) 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 the staff member held before commencing parental leave.
- (b) The staff member shall take reasonable steps to inform the GHRRA about any significant matter that will affect the staff member's decision regarding the duration of 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) The staff member shall also notify the GHRRA of changes of address or other contact details which might affect the GHRRA's capacity to comply with paragraph (a).

R. W. HARRISON *D.P.*

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 609 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Notice of Transfer
3.	Leave
4.	Cost of Temporary Accommodation
5.	Excess Rent Assistance
6.	Removal Costs
7.	Storage of Furniture
8.	Costs of Personal Transport
9.	Compensation for Depreciation and Disturbance
10.	Education of Children
11.	Conveyancing and Other Costs
12.	Refund of Stamp Duty, Registration of Transfer and Mortgage Fees
13.	Incidental Costs Upon Change of Residence
14.	Relocation on Retirement
15.	Travelling Time
16.	Existing Entitlements
17.	Anti-Discrimination
18.	Dispute Resolution Procedures
19.	Area, Incidence and Duration

1. Definitions

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

"Department" means a department listed in Column 1 of Schedule 1 to the *Public Sector Employment and Management Act 2002*.

"Department Head" means the chief executive officer of a department as defined in the *Public Sector Employment and Management Act 2002*.

"Officer" means a person employed in any capacity under Part 2 of the *Public Sector Employment and Management Act 2002*, and includes:

- (a) a chief executive officer or a senior executive officer appointed under that Part, and

- (b) an officer on probation

but does not include a temporary or casual employee.

"Director of Employment Office" or "DPE" means the Director of Public Employment established under Part 6 of the *Public Sector Employment and Management Act 2002*.

"Temporary Employee" means a person employed under Part 2.4 of the *Public Sector Employment and Management Act 2002*.

"Transferred Employee" shall mean a transferred officer or transferred temporary employee as defined under this Award.

"Transferred Officer" shall mean an officer who has been assigned to a new location, other than from one part of the metropolitan area to another, at which duty is to be performed, and who, as a consequence of such assignment, finds it necessary to leave existing residence and seek or take up a new residence, but shall not include an officer transferred -

- (a) at own request;
- (b) under an arrangement between officers to exchange positions;
- (c) on account of any misconduct;

unless the department head otherwise approves.

"Transferred Temporary Employee" means a temporary employee whose task or project, or position has been moved to a new location, other than from one part of the metropolitan area to another, and who is required by the Department Head to complete the remainder of their temporary employment, or extension of temporary employment, at the new location and who, as a consequence of such assignment, finds it necessary to leave existing residence and seek or take up a new residence, but shall not include a temporary employee:

- (a) transferred at own request;
- (b) appointed to a permanent or another temporary position they have applied for via a merit selection process;

unless the department head otherwise approves.

2. Notice of Transfer

The department head shall give, in writing, as long a period of notice of transfer as is practicable, provided that, except in special or urgent circumstances, a transferred employee shall not be so transferred unless at least ten working days notice of transfer in writing prior to the actual date of transfer has been received.

3. Leave

- (i) A transferred employee assigned to duty at a new location shall be entitled to special leave on the following basis:
 - (a) two days on full pay for the purpose of visiting the new location with a view to obtaining suitable accommodation;
 - (b) two days on full pay for the purpose of preparation and packing of personal and household effects prior to removal or two days for the purpose of arranging storage;
 - (c) such leave as is necessary, on full pay to travel to the new location for the purpose of commencing duty, and/or for the purposes referred to in paragraph (a) of this subclause;

- (d) one day on full pay for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises;

provided that where the purposes referred to in paragraphs (a), (b), (c) and (d) of this subclause are achieved in a lesser time than those specified, the transferred employee shall be entitled to leave on full pay for that lesser time and provided also where the purposes referred to in those subparagraphs cannot be achieved in the time specified the department head may grant such extra leave as it considers necessary.

When a transferred employee in accordance with paragraph (a) of this subclause, travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the transferred employee shall, subject to the production of receipts be reimbursed reasonable and actual cost of accommodation and meals for self and a member of the household, provided the amount to be reimbursed does not exceed that allowed under clause 30, Travelling allowances when staying in non government owned accommodation of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

- (ii) Provided suitable arrangements can be made for the performance of duties during the transferred employee's absences, a transferred employee who has been unable to secure accommodation for the family at the new headquarters shall be entitled to sufficient special leave to permit a return home at weekends once each month and spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with such weekend and on which the transferred employee would not normally be rostered for duty. Such leave shall be limited to the time necessarily required in travelling in each case on the day preceding and the day following such weekend or long weekend, as the case may be.

Where a transferred employee is located in a district where a return home once each month in terms of the foregoing paragraph is not possible such employee after four weeks at the new headquarters, shall be entitled to sufficient leave to allow the transferred employee two consecutive days and nights at a weekend with the family. Thereafter such employee shall be allowed to accumulate special leave at the rate of two days per month until sufficient leave is available to allow a return home at a weekend for a similar period.

4. Cost of Temporary Accommodation

- (i) For the purposes of this clause, temporary accommodation shall not include Government owned residences, or privately owned rented accommodation, i.e., house or flat.
- (ii) Where a transferred employee maintaining dependant relatives in the home -
 - (a) is required to vacate the existing residence prior to departure for the new location; and/or
 - (b) finds it necessary to secure board and lodging for self and dependant relatives at the new location pending a residence becoming available, such employee shall, if the total necessary costs for board and lodging so incurred exceed the amount calculated in accordance with the following scale, be paid an allowance to the extent of the excess costs incurred, subject to the maximum allowance payable thereunder being \$254 per week;

Salary of 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

Provided that where permanent accommodation is not available and a transferred employee moves to the new location ahead of the dependants, necessary board and lodging expenses in excess of \$51 per week and up to a maximum allowance of \$254 per week, shall be payable.

- (iii) Where a transferred employee not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, such employee shall be paid an allowance of up to 50 per cent of the total costs of board and lodging expenses incurred for a maximum period of four weeks, subject to the maximum allowance so payable not exceeding \$254 per week.

Where the period of four weeks referred to above is not sufficient for the transferred employee to obtain suitable permanent accommodation, the department head will consider each case on its merits but will require full particulars to be supplied.

- (iv) Payment of allowances under subclauses (ii) and (iii) of this clause shall in all cases be subject to:
- (a) the production of receipts;
 - (b) a written undertaking by the employee that any reasonable offer of accommodation will be accepted;
 - (c) evidence that the employee is taking all reasonable steps to secure a residence at the new location;
 - (d) where a department head considers that a transferred employee has refused to accept reasonable suitable accommodation, and as a result thereof the payment of an allowance under this clause has been discontinued, the matter may be referred by the employee or the Association to a committee consisting of two representatives of the Association and two representatives of the DPE. In the event of no mutual decision being arrived at by such a Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

5. Excess Rent Assistance

Where a transferred employee rents privately owned accommodation at the new location, such as a house or flat, and incurs excess rent as defined in clause (2) subclause (iii) of the Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No 2354 of 1981, such employee is eligible for assistance under that Agreement.

6. Removal Costs

- (i) A transferred employee shall be entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location, including expenses actually and reasonably incurred by employees and their families for meals and accommodation during the course of the journey where the department head is satisfied that the journey was travelled by the shortest practicable route and completed within a reasonable time.
- (ii) Where an employee who uses a private vehicle for the purposes of official business finds it necessary to transport another private vehicle, normally used by a dependant relative maintained by the employee in the household, the cost of transporting or driving that vehicle to the employee's new location shall be deemed to be part of removal costs and the employee shall be allowed the option of being paid:
- (a) the cost of transportation by either rail or road transport, or
 - (b) where the vehicle is driven to the new location, car allowance at the casual journey rate prescribed from time to time.
- (iii) Removal expenses allowed under this award shall include the cost of insuring furniture and effects whilst in transit up to an amount of \$38,000. Where the insured value exceeds that amount, the case should be referred to the department head for consideration.

- (iv) An advance to cover the whole or part of removal expenses allowed under this clause shall be made to the employee. The amount of the advance shall be adjusted by the employee within one month of the employee incurring the cost of the removal, unless the department head otherwise approves.
- (v) Where, due to circumstances beyond the control of the transferred employee, the furniture and effects of such employee arrive late at the new location, or are moved before the employee's departure from the previous location, such employee shall be reimbursed expenses for meals and accommodation properly and reasonably incurred by self and any dependants.

7. Storage of Furniture

Where the Department is satisfied that a transferred employee is unable to secure suitable accommodation at the new location and is required to store furniture while waiting to secure a residence, the cost of storage and cartage to the store and from the store to the employee's residence shall be allowed. The employee shall also be allowed the cost of insurance of furniture while in storage upon the same basis as prescribed in subclause (iii) of clause 6, Removal Costs, of this award.

8. Costs of Personal Transport

- (i) A transferred employee shall be entitled to the option of the first class rail fare or reimbursement for the use of a private vehicle on the following basis:
 - (a) For self and one member of the household when proceeding on leave as in paragraph (a) of subclause (i) of clause 3, Leave, of this award.
 - (b) For self and all members of the household when proceeding on leave as in paragraph (c) of subclause (i) of clause 3, Leave, of this award, in so far as that paragraph refers to the commencement of duty; provided that where the members of the employee's household do not travel on the occasion on which such leave is taken, the entitlement to costs for their personal transport shall be deferred until such time as travel to take up residence at the employee's new location occurs.
 - (c) For self when proceeding on leave for the purposes of subclause (ii) of clause 3, Leave, of this award.
- (ii) Where an employee elects to use a private vehicle such employee shall be paid a car allowance at the casual rate prescribed from time to time, except in respect of travel by the employee involved in the taking up of duty at the new location in which case payment shall be at the official business rate prescribed from time to time.
- (iii) Car allowance paid in respect of travel under paragraph (a) of subclause (i) of this clause shall not exceed the cost of first class rail fares for the transferred employee and one member of the household; and under paragraph (c) of the said subclause (i), the cost of first class rail fares for the transferred employee.
- (iv) Where an overall saving to the Government would eventuate, an employee and one member of the household when proceeding on leave as in paragraph (a) of subclause (i) of clause 3, Leave, of this award, shall be entitled to economy class air fares in lieu of first class rail fares or reimbursement for the use of a private motor vehicle subject to the policy as laid down from time to time by the Department of Premier and Cabinet for use of air travel.

9. Compensation for Depreciation and Disturbance

A transferred employee shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location, occasioned by the relocation. Such entitlement shall be \$1,126 where the department head is satisfied that such employee has removed a substantial portion of what constitutes normal household furniture, furnishings and fittings of not less value than \$7,037; a pro rata amount being payable where the value is less than \$7,037.

10. Education of Children

A transferred employee shall be reimbursed:

- (i) The cost of board and lodging in respect of dependant children undergoing secondary education in Year 12 at a school in the employee's old location where elected subjects are not available at a school at the employee's new location. In such case, the employee, on production of receipts of payment and a certificate from the Department of Education and Training that the elected subjects are not available at a school at an employee's new location, shall be granted an allowance to meet such costs. In these cases, the parent/guardian will be required to pay the first \$27 of the board and lodging expenses and the employee's Department will reimburse further costs up to a maximum of \$56 per week for each child;
- (ii) The cost of those items of essential school clothing listed hereunder that are required to be replaced or purchased as a direct result of the employee's transfer from the former location to the new location requiring the changing of schools. When an item of clothing required at the new school is not included in the basic list, the department head will consider reimbursing the transferred employee the cost of same, but will require full particulars and the circumstances surrounding the requirement to purchase.

Basic Items

Male	
Winter Uniforms	Summer Uniforms
1 Suit Coat	3 shirts
2 pairs of winter trousers	2 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	
1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes	
1 track suit/sports uniform (but not both)	
1 pair of sandshoes	
Female	
Winter Uniforms	Summer Uniforms
1 hat	3 blouses
1 blazer	2 tunics
2 tunics	3 pairs of stockings/socks
3 blouses	
1 tie	
3 pairs of stockings/socks	
1 pair of gloves	
1 pair of shoes	
1 tracksuit/sports uniform (but not both)	
1 pair of sandshoes	
1 jumper/cardigan	

11. Conveyancing and Other Costs

- (i) A transferred employee who as a consequence of the transfer to a new location -
 - (a) sells a residence at the former location, and
 - (b) buys a residence or land upon which to erect a residence at the new location shall, subject to the conditions prescribed in subclause (ii) of this clause, be entitled to reimbursement of the following expenses incurred in such transactions -
 - (1) where a solicitor or a registered conveyancing company has been engaged to act on behalf of the employee in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions;

- (2) stamp duty as per clause 12 of this award;
 - (3) where the employee has engaged an estate agent to sell the residence at the former location, the commission paid to the estate agent in respect of such sale.
- (ii)
- (a) Reimbursement of expenses under this clause shall only be made where the sale of the employee's former residence and the purchase of either a residence or land upon which to erect a residence at the new location are effected within a period commencing not earlier than six months prior to the employee's transfer and ending not more than four years after such transfer.
 - (b) A transferred employee owning a residence at a former location but who has taken up rented accommodation on transfer shall be regarded as covered by the award provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or a subsequent transfer, provided a period of not more than 4 years has elapsed since the employee's immediately preceding transfer.
 - (c) Where it is not practicable for the transferred employee to purchase a residence in the new location and such employee has disposed of the former residence, such employee is not to be excluded from the award benefit when subsequently purchasing a residence in the new location on a current or subsequent transfer within the time allowed in paragraph (b) of this subclause.
 - (d) The Department Head will be prepared to consider individual cases where the four-year period referred to in paragraphs (a), (b) and (c) of this subclause has been exceeded but will require full details of why sale and/or purchase of the transferred employee's residence could not be completed in the 4-year period.
 - (e) The maximum amounts which an employee may be reimbursed under this clause shall be limited to the amounts which would be payable had the sale and purchase prices of the properties involved been \$520,000 in each case.

12. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees

- (i) A transferred employee who as a consequence of the transfer to a new location:
- (a) sells a residence at the former location, and
 - (b) buys a residence or land upon which to erect a residence at the new location, shall be entitled to reimbursement of:
 - (i) stamp duty paid in respect of the purchase of the residence, or the land, and a house erected on that land at the new location, and
 - (ii) stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions mentioned in paragraphs (a) and (b) of this subclause;
 - (iii) registration fees on transfers and mortgages on the residence, or the land and a house erected on the land, on the following basis:
 - (1) where the purchase is completed and the transferred employee enters into occupation of the residence within 15 months of transfer, such employee will be eligible for the reimbursement of stamp duty in full;
 - (2) where the occupation of the residence purchased or erected as a result of transfer is not completed within 15 months but is completed within 4 years of transfer, reimbursement of stamp duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties involved been \$520,000 in each case.

- (ii) A transferred employee who as a consequence of the transfer to a new location:
- (a) does not sell a residence at the former location, but
 - (b) buys a residence or land upon which to erect a residence at the new location, shall be entitled to reimbursement of:
 - (1) stamp duty paid in respect of the purchase of the residence or the land, and a house erected on that land at the new location,
 - (2) stamp duty paid on any mortgage entered into in connection with the purchase and
 - (3) registration fees on transfer and mortgages on the residence or the land and house erected on that land
- provided the employee enters into occupation of the residence within 15 months of transfer to the new location.

13. Incidental Costs Upon Change of Residence

- (i) Where a transferred employee entitled to the reimbursement of conveyancing and other costs under clause 11, Conveyancing and Other Costs, of this award, purchases a residence or the land upon which to erect a residence at the new location prior to the sale of the former residence, such employee shall be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted, provided that the department head may require the employee to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.
- (ii) A transferred employee shall be entitled to reimbursement of any costs incurred in respect of the connection of gas and/or electricity supplies not being refundable costs and of telephone installation at the new residence, provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence.
- (iii) A transferred employee entitled to the reimbursement of conveyancing and other costs under clause 11, Conveyancing and Other Costs, of this award shall be entitled to reimbursement of the cost of survey certificates, pest certificates and/or building society registration fees reasonably incurred in seeking financial accommodation for the purpose of purchasing a new residence or the land upon which to erect a new residence at the new location, and the fees associated with discharging the mortgage on the employee's former residence.
- (iv) A transferred employee shall be entitled to reimbursement for the fees charged by Australia Post for the re-direction of mail for the first month following the vacation of the former residence.

14. Relocation on Retirement

- (i) Upon retirement from the Public Service at a place other than the place of original recruitment to the Public Service, an officer shall be entitled to be reimbursed the costs actually and necessarily incurred in removing personal and household effects to a location of the officer's choice, together with the cost of insuring the same against damage in transit on the basis provided for in subclause (iii) of clause 6, Removal Costs, of this award, provided:
 - (a) that the maximum amount of such reimbursement shall be limited to that payable had the officer moved to the place of original recruitment to the Public Service; and
 - (b) the officer's relocation is effected within the period of 12 months following date of retirement.
- (ii) Upon the death of an officer, the provisions referred to above shall apply to any claims made by the widow or widower within a period of 12 months of the transferred officer's death.

- (iii) The Director of Public Employment will be prepared to consider any claims by children or dependant relatives of the deceased officer in similar circumstances but will require full particulars as to the reasons for special consideration.

15. Travelling Time

Nothing in paragraph (c) of subclause (i) of clause 3, Leave of this award shall deprive a transferred employee of compensation for time spent in travelling as provided in clause 27, Excess travelling time and clause 28, Waiting time of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

16. Existing Entitlements

This award shall not operate so as to deprive a transferred employee assigned to a new location at which duties are performed, of any existing entitlements to compensation. Such entitlements are hereby expressly preserved.

17. 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.
 - (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."

18. Dispute Resolution 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 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.
- (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 staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate 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 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 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 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 Department Head.
- (vi) The Department Head may refer the matter to the DPE for consideration.
- (vii) If the matter remains unresolved, the Department 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.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf, or the Department 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.
- (x) The staff member, Association, Department and DPE shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales 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 staff member or member of the public.

19. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Transferred Officers Compensation) Award published 24 September 2004 (346 I.G. 537) 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 IG 359) take effect on and from 31 July 2007.

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

R. W. HARRISON *D.P.*

TRANSPORT INDUSTRY - REDUNDANCY (STATE) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 7121 of 2003)

Before Mr Deputy President Sams

2 August 2007

CONTRACT DETERMINATION

1. Arrangement

1. Arrangement
2. Title
3. Application and Duration
4. Introduction of Change
5. Redundancy
6. Severance Pay
7. Dispute Resolution Procedures
8. Anti-Discrimination
9. Savings Clause
10. Definitions

2. Title

This contract determination shall be known as the Transport Industry - Redundancy (State) Contract Determination.

3. Application and Duration

- (i) This contract determination shall apply to all contracts of carriage and shall bind all carriers and principal contractors party to such contracts of carriage, except for contracts of carriage where the principal contractor engages less than 15 employees and carriers in total immediately prior to the termination of engagement for reasons arising from changes in production, program, organization, structure or technology.
- (ii) Notwithstanding anything contained elsewhere in this contract determination, this contract determination shall not apply where the termination is as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty.
- (iii) This determination shall, subject to clause 9(iv), operate as a variation to any other contract determination that otherwise would apply, to the extent of any inconsistency.
- (iv) This contract determination shall take effect on 2 August 2007 and shall remain in force for a period of 3 years.

4. Introduction of Change

- (i) Principal Contractors Duty to Notify
 - (a) Where a principal contractor has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant

effects on carriers, the principal contractor shall notify the carriers who may be affected by the proposed changes and the union to which they belong.

- (b) "Significant effects" include termination of engagement, major changes in the composition, operation or size of the principal contractor'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 carriers to other work or locations and the restructuring of jobs.

(ii) **Principal Contractor's Duty to Discuss Change**

- (a) The principal contractor shall discuss with the carriers affected and the union, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on carriers and measures to avert or mitigate the adverse effects of such changes on carriers, and shall give prompt consideration to matters raised by the carriers and/or the union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the principal contractor to make the changes referred to in subclause (i) of this clause.
- (c) For the purpose of such discussions, the principal contractor shall provide to the carriers concerned and the union all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on carriers and any other matters likely to affect carriers, provided that any principal contractor shall not be required to disclose confidential information the disclosure of which would adversely affect the principal contractor.

5. Redundancy

Discussions Before Terminations

- (a) Where a principal contractor has made a definite decision that the principal contractor no longer wishes the job the carrier has been doing done by anyone pursuant to paragraph (a) of subclause (i) of Clause 4, Introduction of Change, and that decision may lead to the termination of engagement, the principal contractor shall hold discussions with the carriers directly affected and with the union.
- (b) The discussions shall take place as soon as practicable after the principal contractor has made a definite decision which will invoke the provision of subclause (a) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the carriers concerned.
- (c) For the purposes of the discussion the principal contractor shall, as soon as practicable, provide to the carriers concerned and the union all relevant information about the proposed terminations, the number and categories of carriers likely to be affected, and the number of carriers normally engaged and the period over which the terminations are likely to be carried out.

Provided that any principal contractor shall not be required to disclose confidential information, the disclosure of which would adversely affect the principal contractor.

6. Severance Pay

- (i) Where a carrier is to be terminated for reasons arising from changes in production, program, organisation, structure or technology, subject to further order of the Commission, the principal contractor shall pay the carrier the following severance pay in respect of a continuous period of engagement:
 - (a) If the natural person who performs the driving or riding duties pursuant to the contract of carriage between the principal contractor and the carrier (being a person permitted to do so under paragraphs (a), (b) or (c) of section 309(1) of the NSW *Industrial Relations Act* 1996 is under 45 years of age, the principal contractor shall pay in accordance with the following scale:

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

- (b) Where the natural person who performs the driving or riding duties pursuant to the contract of carriage between the principal contractor and the carrier (being a person permitted to do so under paragraphs (a), (b) or (c) of section 309(1) of the NSW *Industrial Relations Act* 1996 is 45 years old or over, the entitlement shall be in accordance with the following scale:

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

- (c) "Weeks pay" means the weekly average gross remuneration the carrier received from the principal contractor for the previous twelve month for work performed by the carrier on behalf of the principal contractor, less the percentage amounts set out in Schedule A to this contract determination on account of running costs.
- (ii) Incapacity to pay - Subject to an application by the principal contractor and further order of the Commission, a principal contractor may pay a lesser amount (or no amount) of severance pay than that contained in subclause (i) of this clause.

The Commission shall have regard to such financial and other resources of the principal contractor concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) of this clause will have on the principal contractor.

- (iii) Alternative work - Subject to an application by the principal contractor and further order of the Commission, a principal contractor may pay a lesser amount (or no amount) of severance pay than that contained in subclause (i) of this clause if the principal contractor obtains acceptable alternative work for the carrier.
- (iv) Severance pay not to be construed as pay in lieu of reasonable notice - The severance pay in subclause (i) of this clause shall not be construed as satisfying, either in whole or in part, the principal contractor's obligation to provide reasonable notice of termination or pay in lieu thereof.

7. Dispute Resolution Procedures

- (i) Any disagreements or disputes arising from the implementation of this contract determination shall be resolved as follows:
- (a) Discussions shall occur between the principal contractor and the carriers concerned. A carrier may request that the Secretary of the union or his nominee represent the carrier; and
- (b) If these negotiations are unsuccessful the dispute shall be referred to the Commission for conciliation and/or arbitration.

8. Anti - Discrimination

- (i) It is the intention of the parties bound by this contract determination to seek to achieve the object in section 3(f) of the NSW *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 contract determination the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this contract determination 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 contract determination which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - (c) a party to this contract determination from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (iv) 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.

9. Savings Clause

- (i) Nothing in this contract determination shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which a carrier may be entitled to under any existing redundancy arrangement.
- (ii) Nothing in this contract determination shall be construed as abrogating, detracting or diminishing any claim which a carrier may have against a principal contractor with respect to:
 - (a) any sum of money (however described) paid by the carrier as a premium or fee paid in connection with the entry by the carrier into the contract(s) of carriage with the principal contractor or a predecessor to the principal contractor; or
 - (b) the loss of utility and/or diminution of value of the vehicle previously used by the carrier in connection with the contract(s) of carriage with the principal contractor as a consequence of the carrier's termination by the principal contractor. Providing that the fixed costs component of any severance payment under this contract determination may be offset against such a claim.
- (iii) Nothing in this contract determination, including these provisions relating to severance pay, shall be construed as replacing, diminishing or in any way affecting any existing rights which carriers have, whether under a contract determination, contract agreement, or any collective or individual agreement, contract or arrangement, to a payment upon termination of engagement where that payment is not in the nature of severance or redundancy pay.
- (iv) Notwithstanding subclause (iii), where a contract carrier engaged under a relevant contract determination has received a termination payment from a principal contractor the amount payable under this Determination shall be reduced by the same amount. Where a termination payment has been made which is greater than the amount payable under this Determination then no further amount shall be payable to the carrier.

For the purposes of this subclause:

- (a) "relevant contract determination" shall mean the Boral Country - Concrete and Quarries Contract Determination [357 IG 214], Boral Resources (NSW) Sydney Metropolitan Concrete Contract Determination [354 IG 301], Hanson Construction Material Pty Ltd Concrete Carriers Contract Determination [354 IG 272], Transport Industry - Readymix Holdings Pty Ltd Concrete Cartage Contract Determination [348 IG 1028], or the Transport Industry - Metromix Concrete Haulage Contract Determination [349 IG 1025].
- (b) "termination payment" shall mean any payment made by the principal contractor to the contract carrier on termination of the carrier's engagement and shall include any redundancy or severance payment, any truck purchase payment, truck lease payout payment, and any company dissolution payment made by the principal contractor in connection with the termination.

10. Definitions

- (i) In this contract determination, unless otherwise required by the context:

"Agreement" means an agreement between a principal contractor and either the Union or a group of carriers.

"Carrier" means a carrier undertaking a contract of carriage, as defined by Section 309 of the NSW *Industrial Relations Act 1996*, as amended.

"Commission" means the Industrial Relations Commission of New South Wales.

"Contract Agreement" means an agreement between a principal contractor and either the Union or a group of carriers, approved by the Industrial Relations Commission of New South Wales, in accordance with the provisions of the *Industrial Relations Act 1996* as amended.

"Engagement" means regular and/or systematic engagement for a period of at least 6 months.

"Years of Engagement" includes the years of engagement of the carrier with a previous principal contractor where that previous principal contractor has transmitted all or part of its business to the current principal contractor.

"Termination" includes where the principal contractor ceases to enter into contracts of carriage with a carrier or ceases to allocate work to a carrier or where a fixed term contract of carriage terminates.

"Union" means the Transport Workers' Union of New South Wales.

Words importing the singular number shall include the plural number and vice versa.

Words importing the male gender shall include the female gender and words importing persons shall include corporations.

SCHEDULE A

Running Costs Component

Class Of Vehicle	Percentage of Costs (%)
Rigid vehicle only:	
Less than 2 tonnes	18.90
Not less than 2 tonnes and less than 5 tonnes	21.00
Not less than 5 tonnes and less than 8 tonnes	24.11
Not less than 8 tonnes and less than 10 tonnes	23.20
Not less than 10 tonnes and less than 12 tonnes	25.56
Not less than 12 tonnes and less than 14 tonnes	26.14

Not less than 14 tonnes	28.00
Single Axle Drive Prime Mover	30.70
Bogie Axle Drive Prime Mover	28.52

NOTE: The percentage of costs attributable to the running component is calculated as being the average cost of the running component of the costs over a five year period.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(514)

SERIAL C5960**OYSTER FARMS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1169 of 2007)

Before Commissioner Cambridge

1 August 2007

VARIATION

1. Delete subclause (vi) of clause 2, Wages, of the award published 11 May 2001 (324 I.G. 757) and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
General Hand	554.10	20.00	574.10

Leading Hands - In Charge of 3 or more employees - \$21.00

Table 2 - Other Rates and Allowances

Item No	Clause No	Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	14	First-Aid per day	2.00	2.10
2	17(ii)	Travelling - meal each occasion	7.75	8.05
3	17(ii)	Travelling - Accommodation per night	33.50	34.65

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2007.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

POULTRY FARM EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1168 of 2007)

Before Commissioner Cambridge

1 August 2007

VARIATION

1. Delete clause 6, Safety Net Commitments, of the award published 12 April 2001 (323 I.G. 1069) and insert in lieu thereof the following:

6. Safety Net Commitments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case increases and minimum rates adjustments

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
General Hand	504.40	27.00	531.40
Stock Hand	535.70	20.00	555.70
Authorised Tester	598.20	20.00	618.20
Rural Tradesperson	598.20	20.00	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Classification	SWC 2006 Amount \$	SWC 2007 Amount \$
1	4 (vii)(a)	Leading Hands	17.60	18.30
2	4(vii)(b)	Leading Hands	23.85	24.80
3	4 (ix)	Cleaning	1.65	1.70
4	8 (ii)	Overtime Meal Allowance	9.30	9.65
5	19 (ii)	First-aid	2.30	2.40

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2007.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

FRUIT PACKING HOUSES EMPLOYEES (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1174 of 2007)

Before Commissioner Cambridge

1 August 2007

VARIATION

1. Delete subclause (B) of clause 2, Rates of Pay, of the award published 10 November 2000 (320 I.G. 31) and insert in lieu thereof the following:
 - (B) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. 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.

2. Delete Section 1 - Adult Employees, of Table 1 - Wages, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

SECTION 1 - ADULT EMPLOYEES

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Senior Classer (dried fruits) (95%)	575.40	20.00	595.40
General Hand - Class (II) An employee whose duties include: classer (dried fruits), blender and/or Typer (dried fruits), weigher-in, sweat lumper (93%)	567.00	20.00	587.00
General Hand Class (I) i.e. Packer (experienced), Packer, tray pack and cell pack, Grader or sorter, Pulling away from front door to stacks and/or from stacks to feeding hoppers, Dipper (hot), Cool Store Hand (i.e. a person who is engaged for at least 50 per cent of his/her time in any one day in cool store chamber), Employee bringing fruit from and putting fruit into cool store chambers, Handling and/or stacking 25 kg to 27 kg boxes, Repairing boxes, crates, sweats, cases or trays, Nailer down, Wirer, Operator - crimper machine, Operator of press (both ends), Operator of circular saw, Steaming and/or cleaning down machinery, Washing stacking loading and/or dipping sweat bowes, General Labourer not elsewhere classified (83%)	525.30	20.00	545.30
Boxmaker, Maintenance Worker in charge of machinery, Fork Lift Driver or driver of power trolley tow motor or other power-propelled vehicle, Boiler Attendant, Furnace Attendant (90.5%)	556.60	20.00	576.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	2(A)(ii)	Leading Hand - 3 to 8 employees	17.35 p/wk	18.05 p/wk
2	2(A)(ii)	Leading Hand- 9 or more employees	24.25 p/wk	25.20 p/wk
3	15	Meal Allowance - 1 ½ hours overtime	7.85	8.15
4	15	Meal Allowance - Overtime notified but not required	7.85	8.15
5	16(ii)	Travel Allowance - Overtime Stay	68.35	70.65
6	16(ii)	Meal Allowance - Overnight Stay	7.85	8.15
7	17	Wet Work	2.85	2.95
8	24(ii)	First -Aid	1.80	1.85

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after the 8 September 2007.

I. W. CAMBRIDGE, Commissioner

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(180)

SERIAL C5948

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1274 of 2007)

Before Commissioner Cambridge

8 August 2007

VARIATION

1. Delete subclause 3.6 of clause 3, Wages of the award published 17 March 2006 (358 I.G. 1) and insert in lieu thereof the following:
- 3.6 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These Adjustments may offset against:
 - (a) Any equivalent over-award payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Table 2 - Additional Margins, and Table 3 - Additional Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

Table 2 - Additional Margins

To take effect from the first pay period to commence on or after the 8th August 2007.

Item No.	Clause No.	Brief Description	Amount \$
1	3.3.1.1	Qualified Supervisor Certificate (Electrician)	32.05 per week
2	3.3.1.2	Certificate of Registration (Electrician)	17.25 per week
3	3.3.2	Leading Hand Allowance	43.25 per week
4	3.3.3	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
5	3.3.4.1	Construction Work - Special Allowance	36.75 per week
6	3.3.5	Ship Repair Work - Tradespersons All other labour	12.80 per week 10.40 per week
7	3.3.6	Tradesperson and their assistants employed in large operating power houses	16.85 per week
8	3.5.1.2	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
9	3.5.1.3	Apprentices engaged on ship repairs	12.80 per week
10	3.5.1.4	Apprentices engaged on construction work - Year of Apprenticeship 1st year 2nd year 3rd year 4th year	22.45 32.75 42.35 50.20

11	3.5.2.2	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
12	3.5.2.3	Trainee Apprentices engaged on ship repairs	12.80 per week
13	3.5.2.5	Trainee apprentices engaged on construction work - Year of Apprenticeship: 1st year 2nd year 3rd year 4th year	Per week 23.80 36.50 46.10 52.20
14	5.3	Tool Allowance	13.30 per week
14	5.6	Loss of Tools - maximum compensation	439.80
14	5.7	Employee liable to pay on each claim for compensation	The first 71.40

Table 3 -Additional Allowances

To take effect from the first pay period to commence on or after the 8th August 2007.

Item No.	Clause No.	Brief Description	Amount \$
1	15.1.1	Dirty Work Allowance	0.47 per hour
2	15.1.1.2.4	Ship Repair - Dirty Work Allowance	0.60 per hour
3	15.1.2	Confined Space Allowance	0.59 per hour
4	15.1.3	Insulation Material Allowance	0.60 per hour
5	15.1.4.1	Height Allowance - for each further 15 meters increase in height	0.51 per hour 0.51 per hour
	15.1.4.2	Working in bosun's chair or swinging scaffold at height of -15m -for each additional 15m	0.51 per hour 0.51 per hour
6	15.1.5	Wet Allowance	0.47 per hour
7	15.1.6	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.47 per hour 0.60 per hour
8	15.1.7	Cold Places Allowance	0.47 per hour
9	15.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.26 per day
10	15.1.9 15.1.9.4	Toxic Substance Allowance Employees working in close proximity to employees so engaged with such substances	0.61 per hour 0.51 per hour
11	15.1.10 15.1.10.5	Underground Work Allowance Underground Work Allowance maximum 4 days or shifts per week	10.83 per week 2.17 per day or shift
12	15.1.11.1 15.1.11.2 15.1.11.3	Submarine Allowance - for work inside hull For work in other compartments listed in 4.1.11.2 For work inside "D", "O" and "R" tanks	0.85 per hour 1.41 per hour 1.67 per hour
13	15.1.12.4	Asbestos Allowance	1.68 per hour
14	15.1.13	Sewerage Ocean Outfall Plants Allowance	0.86 per hour
15	15.2.2.1	On construction work at the construction sites of Australian Iron and Steel Ltd and others - Compensation for disabilities experienced at these sites	44.73 per week
16	15.2.2	Corrective Establishment Allowance	1.27 per hour
17	16.4.3	5 storey levels up to and including 15 storey levels From 16 storey levels up to and including 30 storey levels From 31 storey levels up to and including 45 storey levels From 46 storey levels up to and including 60 storey levels From 61 storey levels and above	0.43 per hour 0.51 per hour 0.78 per hour 1.00 per hour 1.26 per hour

18	17 17.1 17.2 17.3	Distant Places Allowance - Central Section Western Division Snowy Mountains Section	1.05 per day 1.74 per day 1.74 per day
19	28.3	First-aid Allowance	2.40 per day
20	19.5.1A.2	On Call Allowance - every part of 24 hour period outside of ordinary working hours between shifts	1.81 per hour
21	19.5.1A.3	On Call Allowance - every part of 24 hour period outside of ordinary working hours between shifts	1.81 per hour
22	19.5.1A.4	On Call Allowance - every full 24 hour period	43.26 per day
23	19.5.1A.5	On Call Allowance - every week	216.32 per week

3. Delete Table 4 - Expense Related Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 4 - Expense Related Allowances

To take effect from the first pay period to commence on or after 26th August 2007

Item No.	Clause No.	Brief Description	Amount \$
1	4.3.3	Motor Vehicle Allowance	0.64 per Km
2	4.4.3.1	Daily Average Excess Fares, Construction Work etc, Allowance	11.40 per week
3	4.4.3.2.2.2	Weekly Average Excess Fares Rate	54.10 per week
4	7.1.1	Living Away from Home Allowance	527.65 per week
5	7.3.3.1	Camping Allowance	14.95 per day
6	19.8.1 & 20.4.2.1	Meal Allowance	9.60 per meal

4. This variation shall take effect from the first pay period to commence on or after the 8th August 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

ELECTRICIANS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1274 of 2007)

Before Commissioner Cambridge

8 August 2007

VARIATION

1. Delete subclause 8.7 of clause 8, Wage Rates, of the award published 29 June 2001 (325 I.G. 808), and insert in lieu thereof the following:
 - 8.7 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These Adjustments may 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
2. Delete Tables 1,2,3 and 5 of Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

	Former Rate per week	SWC 2007 Arbitrated Safety Net Adjustment	Total per week	*Supplementary Payment per week
	\$	\$	\$	\$
Electrical Mechanic	572.00	20.00	592.00	30.10
Electric Fitter	572.00	20.00	592.00	30.10
Electrical Instrument Fitter	596.80	20.00	616.80	32.40
Electronics Tradesperson	643.10	20.00	663.10	55.60
Plant Electrician shall be paid the same rate of pay as a Leading Hand Electrical Mechanic. NOTE: The margin for a Plant Electrician, calculated as prescribed above, is	608.40	20.00	628.40	32.70
Radio Mechanic or Fitter	572.00	20.00	592.00	30.10
Refrigeration and/or Air Conditioning Mechanic or Fitter	572.00	20.00	592.00	30.10
Battery Fitter	572.00	20.00	592.00	30.10
Electrician in charge of plant having a capacity of less than 75kw	581.10	20.00	601.10	31.30
Electrician in charge of plant having a capacity of 75 kW or more	605.50	20.00	625.50	33.00

Linesworker	544.20	20.00	564.20	27.90
Linesworker special class	563.40	20.00	583.40	29.40
Tradesperson and/or Linesworkers Assistant	501.60	29.80	531.40	24.40

* The supplementary payment prescribed shall be paid to all employees other than employees engaged on construction work.

Table 2 - Additional Margins

Item No.	Clause No.	Brief Description	Amount \$
1	4.1.1	Qualified Supervisor Certificate (Electrician)	32.05 per week
2	4.1.1	Certificate of Registration (Electrician)	17.30 per week
3	4.1.1	Licence Reimbursement Allowance - NSW "Qualified Supervisor Certificate"	0.45 per week
4	4.1.2	Leading Hand Allowance	43.25 per week
5	4.1.3.1	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
6	4.1.4.1	Construction Work - Special Allowance	80.95 per week
7	4.1.5	Ship Repair Work - Tradespersons All other labour	12.80 per week 10.40 per week
8	4.1.6	Tradesperson and their assistants employed in large operating power houses	16.85 per week
9	4.1.7	Electrical Tradespersons employed at Australian Gypsum Ltd., Camellia	20.35 per week
10	4.2.1.1	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
11	4.2.1.2	Apprentices engaged on ship repairs	12.80 per week
12	4.2.1.3	Apprentices engaged on construction work - Year of Apprenticeship 1st year 2nd year 3rd year 4th year	Per Week 22.45 32.75 42.35 50.20
13	4.2.2.1	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
14	4.2.2.2	Trainee Apprentices engaged on ship repairs	12.80 per week
15	4.2.2.3	Trainee apprentices engaged on construction work- Year of Apprenticeship: 1st year 2nd year 3rd year 4th year	Per week 23.80 36.50 46.10 52.20
16	7.3.1	Tool Allowance	13.25 per week

Table 3 - Apprentice Rates

(i) Indentured Apprentices

(a) The minimum weekly rates of wages for apprentices shall be as follows:

	Former Rate per week \$	SWC 2007 Arbitrated Safety Net Adjustment \$	Total per week \$
1st year	217.40	8.70	226.10
2nd year	295.05	11.80	306.85
3rd year	426.20	17.05	443.25
4th year	489.30	19.55	508.85

(ii) Trainee Apprentices

(a) The minimum weekly rates of wages for trainee apprentices shall be as follows:

	Former Rate per week \$	SWC 2007 Arbitrated Safety Net Adjustment \$	Total per week \$
1st year	250.55	10.00	260.55
2nd year	335.70	13.45	349.15
3rd year	469.65	18.80	488.45
4th year	515.20	20.60	535.80

Table 5 -Work Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	14.1.1	Dirty Work Allowance	0.47 per hour
2	14.1.1.3	Ship Repair - Dirty Work Allowance	0.60 per hour
3	14.1.2	Confined Space Allowance	0.60 per hour
4	14.1.3	Insulation Material Allowance	0.60 per hour
5	14.1.4.1	Height Allowance - for each further 15 meters increase in height	0.51 per hour
	14.1.4.2	Bosun's chair or swinging scaffold allowance - for each further 15 meters increase in height	0.51 per hour
6	14.1.5.1	Wet Allowance	0.47 per hour
7	14.1.6.1	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.47 per hour 0.60 per hour
8	14.1.7	Cold Places Allowance	0.47 per hour
9	14.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.26 per day
10	14.1.9.3	Toxic Substance Allowance Employees working in close proximity to employees so engaged with such substances	0.61 per hour 0.51 per hour
11	14.1.10.1 14.1.10.5	Underground Work Allowance Underground Work Allowance maximum 4 days or shifts per week	10.84 per week 2.17 per day or shift
12	14.1.11.1 14.1.11.2 14.1.11.3	Submarine Allowance - for work inside hull For work in other compartments listed in 4.1.11.2 For work inside "D", "O" and "R" tanks	0.85 per hour 1.41 per hour 1.68 per hour
13	14.1.12.4	Asbestos Allowance	1.68 per week

14	14.2.1	Pilkington - A.C.I. Operations Pty Ltd Electrical Workers Allowance Electrical Tradesmen's Assistants Allowance	28.75 per week 26.00 per week
15	14.2.2.1	AIS, JLA and BHP Construction Allowance	44.70 per week
16	14.2.2	Corrective Establishment Allowance	1.27 per hour
17	15.4.3	Up to and including 4 storey levels From 5 storey levels up to and including 15 storey levels From 16 storey levels up to and including 30 storey levels From 31 storey levels up to and including 45 storey levels From 46 storey levels up to and including 60 storey levels From 61 storey levels and above	Nil 42 cents per hour 46 cents per hour 54 cents per hour 66 cents per hour 74 cents per hour
18	16.1 16.2 16.3	Distant Places Allowance - Central Section Western Division Snowy Mountains Section	1.04 per day 1.74 per day 1.74 per day
19	29	First-aid Allowance	2.40 per day

3. This variation shall take effect from the first pay period to commence on or after the 8th August 2007.

I. W. CAMBRIDGE, Commissioner

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LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1274 of 2007)

Before Commissioner Cambridge

8 August 2007

VARIATION

1. Delete Part B, Monetary Rates of the award published 4 August 2000 (317 IG 519) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

	Rate of pay per week \$	SWC 2007 \$	Total rate of pay \$
Technical/Trades Band Level 1	626.90	20.00	646.90
Technical/Trades Band Level 2	691.50	20.00	711.50
Technical/Trades Band Level 3	794.00	20.00	814.00
Professional Band Level 1	691.50	20.00	711.50
Professional Band Level 2	794.00	20.00	814.00
Professional Band Level 3	892.50	20.00	912.50
Professional Band Level 4	1046.30	20.00	1066.30
Apprentice 1 year	344.30	13.77	358.10
Apprentice 2 year	406.70	16.27	423.00
Apprentice 3 year	467.20	18.69	485.90
Apprentice 4 year	526.00	21.04	547.00

Note: The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may 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.

Table 2 - Other Rates and Allowances

Special Allowance	Amount \$
(a) Dirty work	0.27
(b) Wet places	0.32
(c) Confined spaces	0.32
(d) Working underground	0.27
(e) Working with raw sewerage	6.03

Clause 9 Tool Allowance	
(i) Tools Electrical Tradesperson	25.10
(iv) (b) Compensation for lost tools	63.30
Clause 15 On call	
(iii) on call allowance	82.40
Clause 16 Meal Time Allowance	(CPI 3.558%)
(i) meal allowance	11.30
(ii) (a) meal allowance	11.30
(ii) (b) meal allowance on overtime	8.60
Clause 25 Travelling Allowance	
3-10km	3.95
10-20km	7.05
20-30km	9.90
30-40km	12.80
40-50km	15.90
Each additional km	0.31
Clause 28 Driving of Motor Vehicles	
(ii) (a) Use of private motor vehicle	
Under 2.5litres	0.54
2.5 litres and over	0.62
(b) Minimum yearly allowance	6,984.00
Clause 29 Industry Allowance	
Industry allowance	41.50
Clause 32 Miscellaneous	
(ii) (a) West of the line allowance	1.03
(iii) First aid allowance	2.40

2. This variation shall take effect from the first full pay period to commence on or after 8th August 2007.

I. W. CAMBRIDGE, Commissioner

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COTTON GROWING EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1172 of 2007)

Before Commissioner Cambridge

1 August 2007

VARIATION

1. Delete subclause (3) of clause 2, Rates of Pay, of the award published 30 March 2001 (323 I.G. 565) and insert in lieu thereof the following:
 - (3) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Rural Tradesperson	598.20	20.00	618.20
Mechanical Equip. Operator - Lister Operator, Service Truck Operator, Laser Operator, Scraper Operator, Excavator Operator, Blade Operator, Backhoe Operator, Mobile Crane Operator, Crane Driver, Storeperson Grade 1, Picker Mechanic, Grader Operator.	571.20	20.00	591.20
Field Equipment Operator - who shall include but not be limited to - Module Builder Tractor Operator, Truck Driver, Syphon Forklift Operator, Picker Operator, Storeperson Grade 2, Front-end Loader Operator, Rotobuck Operator, Spray Operator, Gas-rig Sled Operator, Farm Welder, Bug Checker, Neutron Probe Operator, Irrigation Machinery Operator, Roller Operator	549.10	20.00	569.10
Stick Pickers and Chippers *Not engaged on a weekly basis refer Item 1 of Table 2 of Part B.	504.40	27.00	531.40
General Farm Hand - includes but not limited to Irrigation Harvest Ground Crew.	521.10	20.00	541.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	2(1)(c)	Stick Pickers and Chippers (including 15% Casual Loading at Clause 5(2))	15.25	16.08
		Stick Pickers and Chippers engaged by the hour (including 15% Casual Loading at Clause 5 (2) and 1/12 holiday leave loading)	16.52	17.42
2	2(1)(d)	Cooks - minimum rate per week	621.55	641.55
3	2(1)(e)	Leading Hands per week	23.45	24.40
4	17(3)	Meal Allowance	10.10	10.45
5	21	First-aid Allowance p/day or shift	2.05	2.15

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2007.

I. W. CAMBRIDGE, Commissioner.

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PLASTIC MOULDING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 984 of 2007)

Before Commissioner Ritchie

9 August 2007

VARIATION

1. Delete subclause (ii) of clause 5, Wages, of the award published 2 November 2001 (329 I.G. 83), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include all the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case and minimum rate adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Adult Employees			
Weekly Rates for Full-time Employees			
Classification	Wage Rate, Payable as of 31 January 2007 \$	2007 State Wage Case Increase \$	Wage Rate, Payable as of 31 January 2008 \$
Plastics Worker			
Grade 5	598.20	20.00	618.20
Grade 4	564.50	20.00	584.50
Grade 3	543.60	20.00	563.60
Grade 2	521.10	20.00	541.10
Grade 1	504.40	27.00*	531.40

* Award Review Classification rate

Junior Employees				
Weekly Rates for Full-time Employees				
Age	Percentage of Grade 2 %	Wage Rate, Payable as of 31 January 2007 \$	2007 State Wage Case Increase \$	Wage Rate, Payable as of 31 January 2008 \$
Under 16 years of age	36.8	191.75	7.35	199.10
At 16 years of age	47.3	246.50	9.45	255.95
At 17 years of age	57.8	301.20	11.55	312.75
At 18 years of age	68.3	355.90	13.65	369.55

At 19 years of age	82.5	429.90	16.50	446.40
At 20 years of age	97.7	509.10	19.55	528.65

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Allowances, Payable as of 31 January 2007 \$	Allowances, Payable as of 31 January 2008 \$	Payable
1	6(i)	Meal Allowance	10.05	10.35	per meal
2	6(ii)(a)	Leading Hand: 3 to 10 employees	26.40	27.45	per week
3	6(ii)(b)	Leading Hand: 11 to 20 employees	39.25	40.80	per week
4	6(ii)(c)	Leading Hand: more than 20 employees	49.80	51.80	per week
5	6(iii)	First Aid Allowance	12.00	12.50	per week
6	6(iv)(a)	Dirty Work	0.45	0.47	per hour
7	6(iv)(b)(1)	Hot Places: between 46°C and 54°C	0.45	0.47	per hour
8	6(iv)(b)(2)	Hot Places: exceeding 54°C	0.59	0.61	per hour
9	6(iv)(c)	Wet Places	0.45	0.47	per hour
10	6(v)	Motor Allowance	0.62	0.62	per km

3. This variation shall take effect from the first full pay period to commence on or after 31 January 2008.

D.W. RITCHIE, Commissioner

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FISH AND FISH MARKETING (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1173 of 2007)

Before Commissioner Bishop

31 July 2007

VARIATION

1. Delete subclause (vi) of clause 3, Rates of Pay, of the award published 8 December 2000 (320 I.G. 1139) and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates Of Pay**

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Working Depot Foreperson 10+	605.90	20.00	625.90
Working Depot Foreperson - other	589.90	20.00	609.90
Hands Unloading from boats	570.00	20.00	590.00
Fork Lift Operator	561.20	20.00	581.20
Recorder	550.50	20.00	570.50
General Hand	540.10	20.00	560.10
Process Worker	527.40	20.00	547.40

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	2(vii)	Hours(Change Of)	9.65 per day	10.05 per day
2	3(iii)	Pulling Ice	2.05 per day	2.15 per day
3	3(iv)	Selling Fish	13.90 per week	14.50 per week
4	3(v)	Ice-making operator	13.90 per week	14.50 per week
5	13	Meal Allowance - more than one hour's Overtime	9.50 per meal	9.85 per meal
6	13	Meal Allowance - more than four hour's Overtime	9.50 per meal	9.85 per meal
7	25	First-Aid Allowance	2.30 per day or shift	2.40 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2007.

E. A. R. BISHOP, Commissioner

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(001)

SERIAL C5844

BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete paragraph (a) of subclause 18.1 of 18, Classifications and Wage Rates, of the award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:

- (a) Wage Rates - New Classification Structure

Subject to subclause (c) of this clause, the following amounts shall be applied where appropriate for the purposes of the calculation of the hourly rate under 18.3 of this award.

Classification	Weekly Rate \$	Relativity % \$
Construction Worker Level 8 (CW8)	722.60	125
Construction Worker Level 7 (CW7)	699.70	120
Construction Worker Level 6 (CW6)	678.90	115
Construction Worker Level 5 (CW5)	660.00	110
Construction Worker Level 4 (CW4)	639.20	105
Construction Worker Level 3 (CW3)	618.30	100
Construction Worker Level 2 (CW2)	599.60	96
Construction Worker Level 1 (CW1(d))	586.20	92.4
Construction Worker Level 1 (CW1(c))	574.60	90
Construction Worker Level 1 (CW1(b))	566.20	88
Construction Worker Level 1 (CW1(a))	553.70	85
Old Wage Group	New Wage Group \$	Hourly Rate \$
Carpenter Diver	CW8	26.64
Foreperson (as defined)	CW8	23.38
Sub Foreperson	CW7	22.12
Carver	CW5	19.42
Special Class Tradesperson (Carpenter and/or Joiner, Stonemason)	CW5	19.42
Special Class Tradesperson (Plasterer)	CW5	19.30
Special Class Tradesperson (Bricklayer)	CW5	19.22
Marker or Setter Out (Artificial Stoneworker, Stonemason, Bridge and Wharf Carpenter, Carpenter and/or Joiner, Marble and Slateworker)	CW4	18.85
Marker or Setter Out (Caster, Fixer, Floorlayer Specialist, Plasterer)	CW4	18.74
Marker or Setter Out (Bricklayer, Tilelayer, Hard Floor Coverer)	CW4	18.66
Marker or Setter Out (Roof Tiler, Slate Ridger or Roof Fixer)	CW4	18.54
Marker or Setter Out (Painter)	CW4	18.35
Letter Cutter	CW4	18.85
Signwriter	CW4	18.35
Artificial Stoneworker, Carpenter and/or Joiner, Bridge and Wharf Carpenter, Marble and Slate Worker, Stonemason	CW3	18.29
Caster, Fixer, Floorlayer Specialist, Plasterer	CW3	18.17

Bricklayer, Tilelayer	CW3	18.09
Roof Tiler, Slate Ridger, Roof Fixer	CW3	17.97
Painter	CW3	17.79
Shophand	CW3	17.63
Quarryworker	CW3	17.63
Labourer (1) - Rigger, Dogger	CW3	17.63
Machinist	CW3	17.63
Labourer (2) - Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, Foundation Shaftworker (as defined), Steel Fixer including Tack Welder, Concrete Finisher (as defined)	CW2	17.12
Labourer (3) - Trades labourer, Jack Hammerman, Mixer Driver (concrete), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater (as defined), Roof Layer (malthead or similar material), Dump Cart Operator, Concrete Formwork stripper, Mobile Concrete Pump Hoseman or Line Hand	CW1(d)	16.76
Plasterer's Assistant	CW1(d)	16.76
Terrazzo Assistant	CW1(d)	16.76
Labourer (4) - Builders Labourer other than as specified herein)	CW1(c)	16.44

2. Delete paragraph (f) of subclause 18.1 of the said clause 18, and insert in lieu thereof the following:

(f) The rates of pay in this award include the adjustments payable under State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments and/or
- (ii) award wage increases since 29 May, 1991 other than Safety Net, State Wage Case and minimum rates adjustments.

3. Delete subparagraphs 18.1.2.1, 18.1.2.2 and 18.1.2.3 of paragraph 18.1.2 Wage Rates - Apprentices, of the said clause 18, and insert in lieu thereof the following:

18.1.2.1 Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., Roof Tilers, Fibrous Plasterer, Plasterboard Fixer, Stonemasons, Tilelayers, Floorlaying.

(i) Indentured Apprentice - The minimum rates of wages for four-year apprentices shall be as follows:

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	228.80	37	23.50	17.10	269.40
2nd year	327.70	53	23.50	25.30	376.50
3rd year	426.60	69	23.50	32.50	482.60
4th year	494.60	80	23.50	38.70	556.80

From 1 February 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	253.50	41	23.50	17.10	294.10
2nd year	352.40	57	23.50	25.30	401.20
3rd year	451.40	73	23.50	32.50	507.40
4th year	519.40	84	23.50	38.70	581.60

From 1 November 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	253.50	41	23.50	17.10	294.10
2nd year	352.40	57	23.50	25.30	401.20
3rd year	476.10	77	23.50	32.50	532.10
4th year	544.10	88	23.50	38.70	606.30

(ii) Trainee Apprentice

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	259.70	42	23.50	18.40	301.60
2nd year	364.80	59	23.50	27.80	416.10
3rd year	463.70	75	23.50	35.30	522.50
4th year	519.40	84	23.50	40.10	583.00

From 1 February 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	284.40	46	23.50	18.40	326.30
2nd year	389.50	63	23.50	27.80	440.80
3rd year	488.50	79	23.50	35.30	547.30
4th year	544.10	88	23.50	40.10	607.70

From 1 November 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	284.40	46	23.50	18.40	326.30
2nd year	389.50	63	23.50	27.80	440.80
3rd year	513.20	83	23.50	35.30	572.00
4th year	568.80	92	23.50	40.10	632.40

18.1.2.2 Civil Engineering Construction Carpenters:

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	278.20	45	23.50	20.00	321.70
2nd year	383.30	62	23.50	28.10	434.90
3rd year	469.90	76	23.50	35.30	528.70
4th year	550.30	89	23.50	41.40	615.20

From 1 February 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	303.00	49	23.50	20.00	346.50
2nd year	408.10	66	23.50	28.10	459.70
3rd year	494.60	80	23.50	35.30	553.40
4th year	575.00	93	23.50	41.40	639.90

From 1 November 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	303.00	49	23.50	20.00	346.50
2nd year	408.10	66	23.50	28.10	459.70
3rd year	519.40	84	23.50	35.30	578.20
4th year	599.80	97	23.50	41.40	664.70

18.1.2.3 Pilot Three Year Bricklayers' Course

- (a) These rates apply to apprentices who are engaged through the Master Builders' Association of New South Wales and the Housing Industry Group Apprenticeship Schemes and who are enrolled or to be enrolled in the pilot three year Technical and Further Education course.
- (b) These rates shall also apply whilst the apprentice is attending college in the following fashion:
- Year I - First 8 weeks - full time at 35 hours per week 28 weeks - 1 day per week
- Year II - 36 weeks - 1 day per week
- (c) The above provisions relating to the pilot bricklayers course, the course itself, and the rates herein prescribed shall only apply to employed apprentices.
- (d) Leave is reserved in relation to the payment applicable during attendance at college for the advanced modules (30 weeks - 1 day per week, i.e. 6 x 40 hour modules) for those apprentices who have successfully completed the requirements of year II.
- (i) Indentured Apprentices:

The minimum rate of wages for three year apprentice bricklayers shall be as follows:

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st six months	228.80	37	23.50	16.80	269.10
2nd six months	327.70	53	23.50	24.80	376.00
2nd year	420.40	68	23.50	31.90	475.80
3rd year	488.50	79	23.50	37.90	549.90

From 1 February 2008

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	253.50	41	23.50	16.80	293.80
2nd six months	352.40	57	23.50	24.80	400.70
2nd year	445.20	72	23.50	31.90	500.60
3rd year	513.20	83	23.50	37.90	574.60

From 1 November 2008

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	253.50	41	23.50	16.80	293.80
2nd six months	352.40	57	23.50	24.80	400.70
2nd year	445.20	72	23.50	31.90	500.60
3rd year	537.90	87	23.50	37.90	599.30

(ii) Trainee Apprentices:

The minimum rate of wages for trainee apprentice bricklayers shall be as follows:

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	247.30	40	23.50	18.00	288.80
2nd six months	352.40	57	23.50	27.30	403.20
2nd year	451.40	73	23.50	34.60	509.50
3rd year	494.60	80	23.50	39.30	557.40

From 1 February 2008

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	272.10	44	23.50	18.00	313.60
2nd six months	377.20	61	23.50	27.30	428.00
2nd year	476.10	77	23.50	34.60	534.20
3rd year	519.40	84	23.50	39.30	582.20

From 1 November 2008

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	272.10	44	23.50	18.00	313.60
2nd six months	377.20	61	23.50	27.30	428.00
2nd year	476.10	77	23.50	34.60	534.20
3rd year	544.10	88	23.50	39.30	606.90

4. Delete paragraph 18.1.3 Adult Apprentices, of the said clause 18, and insert in lieu thereof the following:

18.1.3 Adult Apprentices

Definition - An adult apprentice means an employee engaged as an apprentice who at the time of apprenticeship is of or above the age of 21 years.

18.1.3.1 Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., Roof Tilers, Fibrous Plasterer, Plasterboard Fixer, Stonemasons, Tilelayers, Floorlaying

(i) Indentured Apprentices:

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	364.80	59	23.50	17.10	405.40
2nd year	364.80	59	23.50	25.30	413.60
3rd year	426.60	69	23.50	32.50	482.60
4th year	494.60	80	23.50	38.70	556.80

From 1 February 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	389.50	63	23.50	17.10	430.10
2nd year	389.50	63	23.50	25.30	438.30
3rd year	451.40	73	23.50	32.50	507.40
4th year	519.40	84	23.50	38.70	581.60

From 1 November 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	414.30	67	23.50	17.10	454.90
2nd year	414.30	67	23.50	25.30	463.10
3rd year	476.10	77	23.50	32.50	532.10
4th year	544.10	88	23.50	38.70	606.30

(ii) Trainee Apprentices:

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	364.80	59	23.50	18.40	406.70
2nd year	371.00	60	23.50	27.80	422.30
3rd year	469.90	76	23.50	35.30	528.70
4th year	519.40	84	23.50	40.10	583.00

From 1 February 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	389.50	63	23.50	18.40	431.40
2nd year	395.70	64	23.50	27.80	447.00
3rd year	494.60	80	23.50	35.30	553.40
4th year	544.10	88	23.50	40.10	607.70

From 1 November 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	414.30	67	23.50	18.40	456.20
2nd year	420.40	68	23.50	27.80	471.70
3rd year	519.40	84	23.50	35.30	578.20
4th year	575.00	93	23.50	40.10	638.60

18.1.3.2 Civil Engineering Construction Carpenters - for adult apprentices the minimum rates shall be as follows:

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	364.80	59	23.50	20.00	408.30
2nd year	389.50	63	23.50	28.10	441.10
3rd year	476.10	77	23.50	35.30	534.90
4th year	550.30	89	23.50	41.40	615.20

From 1 February 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	389.50	63	23.50	20.00	433.00
2nd year	414.30	67	23.50	28.10	465.90
3rd year	500.80	81	23.50	35.30	559.60
4th year	575.00	93	23.50	41.40	639.90

From 1 November 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	414.30	67	23.50	20.00	457.80
2nd year	439.00	71	23.50	28.10	490.60
3rd year	525.60	85	23.50	35.30	584.40
4th year	599.80	97	23.50	41.40	664.70

5. Delete the table appearing in subclause 18.4 Leading hands, of the said clause 18, and insert in lieu thereof the following:

Item No.	Description	Weekly Base \$	Amount per hour \$
(i)	In charge of not more than 1 person	15.10	0.41
(ii)	In charge of 2 and not more than 5 persons	33.10	0.90
(iii)	In charge of 6 and not more than 10 persons	42.20	1.15
(iv)	In charge of more than 10 persons	56.30	1.53

6. Delete the amount "72 cents" appearing in subclause 18.5 Carpenter - Diver allowance, of the said clause 18, and insert in lieu thereof the following:

75 cents

7. Delete the table in subclause 18.7 Foreperson and Sub Foreperson Allowances, of the said clause 18, and insert in lieu thereof the following:

Classification	Per Week \$
Foreperson (as defined)	83.40
Sub-Foreperson	60.00

8. Delete the table in paragraph 18.8.2 Refractory bricklaying allowance, of the said clause 18, and insert in lieu thereof the following:

Classification	Per hour \$
Refractory Bricklayer	1.63
Refractory Bricklayer's Assistant	1.40

9. Delete the amount of "\$22.60" appearing in subclause 24.1, Industry Allowance, of clause 24, Allowances, and insert in lieu thereof the following:

\$23.50

10. Delete the amounts of "\$11.06" and "\$2.20" appearing in subclause 24.2, Underground Allowance, of the said clause 24, and insert in lieu thereof the following amounts "\$11.50" and "\$2.29" respectively.

11. Delete paragraph (a) of subclause 24.3 Tool Allowance, of clause 24 Allowance, and insert in lieu thereof the following:

24.3 Tool Allowance

- (a) A tool allowance shall be paid for all purposes of the Award to tradesperson and apprentices (including school based apprentice) in their respective trades in accordance with the following Table. The provision of tools under the Federal Government "tools for your trade scheme" shall not constitute the provision of all tools by the employer for the purpose of this clause.

Trade	Tool Allowance \$
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, letter cutter, marble and slate worker, stonemason	24.20
Caster, fixer, floorlayer specialist, plasterer	20.00
Bricklayer, Tilelayer, Hard Floor Coverer	17.10
Rooftiler, slater, ridger or roof fixer	12.60
Signwriter, painter	5.80

12. Delete the table appearing in paragraph 24.5.3 of subclause 24.5 Multi-story allowance, of the said clause 24, and insert in lieu thereof the following:

Floor Levels	Amount per hour extra \$
From commencement of building to fifteenth floor level	0.43
From sixteenth floor level to thirtieth floor level	0.51
From thirty-first floor level to forty-fifth floor level	0.79
From forty-sixth floor level to sixtieth floor level	1.02
From sixty-first floor level onwards	1.27

13. Delete the table appearing in subclause 25.5 Swing Scaffold, of clause 25, Special Rates, and insert in lieu thereof the following:

Height of Bracing	First Four Hours \$	Each additional Hour \$
0 - 15 storeys	3.84	0.79
16 - 30 storeys	4.95	1.03
31 - 45 storeys	5.86	1.19
46 - 60 storeys	9.59	1.98
greater than 60 storeys	12.23	2.53
solid plasterers when working off a swing scaffold	0.11 per hour	

14. Delete the table appearing in subclause 25.15 Heavy Blocks, of the said clause 25, and insert in lieu thereof the following:

	Amount per hour \$
Where the blocks weigh over 5.5 kg and under 9 kg	0.53 p/h
Where the blocks weigh 9 kg or over up to 18 kg	0.97 p/h
Where the blocks weigh over 18 kg	1.35 p/h

15. Delete the table appearing in subclause 25.41 Table of Special Rates, of the said clause 25, and insert in lieu thereof the following:

Item No.	Clause No.	Description	Amount \$
1	25.1	Insulation Work	0.66 p/h
2	25.2	Hot Work Between 46° and 54° Beyond 54°	0.53 p/h 0.66 p/h
3	25.3	Cold Work	0.53 p/h
4	25.4	Confined Space	0.66 p/h
5	25.6	Explosive Powered tools	1.26 p/d
6	25.7	Wet Work	0.53 p/h
7	25.8	Dirty Work	0.53 p/h
8	25.9	Towers Allowance Work above 15 metres Each further 15 metres	0.53 p/h 0.53 p/h
9	25.10	Toxic Substances Using toxic substances In close proximity	0.66 p/h 0.53 p/h
10	25.12	Materials containing asbestos	0.66 p/h
11	25.13	Furnace Work	1.40 p/h
12	25.14	Acid Work	1.40 p/h
13	25.16	Cleaning down brickwork	0.48 p/h
14	25.17	Bagging	0.48 p/h

15	25.18	Bitumen Work	0.66 p/h
16	25.19	Plaster or composition spray	0.53 p/h
17	25.20	Slushing	0.53 p/h
18	25.21	Dry polishing of tiles	0.66 p/h
19	25.22	Cutting tiles	0.66 p/h
20	25.23	Second hand timber	2.09 p/d
21	25.24	Roof repairs -Employees other than slaters and roof tilers	0.66 p/h
22	25.24(i)	Roof Repairs - Slaters and roof tilers Height over 15 metres	0.48 p/h
	25.24(ii)	35° pitch	0.66 p/h
		40° pitch	0.97 p/h
23	25.25	Computing quantities	3.84 p/d
24	25.26	Height work - painting tradespersons	0.48 p/h
25	25.27	Height work - bridge and wharf carpenters 8 metres from ground, deck, etc.	0.53 p/h
		Each additional 3 metres	0.10 p/h
26	25.28	Grindstone Allowance	5.65 p/w
27	25.31	Certificate Allowance	0.53 p/h
28	25.32	Spray Application - painters	0.53 p/h
29	25.33	Cutting bricks	0.66 p/h
30	25.34(a)	District Allowances Districts west and north Western Division	0.78 p/d 1.28 p/d
31	25.34(b)	District Allowances NSW border to Dalgety	1.28 p/d
32	25.34(c)	District Allowances Road and bridge construction and repair	0.41 p/d
33	25.35	Pneumatic tools - stonemason	2.89 p/d
34	25.36	Asbestos Eradication	1.78 p/h
35	25.37	Laser safety officer	2.19 p/d
36	25.38	Illawarra road and general construction	0.53 p/h
37	25.39	Suspended Perimeter Work Platform	0.81 p/h
38	25.40	Labourers on refractory brickwork	3.96 per call back
39	25.41	First Aid Allowances	
		Minimum qualification Higher qualification	2.26 p/d 3.56 p/d

16. This variation shall take effect from the beginning of the first pay period to commence on or after 10th July 2007.

I. TABBAA, Commissioner.

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GLASS WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete subclauses (3), (9), (11) and (12) of clause 51, Wages, of the award published 20 April 2001 (324 I.G. 84) and insert in lieu thereof the following:
 - (3) The rates of pay in this award include the adjustment payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

Junior Employees -

- (9) The minimum rate of pay for a junior employee shall be the percentage indicated below of the minimum rate of pay for the Level 3 (which includes the award rate of pay for that classification plus the special loading):

	Percentage	From the first full pay period commencing on or after 11 July 2007 \$
At 16 years and under 17 years of age	50	329.40
At 17 years and under 18 years of age	60	395.30
At 18 years and under 19 years of age	75	494.10
At 19 years and under 20 years of age	90	592.90

Provided that all employees other than apprentices shall be paid the full adult rates of pay for the classification appropriate to their level of competency plus the special loading upon attaining the age of twenty years.

An Automotive Glass Fitter (as defined) shall, upon reaching the age of 20 years, have deducted from the employee's two year probationary period the time spent engaged as a Junior Automotive Glass Fitter.

Minor Apprentices -

- (11) The rate for minor apprentices is calculated by adding together the award rate for an adult employee classified at Level 5 and the special loading, and then applying the appropriate percentage shown below:

	Percentage	From the first full pay period commencing on or after 11 July 2007 \$
1st year	50	357.70

2nd year	65	465.00
3rd year	80	572.30
4th year	90	643.90

Adult Apprentices -

- (12) The rate for adult apprentices is calculated by adding together the award rate for an adult employee classified at Level 5 and the special loading, and then applying the appropriate percentage shown below:

	Percentage	From the first full pay period commencing on or after 11 July 2007 \$
1st year	85	608.10
2nd year	90	643.90
3rd year	95	679.60

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

Competency Level	SWC 2007 \$20 Increase \$
One	536.80
Two	560.50
Three	571.00
Four	605.30
Five	627.60
Six	652.10
Seven	674.70

Note: The award rates of pay do not include the special loading set out in clause 51(2).

Table 2 - Other Rates and Allowances of Part B Monetary Rates

Work Related Allowances

1. Call Out and Availability Allowance (Clause 10)
 - (i) \$21.90
 - (ii) \$74.30
 - (iii) \$83.40
 - (iv) \$92.70

2. Leading Hand (Clause 51)
 - (i) 2 and up to 5 employees \$5.52
 - (ii) 5 and up to 10 employees \$6.95
 - (iii) more than 10 employees \$9.30

3. Construction Work (clause 15)
 - (i) per day \$4.70
 - (ii) per week \$23.40
4. Special Loading \$87.82 (clause 51)

Expense Related Allowances

5. Meal Allowance (Clause 29)
 - (i) \$11.50
 - (ii) \$11.50
6. Country Work (Clause 17)
 - (i) \$14.50
 - (ii) \$67.00
 - (iii) \$18.70
7. Compensation for Clothes & Tools (Clause 14)
\$1402.00
8. Tool Allowance (Clause 49)
 - (i) \$5.80 per week
 - (ii) \$5.80 per week
9. Car Allowance per km (Clause 11)
\$0.83
10. First Aid Allowance (Clause 20)
\$2.42 per day

General Conditions (clause 21)

11. Work at Height (clause 21(1))
 - (i) \$3.09
 - (ii) \$3.09
 - (iii) \$5.53
 - (iv) \$10.44
 - (v) \$3.55
 - (vi) \$3.09
 - (vii) \$2.70
 - (viii) \$5.53
 - (ix) \$10.44
12. Multi-Storey Allowance (Clause 21(2))
 - (i) \$0.40
 - (ii) \$0.48
 - (iii) \$0.75
 - (iv) \$0.98
 - (v) \$1.20

13. General (clause 21(3))
 - (i) \$0.50
 - (ii) \$0.61
 - (iii) \$0.50 between 46°c & 54°c/\$0.59 exceeding 54°c
 - (iv) \$0.50
 - (v) \$0.61
 - (vi) \$0.50
14. Collecting Monies (clause 21(3))
 - (i) \$8.08
3. This variation shall take effect from the beginning of the first pay period to commence on or after 11th July, 2007.

I. TABBAA, Commissioner.

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(046)

SERIAL C5846**JOINERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete subclause (9.3) of clause 9, Rates of Pay, of the award published 26 October 2001 (328 I.G. 1142) and insert in lieu thereof the following:

(9.3) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Broadbanded Group	Percentage	Former Weekly Rate	State Wage Case 2001-2007 Adjustment	New Weekly Rate
	%	\$	\$	\$
Group 7	110	533.90	126.00	659.90
Group 6	105	513.10	126.00	639.10
Group 5	100	492.20	126.00	618.20
Group 4	92.4	460.50	124.00	584.50
Group 3	87.4	439.60	124.00	563.60
Group 2	82	417.00	124.00	541.00
Group 1	78	400.40	124.00	524.40

Rates of Pay - Junior Employees who work in association with adult employees:

Age	Base Rate Per Week	Industry Allowance Per Week	Amount Per Week
	\$	\$	\$
At 16 years of age	214.70	23.50	238.20
At 17 years of age	262.70	23.50	286.20
At 18 years of age	309.80	23.50	333.30
At 19 years of age	381.50	23.50	405.00
At 20 years of age	429.30	23.50	452.80

Rates of Pay - Indentured Apprentices

Age	Base Rate Per Week \$	Industry Allowance Per Week \$	Amount Per Week \$
1st year	231.60	23.50	255.10
2nd year	313.90	23.50	337.40
3rd year	410.90	23.50	434.40
4th year	499.00	23.50	522.50

Rates of Pay - Trainee Apprentices

Age	Base Rate Per Week \$	Industry Allowance Per Week \$	Amount Per Week \$
1st year	259.10	23.50	282.60
2nd year	348.30	23.50	371.80
3rd year	450.90	23.50	474.40
4th year	526.70	23.50	550.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1.	9.4	Leading Hands In charge of not more than 1 person In charge of 2 and not more than 5 persons In charge of 6 and not more than 10 persons In charge of more than 10 persons	15.10 per week 33.10 per week 42.20 per week 56.30 per week
2.	17.	Industry Allowance	23.50 per week
3.	18.1	Tool Allowance: Carpenter and/or Joiner, Shopfitter or Shopfitter and Joiner Carpenter and Joiner Joiner Special Class Joiner - Setter Out Joiner Assembler A	24.20 per week 24.20 per week 24.20 per week 24.20 per week 24.20 per week 7.20 per week
4.	18.1	Shopfitter and/or Joiner Apprentices: Tool Allowance	24.20 per week
5.	20.1(a)	Handling insulating material or working in its immediate vicinity	0.66 per hour
6.	20.1(b)	Working where temperature raised by artificial means to between 46 and 54 degrees Celsius Exceeding 54 degrees Celsius	0.53 per hour 0.66 per hour
7.	20.1(c)	Working where temperature is reduced by artificial means to below 0 degrees Celsius	0.53 per hour
8.	20.1(d)	Working in a confined space	0.66 per hour
9.	20.1(e)	Engaged in unusually dirty work	0.53 per hour
10.	20.1(f)	Whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter.	2.09 per day
11.	20.1(g)	Required to compute or estimate quantities of materials in respect to work performed by other employees	3.84 per day
12.	20.1(i)	Using an explosive-powered tool	1.26 per day
13.	20.1(j)(iii)	Using toxic substances or like materials Working in close proximity to employees so engaged	0.66 per hour 0.53 per hour
14.	20.1(k)	Using materials containing asbestos or working in close proximity to employees using such materials	0.66 per hour
15.	20.1(l)	If a grindstone or wheel is not made available, the employer shall pay each joiner	5.65 per week

16.	20.1(m)(iii)	Engaged in asbestos eradication	1.79 per hour
17.	27	Meal allowance after working one and a half hours overtime.	10.90
18.	39.1	First Aid Minimum qualifications	2.26 per day
19.	41.2(a)	Maximum amount of reimbursement for loss of tools or clothes.	1402.00

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2007.

I. TABBAA, Commissioner.

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(357)

SERIAL C5847

GOVERNMENT RAILWAYS (BUILDING TRADES CONSTRUCTION STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete clause 6, Rates of Wages, Tools and Special Allowances, of the award published 13 May 2005 (350 I.G. 1070), and insert in lieu thereof the following:

6. Rates of Wages, Tools and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Fixed special Allowance per wk \$	Fixed Additional loading per wk \$	Tradespersons' Allowance per wk \$	SWC 2000- 2007 \$	Total per wk \$
Bricklayer	366.00	17.10	12.88	59.87	16.25	139.00	611.10
Bridge Carpenter	366.00	24.20	12.88	59.87	16.25	139.00	618.20
Carpenter and joiner	366.00	24.20	12.88	59.87	16.25	139.00	618.20
Painter	366.00	5.80	12.88	59.87	16.25	139.00	599.80
Signwriter	375.80	5.80	12.88	59.87	16.25	139.00	599.60
Plaster and Fibrous Plaster Fixer	366.00	20.00	12.88	59.87	16.25	139.00	614.00
Plumber and Gasfitter	369.10	24.20	12.88	59.87	16.25	121.00	623.30

* Please note the base rate includes the now deleted basic wage component of \$121.40

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journey person plumbers an amount of 58 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journey person plumbers in this clause and subclause (vi) of this clause, the following rates:
- (a) When required to act on a plumbers licence 76 cents

- (b) When required to act on a gasfitters licence 76 cents
- (c) When required to act on a drainers licence 64 cents
- (d) When required to act on a plumbers and gasfitters licence \$1.02 cents
- (e) When required to act on a plumbers and drainers licence \$1.02 cents
- (f) When required to act on a gasfitters and drainers licence \$1.02 cents
- (g) When required to act on a plumbers gasfitter and drainers licence \$1.40
- (h) When required to act on a Pressure Welding Certificate 44 cents

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) Tradespeople covered by this award when employed on large construction projects being constructed by the Public Transport Commission of NSW shall be paid not less than the amount paid to tradespersons of the same class under the Building & Construction Industry (State) Award in respect of wage rate, tool allowance, industry allowance and special allowance. Any disputes between the parties concerning construction work being defined as a large construction project shall be referred to the Industrial Relations Commission of New South Wales for determination.
- (vi) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid 59 cents per hour in addition to his ordinary rate of pay.

This allowance shall be paid for all purposes of the Award with the exception of Clause 5 Overtime, in which case it shall be paid at the flat rate and not subject to penalty provisions.
- (vii) The allowances contained in subclause (iv) and (vi) of this Clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle, the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain the appropriate hourly rate.

2. Delete clause 7, Charge Hands, and insert in lieu thereof the following:

7. Charge Hands

Charge hand tradesmen shall be paid at the rate of the following amounts whilst so employed in addition to rates of wages prescribed by Clause 6, Rates of Wages, Tool and Special Allowances of this Award, for employees of the same classification except in respect of the large construction project allowance.

	Per week \$
When in charge of not less than one and not more than nine employees	76.90
When in charge of ten and not more than fifteen employees	89.60
When in charge of sixteen or more employees	103.00

3. Delete clause 8, Special Rates, and insert in lieu thereof the following:

8. Special Rates

In addition to the ordinary rates of wages:

- (i) High places: A bridge carpenter when required to work at a height of 7.62 metres from the ground, deck floor or water level shall be paid at the rate of 53 cents per hour extra, and 9 cents per hour extra for every additional 3.048 metres. Height shall be calculated from where it is necessary for the employee to place his hands or tools in order to carry out the work to the ground deck, floor or water level.

For the purpose of this paragraph "deck" or "floor" shall mean a substantial structure which, even though temporary is sufficient to protect an employee from falling any further distance and "water level" shall mean in tidal waters the mean water level.

This paragraph shall not apply to workers working on suitable scaffolding erected in accordance with the regulations under the *Occupational Health and Safety Act 2000* and certified by an inspector as conforming to that Act.

- (ii) An employee required to work on the construction of chimneys and air shafts where the construction exceeds 15.24 metres in height, shall be paid for all work above 15.24 metres 50 cents per hour with 11 cents per hour additional for work above each further 15.24 metres.
- (iii) Tunnels and sewers: In the case of all employees whose craft award contains a similar provision an employee when engaged in tunnel and sewer work in an underground shaft exceeding 3.048 metres in depth shall be paid such additional minimum rate as is provided for in such craft award.
- (iv) Second hand timber: A bridge carpenter or a carpenter and joiner who, whilst working on second hand timber has their tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$2.07 for each day upon which his tools are so damaged: Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the Commission's representative on the job in order that he may have an opportunity to properly investigate the matter.
- (v) Wet places: An employee when working in any place where his clothing or boots become saturated, whether by water, oil or otherwise shall be paid at the rate of 53 cents per hour extra: provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (vi) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain conveying offensive material, or scupper containing sewage shall be paid an additional \$5.56 per day or part of a day thereof.
- (vii) Swing scaffold: A payment of \$3.98 for the first four hours or any portion thereof and 78 cents for each hour thereafter on any day shall be made to any person employed:
 - (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosuns chair etc.
 - (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

- (viii) Insulation: Employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 59 cents per hour or part thereof.
- (ix) Hotwork: An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius 47 cents per hour or part thereof, exceeding 56 degrees Celsius- 67 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

- (x) An employee who works in a place the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation shall be paid 67 cents per hour extra.

- (xi) Roof repairs: Employees engaged on repairs to roofs shall be paid 67 cents per hour.
- (xii) An employee who is an authorised operator of explosive power tools shall be paid \$1.25 for each day on which he uses such a tool.
- (xiii) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 53 cents per hour in addition to ordinary rates. This sub-clause shall not apply to an employee working on a bosuns chair or swinging stage.
- (xiv) A painter engaged on all spray application carried out in other than a properly constructed booth, approved by the Department of Commerce shall be paid 53 cents per hour extra.
- (xv) Computing quantities: Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.83 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in Clause 7, Leading Hands of this award.
- (xvi) Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person the employee shall be paid an additional rate of \$2.29 per day.
- (xvii) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or application of epoxy based materials or materials of a like nature shall be paid 67 cents per hour extra.
 - (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 42 cents per hour extra for any time worked when the air conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition, protective clothing shall be supplied where recommended by the Health Commission of New South Wales.
 - (d) Employees working in close proximity to employees so engaged shall be paid 53 cents per hour extra.
 - (e) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xviii) Marking-setting-out: A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$20.13 per week.
- (xix) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 47 cents per hour extra. Whilst so employed employees will be supplied with gloves.
- (xx) Bricklayers laying other than standard bricks: Bricklayers employed laying block (other than cindercrete blocks for plugging purposes) shall be paid the following additional rates:
- Where the blocks with over 5.5 kg and under 9 kg - 53 cents per hour.
- Where the blocks with 9kg or over up to 18 kg - 96 cents per hour.
- Where the blocks weigh over 18 kg - \$1.34 per hour.

An employee shall not be required to lift a building block in excess of 20kg unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee shall not be

required to manually lift any building block in excess of 20kg in weight to a height of more than 1.2 metres above the working platform.

- (xxi) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 67 cents per hour extra while so engaged.
 - (xxii) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 47 cents per hour.
 - (xxiii) Rates not cumulative: Where more than one of the above special rates provides payment for disabilities of substantially the same nature then only the highest of such rates shall be payable. The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.
4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July, 2007.

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

(358)

SERIAL C5848

GOVERNMENT RAILWAYS (BUILDING TRADES MAINTENANCE STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete subclause (i) of clause 5, Rates of Wages, Tool and Special Allowances, of the award published 13 May 2005 (350 I.G.1052) and insert in lieu thereof the following:

5. Rates of Wages, Tool and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of Wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Fixed Special Allowance per wk \$	Fixed Additional loading per wk \$	Tradespersons' Allowance per wk \$	SWC 2000- 2007 \$	Total per wk \$
Bricklayer	366.00	17.10	12.88	59.87	16.25	139.00	611.10
Bridge Carpenter	366.00	24.20	12.88	59.87	16.25	139.00	618.20
Carpenter and joiner	366.00	24.20	12.88	59.87	16.25	139.00	618.20
Painter	366.00	5.80	12.88	59.87	16.25	139.00	599.80
Signwriter	375.80	5.80	12.88	59.87	16.25	139.00	599.60
Plaster and Fibrous Plaster Fixer	366.00	20.00	12.88	59.87	16.25	139.00	614.00
Plumber and Gasfitter	369.10	24.20	12.88	59.87	16.25	121.00	623.30

* Please note the base rate includes the now deleted basic wage component of \$121.40.

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeyman plumbers an amount of 62 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyman plumbers in this clause and sub-clause (vi) of this clause, the following rates:

Cents per hour

- (a) When required to act on their plumbers licence - 78
- (b) When required to act on their gasfitters licence - 78
- (c) When required to act on their drainers licence - 67
- (d) When required to act on their plumbers and gasfitters licence - \$1.04
- (e) When required to act on their plumbers and drainers licence - \$1.04
- (f) When required to act on their gasfitters and drainers licence - \$1.04
- (g) When required to act on their plumbers gasfitter and drainers licence - \$1.38
- (h) When required to act on Pressure Welding Certificate - 45

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) A plumber and or gasfitter and/or drainer who is or will be required to be the holder of a certificate of Registration shall be paid 58 cents per hour in addition to their ordinary rate of pay.

This allowance shall be paid for all purposes of the award with the exception of Clause 4 OVERTIME and Clause 10, Night and/or shift work in which case it shall be paid as a flat rate and not subject to penalty provisions.

- (vi) The allowances contained in sub-clause (iv) and (v) of this clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain an appropriate hourly rate.
- (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

- 2. Delete clause 6, Leading Hands and insert in lieu thereof the following:

6. Leading Hands

Leading hand tradesmen shall be paid at the rate of the following amounts whilst so employed, in addition to the rates of wages prescribed by Clause 5, Rates of wages, tool and special allowances of this award, for employees of the same classification:

	Per week \$
When in charge of not less than three and not more than ten employees	26.20
When in charge of more than ten and not more than twenty employees	39.70
When in charge of more than twenty employees	50.44

3. Delete clause 7, Special Rates, and insert in lieu thereof the following:

7. Special Rates

In addition to the ordinary rates of wages.

- (i) Tunnels: An employee when working in a tunnel 402.34 metres or over in length or in the Eveleigh Engine dive shall be paid at the rate of 43 cents per hour extra.
- (ii) Wet places: An employee when working in any place where his clothing or boots become saturated whether by water, oil or otherwise shall be paid at the rate of 54 cents per hour extra; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (iii) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material or scupper containing sewage shall be paid an additional \$5.70 per day or part of a day thereof.
- (iv) Boilers, flues, etc: An employee when engaged in alteration of repairs to boilers, flues, furnaces, retorts and kilns shall be paid at the rate of \$1.62 per hour extra.
- (v) Swinging scaffold - a payment of \$3.94 for the first four hours or any portion thereof and 80 cents for each hour thereafter on any day shall be made to any person employed -
 - (a) On any type of swing scaffold or any scaffold suspended by rope of cable, bosuns chair etc.,
 - (b) On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

- (vi) An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 70 cents per hour or part thereof.
- (vii) Hotwork: An employee who works in a place where the temperature has been artificially raised to between 46 degrees and 54 degrees Celsius shall be paid 54 cents per hour or part thereof exceeding 54 degrees Celsius- 70 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

- (viii) An employee who works in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid 67 cents per hour extra.
- (ix) Roof Repairs: Employees engaged on repairs to roofs shall be paid 70 cents per hour.
- (x) An employee who is an authorised operator of explosive power tools shall be paid \$1.28 for each day on which he uses such a tool.
- (xi) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 54 cents per hour in addition to ordinary rates. This sub-clause shall not apply to an employee working on a bosun's chair or swinging stage.

- (xii) An employee being the holder of a Department of Industrial Relations oxyacetylene or electric welding certificate or equivalent qualifications recognised by the Employer when required by the Employer to act on either of his certificates or equivalent qualifications during the course of his employment shall be entitled to be paid for every hour of his employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum of 47 cents per hour for each certificate in addition to the rates for journeyman plumbers.
- (xiii) A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Commerce shall be paid 54 cents per hour extra.
- (xiv) Computing quantities- Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.94 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in clause 6, Leading Hands, of this award.
- (xv) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 69 cents per hour extra.
- (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 43 cents per hour extra for any time worked when the air-conditioning plant is not operated.
- (c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the WorkCover Authority of New South Wales.
- (d) Employees working in close proximity to employees so engaged shall be paid 54 cents per hour extra.
- (e) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xvii) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 48 cents per hour extra. While so employed employees will be supplied with gloves.
- (xviii) Bricklayers laying other than standard bricks - bricklayers employed laying blocks (other than concrete blocks for plugging purposes shall be paid the following additional rates:
- Where the blocks weigh over 5.5 kg and under 9 kg: 54 cents
- Where the blocks weigh 9 kg or over up to 18 kg: 98 cents
- Where the blocks weigh over 18 kg: \$1.37
- An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.
- (xix) Plumbers engaged on electric welding applicable to plumbing other than those covered by sub-clause (xii) of this clause shall be paid 16 cents per hour extra for the time so worked.

- (xx) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (ie combination overalls and breathing equipment or similar apparatus) such employees shall be paid 68 cents per hour whilst so engaged.
- (xxi) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 48 cents per hour.
- (xxii) Second hand timber: A carpenter and joiner who, whilst working on second hand timber has his tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$2.12 for each day upon which his tools are so damaged. Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the commission's representative on the job in order that he may have an opportunity to properly investigate the matter.
- (xxiii) Marking setting out- A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$20.76 per week.
- (xxiv) Rates not cumulative: Where more than one of the above special rates provide payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.

- 4. This variation shall take effect from the beginning of the first pay period to commence on or after 10th July, 2007.

I. TABBAA, Commissioner.

PLANT, &c., OPERATORS ON CONSTRUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete the tables appearing in paragraphs (e) and (f) of subclause (1) of clause 5, Wage Rates, of the award published 16 November 2001 (329 I.G. 625), and insert in lieu thereof the following:

Broadbanded Award Classification	New CW Classification	SWC 2006 Rate Eff. 10/07/06 \$	SWC 2007 \$	New Rate Effective 10/07/07 \$
Group A	CW3	598.30	20.00	618.30
Group B	CW4	619.20	20.00	639.20
Group C	CW5	640.00	20.00	660.00
Group D	CW5	640.00	20.00	660.00
Group E	CW5	640.00	20.00	660.00
Group F	CW6	658.90	20.00	678.90
Group G	CW6	658.90	20.00	678.90
Group H	CW7	679.70	20.00	699.70

Classification	10 July 2007 \$
CW8	722.60
CW7	699.70
CW6	678.90
CW5	660.00
CW4	639.20
CW3	618.30
CW2	599.60
CW1(d)	586.20
CW1(c)	574.60
CW1(b)	566.20
CW1(a)	553.70

2. Delete subclause (4) of the said clause 5, and insert in lieu thereof the following:
- (4) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
- (a) any equivalent overaward payments and/or
- (b) award wage increases since 29 May, 1991 other than Safety Net, State Wage Case and minimum rates adjustments.

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Rate per week
	\$
The rates of pay in this table represent the rates applicable to employees covered by this award and come about as a result of the insertion of the new classification structure. The new classification structure is subject to a transitional period. Accordingly, the rates of pay in this table do not apply until the transitional period is complete. See clauses 5(1)(e) and 5(1)(f) for the rates of pay applicable during the transitional period.	
Construction Worker Level 8 - CW8	722.60
Construction Worker Level 7 - CW7	699.70
Construction Worker Level 6 - CW6	678.90
Construction Worker Level 5 - CW5	660.00
Construction Worker Level 4 - CW4	639.20
Construction Worker Level 3 - CW3	618.30
Construction Worker Level 2 - CW2	599.60
Construction Worker Level 1 - CW1(d)	586.20
Construction Worker Level 1 - CW1(c)	574.60
Construction Worker Level 1 - CW1(b)	566.20
Construction Worker Level 1 - CW1(a)	553.70

Table 2 - Other Rates and Allowances

Item	Clause	Brief Description	Amount \$
1	5(5)(i)	Operator in charge of plant	14.73 per week
2	5(5)(ii)(a)	Industry allowance	23.50 per week
4	5(5)(iii)	Employees engaged in waste disposal depots	1.09 per hour
5	5(5)(iv)	Leading hands - In charge of more than 2 and up to 5 employees In charge of more than 5 and up to 10 employees In charge of more than 10 employees	20.80 per week 29.30 per week 37.34 per week
6	5(5)(v)	Special Allowance - Employees within A.I. & S, Port Kembla	0.83 per hour
7	5(5)(vi)	Employees involved in road construction work in the Illawarra region near coal wash	0.53 per hour
8	14(ii)	Meal Allowance each subsequent meal	10.90 per meal 9.00 per meal
9	5(2)	Floating/Mobile/other cranes for every 5 tonnes in excess of 20 tonnes a fixed amount of;	1.73
10	31(i)(a)	Excess Fares Small Fares	15.40 per day 5.90 per day
	31(i)(b)	Travel Pattern Loading	7.25 per week
11	31(iv)(a)	Travel in excess of 40 kilometres from the depot Minimum Payment	0.83 per km 15.40 per day
	31(iv)(b)	Use of Own Vehicle	0.83 per km
	31(iv)(c)	Road Escort - Own Vehicle	0.83 per km
	31(iv)(d)	Transfer - One job to another Own Vehicle	0.83 per km
12	31(v)	Carrying of Fuels Oils and/or grease	8.88 per day

13	33(iii)(a) 33(iii)(b)	Country Work Allowance Unbroken Week Broken Week	381.10 per week 54.50 per day
14	33(iii)(c)(1)	Travel Allowance - Weekend Return	31.10 per occasion
15	33(v)	Meal Allowance whilst travelling	10.90 per meal
16	34(xv)(a)	Camping Area - Weekend return	31.10 per occasion
17	35(ii)	Caravan Allowance Unbroken Week Broken Week	177.90 per week 25.40 per day
18	37(i)	Employees working in the west and north districts of the State Employees working in the western districts of the State	1.12 per day 1.85 per day
19	37(ii)	Employees working in the southern districts of the State	1.85 per day
20	38(x)(c)(v)(A)	First-Aid Allowance	2.26 per day
21	38(x)(c)(v)(B)	First-Aid Allowance	3.56 per day
22	38(xi)(d)	Employee engaged in lime work	0.53 per hour

4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July, 2007.

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

(084)

SERIAL C5850**BUILDING CRANE DRIVERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete subclause (ii) of clause 4, Rates of Pay, of the award published 22 April 2005 (350 I.G. 345), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the State Wage Case - 2007 adjustment as set out in Table 1 - Wages, of Part B, Monetary Rates, payable under the State Wage Case - 2007 decision. This adjustment may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Base Rate Per Week \$	Safety Net Adjustment Per Week \$	Total Margin Per Week \$
Lofty Crane Driver	495.20	179.00	674.20

Item No	Clause No.	Brief Description	Amount \$
1.	8(iii)	Overtime meal allowance	10.90 per meal
2.	8 (iii) (a)	Meal interval	10.90 per meal
3.	10A(i)	Travel Allowance	14.20 per day
4.	10A(ii)	Travel within 50 klm from depot	14.20 per day
5	10 I (ii)	Transfer of Work Sites	0.83 cents per klm
6.	10 D (i)(b)	Excess travel	0.42 cents per klm
7.	10M	Travelling time allowance	9.15 per week
8.	11 (iii) (b)	Living away from home weekly rate	381.10 per week
9.	11 (iii) (b)	Living away from home daily rate	54.50 per day
10.	11 (v) (c) (iii)	Meals while travelling	10.90 p/meal
11.	11 (vi)	Return journey	18.40
12.	11 (xi) (b)	Weekly camping rate	152.90 per week
13.	11 (xi) (b)	Daily camping rate	21.90 per day
14.	12A	Industry Allowance	\$23.50 per week

15.	12B	Multi Storey Allowance - From 4th floor level to 10th floor level From 11th floor level to 15th floor level From 16th floor level to 20th floor level From 21st floor level to 25th floor level From 26th floor level to 30th floor level From 31st floor level to 40th floor level From 41st floor level to 50th floor level From 51st floor level to 60th floor level From 61st floor level onwards	\$0.47 per hour extra \$0.53 per hour extra \$0.62 per hour extra \$0.79 per hour extra \$0.97 per hour extra \$1.02 per hour extra \$1.16 per hour extra \$1.34 per hour extra \$1.41 per hour extra
16.	12C	Towers Allowance Up to 15 metres For every additional 15 metres	\$0.53 per hour \$0.53 per hour
17.	12D(ii)	Dirty work	\$0.53 per hour extra

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July, 2007.

I. TABBAA, Commissioner.

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(301)

SERIAL C5851**ENGINE DRIVERS, &c., GENERAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete subclause 5.4 of clause 5, Rates of Pay, of the award published 2 November 2001 (329 I.G 164), and insert in lieu thereof the following:

5.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments; and/or
- (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Wage Group	Total Award Wage Per Week 25/02/07	SWC 2007	Total Award Wage Per Week 25/02/08
*Level 13 -			
A	504.40	27.00	531.40
B	507.60	23.80	531.40
Level 12 -			
D	512.10	20.00	532.10
C	519.00	20.00	539.00
B	522.20	20.00	542.20
A	525.20	20.00	545.20
Level 11 -			
C	530.00	20.00	550.00
B	536.60	20.00	556.60
A	540.00	20.00	560.00
A(ii)	548.70	20.00	568.70
Level 10 -			
C	555.60	20.00	575.60
B	558.90	20.00	578.90
A	570.00	20.00	590.00
Level 9 -			
C	575.60	20.00	595.60
B	583.80	20.00	603.80
A	587.90	20.00	607.90

Level 8	600.40	20.00	620.40
Level 7	609.20	20.00	629.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Eff. 25/02/07 \$	SWC 2007 Eff. 25/02/08 \$
1	5.1(d)	Mobile cranes - 2 or more forklifts/cranes engaged on any lift	2.26 p/d	2.35 p/d
2	6.1	Boiler cleaner allowance	1.23 p/d	1.28 p/d
3	5.2	Special work	0.12 p/h	0.12 p/h
4	5.3(a)	Attending to refrigerator compressors Attending to electric generator or dynamo exceeding 10 kW capacity In charge of plant	24.73 p/w 24.73 p/w 24.73 p/w	25.72 p/w 25.72 p/w 25.72 p/w
5	5.3(b)	Attending switchboard (350 kW or over)	7.65 p/w	7.96 p/w
6	5.3(c)	Ship repairing	9.37 p/w	9.74 p/w
7.	6.2	Cold Places	0.51 p/h	0.53 p/h
8.	6.3	Wet Places Allowance	0.51 p/h	0.53 p/h
9.	6.5	Construction Allowance	28.89 p/w	30.05 p/w
10.	6.6	Quarries Pty Ltd Allowance	0.51 p/h	0.53 p/h
11.	6.4	Dirty Work Allowance	0.51 p/h	0.53 p/h
12.	15.2	Stop-Start Engine Allowance	29.57 p/w	30.75 p/w
13.	23.3(a)	Overtime Meal Allowance		Eff. 11/09/06 10.90 per occasion

3. This variation shall take effect from the beginning of the first pay period to commence on or after 25 February 2008.

I. TABBAA, Commissioner.

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(537)

SERIAL C5852

PLASTERERS, SHOP HANDS AND CASTERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Tabbaa

29 June 2007

VARIATION

1. Delete clause 3, Wages of the award published 22 April 2005 (350 I.G. 331), and insert in lieu thereof the following:

3. Wages

- (i) The following minimum rates of pay shall be paid to adult employees:

	Total Rate Eff 10/07/06 \$	SWC 2007 \$	Total Rate Eff 10/07/07 \$
Classification			
Shop Hand	598.30	20.00	618.30
Caster	512.90	20.00	532.90
Mechanical Cornice Attendant & Operator	504.40	27.00	531.40
Cornice Machine Attendant	504.40	27.00	531.40
All Others	504.40	27.00	531.40

Tool Allowances	\$
Shop Hand	3.30
Caster	1.40

- (ii) Junior casters minimum rates of pay shall be the rates set out hereunder calculated to the nearest five cents, any fraction of five cents in the result not exceeding half of five cents to be disregarded:

Percentage of the sum of the total wage assigned to an adult caster

	Percentage per week
1st year	48
2nd year	68
3rd year	90

- (iii) Casual Employees - A casual employee, that is an employee engaged for less than forty hours per week, shall be paid one-fifth of the weekly rate plus 10 per centum per day or portion thereof.
- (iv) Leading Hands:
- (a) An employee appointed to be in charge of more than two and up to and including five employees shall be a leading hand and shall be paid \$16.06 per week extra.
- (b) An employee appointed to be in charge of more than five and up to and including ten employees shall be a leading hand and shall be paid \$20.30 per week extra.

- (c) An employee appointed to be in charge of more than ten employees shall be a leading hand and shall be paid \$28.59 per week extra.
 - (v) Where an employee is sent from a shop to a job to perform casters and/or fibrous fixers and gypsum plasterboard fixers' work the worker shall be paid the hourly rates and conditions applying to fixers in the Building and Construction Industry (State) Award whilst he or she is actually employed on this work and this hourly rate shall be paid in lieu of normal pay.
2. Delete clause 4, State Wage Case Adjustments, and insert in lieu thereof the following:

4. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under State Wage Case 2007. 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
3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July, 2007.

I. TABBAA, Commissioner.

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(058)

SERIAL C5853**BUILDING EMPLOYEES MIXED INDUSTRIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1000 of 2007)

Before Commissioner Ritchie

10 July 2007

VARIATION

1. Delete subclause 16.8 of clause 16, Wages, of the award published 16 November 2001 (329 I.G. 577), and insert in lieu thereof the following:
 - 16.8 The rates of pay in this award include adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete paragraphs 16.4.2 and 16.4.3.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

	Base Rate \$	Supplementary payment \$	SWC Adjustments \$	Tool Allowance \$	Ordinary Weekly Rate \$
Carpenters & Joiners	367.30	38.20	193.00	24.20	622.70
Bricklayers	367.30	38.20	191.00	17.10	613.60
Plumbers including: Gasfitters & Drainers	369.60	38.00	193.00	24.20	n/a
Painters, Including: Signwriters Marblers, Grainers & Artworkers	367.30	38.00	193.00	5.80	n/a

Builders Labourer

Classification	Previous Ordinary Weekly Rate \$	SWC Adjustments \$	Current Ordinary Weekly Rate \$
1. Rigger, Dogger	431.40	124.00	555.40
2. Scaffolder (as defined), powder monkey hoist or winch driver, foundation shaftperson (as defined), concrete finisher (as defined), steel fixer including tack welder	420.20	124.00	544.20
3. Bricklayer's labourer, plasterer's labourer, assistant rigger (as defined), assistant powder monkey (as defined) demolition work (after 3 months experience) gear hand, pile driver (concrete), hammerperson, mixer driver (concrete), steel erector, aluminium alloy structural erectors, (whether pre-fabricated or otherwise), gantry hand or crane hand, crane chaser, cement gun operator, concrete cutting or drilling machine operator, concrete gang including concrete floater (as defined), roof layer (malthoid or similar material) dump cart operator, under pinner, steel or bar bender to pattern or plan, concrete formwork stripper	408.00	124.00	532.00
4. Builder's labourer employed on work other than that specified in (1) to (3) hereof	384.20	147.20	531.40

Apprentices

Carpenters/Joiners/Bricklayers/Painters

	Indentured \$	Trainees \$
1st Year	208.70	234.10
2nd Year	305.20	342.60
3rd Year	404.10	444.10
4th Year	472.60	498.80

Plumbers

	\$	\$
1st Year	210.70	238.00
2nd Year	307.90	346.10
3rd Year	405.60	447.70
4th Year	477.00	503.70

Table 2 - Allowances

Item	Clause	Description	Amount \$
1	16.1	Tool Allowance	
	16.1	Carpenter/Joiner	24.20 per week
	16.2	Bricklayer	17.10 per week
	16.3	Plumber	24.20 per week
	16.4	Painter	5.80 per week
		Plumber - Registration Allowance	0.50 per hour

2	16.2.2	Adjustments Ships Plumber	0.27 per hour
	16.2.3	Drainer (amount to be deducted)	0.05 per hour
	16.3.2	Signwriter	0.43 per hour
	16.3.3	Marbler and Grainer	0.43 per hour
	16.3.4	Ship Painter	0.34 per hour
	16.3.5	Casual Ships Painter	13.45 per day
	16.3.6	Signwriter, Grainer, Gilder on Ship work	0.74 per hour
	16.3.7(a) 16.3.7(b)	Artworker Grade 2 Artworker Grade 1	0.42 per hour 0.76 per hour
All Employees			
3	17.2.1	Insulation	0.66 per hour
4	17.2.2	Hot Work between 46 and 54 degrees	0.53 per hour
		exceeding 54 degrees	0.66 per hour
5	17.2.3	Cold Work	0.53 per hour
6	17.2.4	Confined Spaces	0.66 per hour
7	17.2.5	Swing Scaffold first four hours	3.84
		every hour after	0.75 per hour
8	17.2.6	Wet Work	0.53 per hour
9	17.2.7	Dirty Work	0.53 per hour
10	17.2.8	Towers Allowance above 15 meters in height	0.53 per hour
		each additional 15 meters	0.53 per hour
11	17.2.9	Toxic Substances preparation and application	0.66 per hour
		when air conditioning plant not operating	0.43 per hour
		Close Proximity to employees so engaged	0.53 per hour
12	17.2.11	Computing Quantities All Trades except Plumbers	3.84 per day
		Plumbers	0.53 per hour
13	17.2.12	Asbestos Eradication	1.78 per hour
Carpenters, Joiners and Bricklayers Only			
14	17.3.1	Roof Work	0.66 per hour
15	17.3.2	Ship Repair	12.90 per week
16	17.3.3	Second Hand Timber	2.09 per day
17	17.3.4	Acid Work	1.40 per hour
18	17.3.5	Cleaning Down Brick Work	0.48 per hour
19	17.3.6	Bagging	0.48 per hour
20	17.3.7	Brick Cutting Machine	0.66 per hour
21	17.3.8	Heavy Blocks weighting over 5.5 kg and under 9 kg	0.53 per hour
		weighting over 9 kg and under 18 kg	0.97 per hour
		weighting over 18 kg	1.35 per hour
Carpenters, Joiners, Bricklayers and Painters			
22	17.4.1	Tunnel and Shaft	0.66 per hour
23	17.4.2	Furnace Work	1.40 per hour
24	17.4.3	Explosive Power Tools	1.26 per hour
Plumbers Only			
25	17.5.1	Chokages	6.04 per day
26	17.5.2	WC's Urinals	0.66 per hour
27	17.5.3	Height Work	0.53 per hour
28	17.5.4	Lead Burner	0.67 per hour
		Lead Burner in Chemical Works	0.88 per hour
		Oxyacetylene or Electric Welding Certificate Welding in Compliance with AS4041-1998	0.48 per hour 0.70 per hour

		Welding other than under 17.5.4(c)	Min per day \$5.38 0.12 per hour
29	17.5.5	Using or in close proximity to Asbestos	0.66 per hour
30	17.5.6	Slaughter Yards	1.26 per hour
31	17.5.7	Roof Work	0.74 per hour
32	17.5.8	Use of Licences Plumber's Licence Gasfitter's Licence Drainer's Licence Plumber's and Drainer's Licence Plumber's and Gasfitter's Licence Gasfitter and Drainers Licence	0.81 per hour 0.81 per hour 0.71 per hour 1.09 per hour 1.09 per hour 1.52 per hour
33	17.5.9 (a) (b) (c)	District Allowance	0.86 per hour 1.40 per hour 1.40 per hour
Ship Plumbers			
34	17.6.1	Ballast and Oil Tanks	0.66 per hour
34	17.6.2	Bilges	0.48 per hour
38	17.6.3	Diesel Engines	0.48 per hour
Painters			
37	17.7.2	Height Work	0.48 per hour
38	17.7.3	Use of Rigging or Scaffold Certificate	0.53 per hour
39	17.7.4	Spray Allowance	0.53 per hour
40	17.7.5	Power Tools	0.53 per hour
Builders Labourers			
41	16.4.2	Builders Labourer engaged on maintenance - not applicable	
	16.4.3	Builders Labourer other than on maintenance - not applicable	
42	17.8.1 17.8.2	Work on Acid Resistant Brick Work Boilers, furnaces, Kilns, etc	0.50 per hour 0.50 per hour
43	17.9.1	Apprentices use of Rigging or Scaffold Certificate	0.53 per hour
44	18	Leading Hand Carpenters and Bricklayers In charge of: not more than 1 person more than 2 but not more than 5 persons more than 5 but not more than 10 persons more than 10 persons Plumbers In charge of: up to 2 journeypersons 3 to 5 journey persons 5 to 10 journeypersons over 10 journeypersons	Per week 15.10 per week 33.10 per week 42.20 per week 56.30 per week 0.72 per hour 0.85 per hour 1.09 per hour 1.40 per hour
		Painters In charge of: 1 to 5 journeypersons (and/or apprentices) 6 to 15 journeypersons (and/or apprentices) more than 15 journeypersons (and/or apprentices) Builders' Labourers In charge of not less than 2 nor more than 5 persons not less than 5 nor more than 10 persons more than 10 persons	6.64 per day 8.28 per day 11.32 per day 27.40 per week 34.30 per week 46.30 per week

45	20.3.2	Ships Work - Special Places	0.48 per hour
46	20.3.3	Insulations with granulated cork	0.48 per hour
47	20.4	Removal Bitumous Compounds	0.48 per hour
48		Industry Allowance	23.50 per week
49	15.2	Overtime Meal Allowance	10.90 per meal
50	22.3.1(b)	Living Away from Home - Weekly	381.10 per week
51	22.3.1(c)	Living Away from Home - Daily	54.50 per day
52	22.4.1(a)(iii)	Travel Expenses - Meal	10.90 per meal
53	22.4.1(b)(i)	Return Journey	18.40 per occasion
54	22.6.5	Weekend Return Home	31.10 per occasion
55	24.1.1	First Aid Allowance	2.19 per day
56	26.2.1	Loss of Tools and Clothing	1402.00

4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July, 2007.

D.W. RITCHIE, Commissioner

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**MISCELLANEOUS WORKERS (CATHOLIC PERSONAL/CARER'S
LEAVE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 635 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete in clause 2, Definitions, the words "Cemetery and Crematoria Employees (State) Award" of the award published 7 May 1999 (309 I.G. 196).
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 31 July 2007.

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

R. W. HARRISON *D.P.*

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STOREMEN AND PACKERS BOND AND FREE STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 654 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete the word "she" in subclause (v) of clause 6, Overtime of the award published 9 February 2001 (322 I.G. 72) and insert in lieu thereof the following:

"her"
2. Delete the word "establishmen4" in subclause (ii) of clause 10, Holidays and insert in lieu thereof the following:

"establishment"
3. Delete in paragraph (a) of subclause (ii) of clause 34, Superannuation the word "three per cent" and insert in lieu thereof the following:

"nine per cent"
4. Delete in subclause (iii) of clause 34, Superannuation the word "3%" and insert in lieu thereof the following:

"nine per cent"
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 31 July 2007.

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

R. W. HARRISON *D.P.*

STOREMEN AND PACKERS - GROCERY AND VARIETY WAREHOUSE (STATE) SUPERANNUATION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 653 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete in subclause (i) of clause 3, Contributions of the award published 24 August 2001 (327 I.G. 202) the word "three per cent" and insert in lieu thereof the following:

"nine per cent"
2. Delete in subclause (v) of clause 3, Contributions the word "There" and insert in lieu thereof the following:

"Where"
3. Renumber clause 4, Area, Incidence and Duration to read as (a), (b), and (c).
4. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

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

R. W. HARRISON *D.P.*

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SYDNEY OLYMPIC PARK PAID PARKING (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1802 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

REVIEWED AWARD

1. Delete clause 25, Area Incidence and Duration of the Award published 17 May 2002 (333 I.G. 575) and insert in lieu thereof the following:

25. Area, Incidence and Duration

- (i) This award shall regulate the terms and conditions of employment of parking attendants, as defined in clause 3(ix) of the Parking Attendants &c. (State) Consolidated Award, employed in those classifications as described in clause 2 of this award and who perform work at car parking facilities, from time to time, for an employer contracted to provide these services by the Sydney Olympic Park Authority and/or its successor.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and supersedes the Sydney Olympic Park Paid Parking (State) Award 2001 published 17 May 2002 (333 I.G. 575) (308 I.G. 791), and all variations thereof.
- (iii) The award published 1 April 1999 took effect from 15 October 1998.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for the Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on and from 22 June 2004.
- (v) The award remains in force until varied or rescinded, the period for which it was made having already expired.

R. W. HARRISON *D.P.*

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**METAL, ENGINEERING AND ASSOCIATED INDUSTRIES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 764 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the second last paragraph in clause 1.5 Area, Incidence and Duration of the award published 8 June 2001 (325 I.G. 209) 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 24 July 2007.

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

2. Delete the reference to "MERISTAB" in subparagraph (ii) of subclause 5.1.3 of clause 5.1. Classifications and Rates of Pay, and insert in lieu thereof the following:

"MERSITAB"

J. P. GRAYSON *D.P.*

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CROWN EMPLOYEES (NSW POLICE (NURSES')) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 1052 of 2007)

Before Commissioner McLeay

4 July 2007

VARIATION

1. Delete clause 2, Further Claims, of the award published 3 March 2006 (357 I.G. 698) and insert in lieu thereof the following:

2. Further Claims

The Association undertakes not to pursue any further salary or conditions claims during the term of this Award, that is, to 30 June 2008, except as provided for in the Memorandum of Understanding between the NSW Government and the Association dated December 2005.

2. Delete paragraph 2 of clause 23, Area Incidence and Duration and insert in lieu thereof the following:

This award shall operate from the beginning of the first full pay period to commence on or after 1 July 2004, and shall remain in force until 30 June 2008.

3. Delete Table 1 - and Table 2 of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Salaries

Registered Nurse	Weekly Rate first full pay period on or after 01/07/07
1st year	843.40
2nd year	889.80
3rd year	935.70
4th year	984.90
5th year	1,033.70
6th year	1,082.00
7th year	1137.60
8th year	1185.00
Clinical Nurse Specialist	
1st year & there after	1233.40
Clinical Nurse Consultant	
1st year and there after	1516.50

Table 2 - Allowances

Item No.	Clause No.	Description	Amount First Full Pay period on or after 01/07/07
1	3	Team leader Allowance per shift	20.60
2	7.8	On-call allowance during a meal break	10.38
3	18	Clothing allowance per week	7.50

4. This variation shall take effect from 4 July 2007.

J. McLEAY, Commissioner

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ABBOTT AUSTRALASIA PTY LTD CONSENT AWARD 2004-2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 17, Bereavement Leave, of the award published 6 January 2006 (355 I.G. 1083), the following new item 17(vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 17(ii) 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 16.1(c)(i) of clause 16, Personal/Carer's Leave.
 - (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.
2. Delete 16.1(a) of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 16.1(c)(i) 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 clause 15, Sick 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.
3. Delete 16.1(b) of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.
4. Insert the following notation at the end of 16.1(d) of clause 16, Personal/Carer's Leave:

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 14, Grievance Procedures, should be followed.

5. Delete 16.2 of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:

16.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 16.1(c)(i) above who is ill or who requires care due to an unexpected emergency.

6. Delete 16.3(a) of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 16.3(d) into clause 16, Personal/Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 16.7 into clause 16, Personal/Carer's Leave, as follows:

16.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 16.1(b) and 16.1(d) 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 16.1(c)(i) 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.

9. Delete clause 19, Parental Leave, and insert in lieu thereof the following:

19. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ALLIED INDUSTRIAL SERVICES PTY LTD (STATE) CONSENT ENTERPRISE AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 38, Bereavement Leave, of the award published 30 June 2006 (359 I.G. 1092), the following new item 38(c):
 - (c) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in 38(b) 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 39(a)(iii)(2) of clause 39, Personal Carers Leave.
 - (ii) 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.
 - (ii) 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.
2. Delete 39(a)(i) of clause 39, Personal Carers Leave, and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 39(a)(iii)(2) 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 clause 29, Sick 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.
3. Delete 39(a)(ii) of clause 39, Personal Carers Leave, and insert in lieu thereof the following:
 - (ii) 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.

4. Delete 39(a)(iii)(2)(v)(d) of clause 39, Personal Carers Leave, and insert in lieu thereof the following item 39(iv):
 - (iv) 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 32, Disputes Settlement Procedure, should be followed.
5. Delete 39(b) of clause 39, Personal Carers Leave, and insert in lieu thereof the following:
 - (b) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 39(a)(iii)(2) above who is ill or who requires care due to an unexpected emergency.
6. Delete 39(c)(i) of clause 39, Personal Carers Leave, and insert in lieu thereof the following:
 - (i) 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.
7. Insert the following new item 39(c)(iv) into clause 39, Personal Carers Leave, as follows:
 - (iv) 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.
8. Insert the following new item 39(f) into clause 39, Personal Carers Leave, as follows:
 - (f) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 39(a)(ii) and 39(iv) 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 39(a)(iii)(2) 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.

9. Delete clause 37, Parental Leave, and insert in lieu thereof the following:

37. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ARMAGUARD NSW ROAD CREW ENTERPRISE AWARD 2005 - 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 32, Bereavement Leave, of the award published 28 July 2006 (360 I.G. 437), the following new item (f):
 - (f) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in (b) 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 31(a)(iii)(B) of clause 31, Personal/Carer's Leave.
 - (ii) 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.
 - (iii) 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.
2. Delete 31(a)(i) of clause 31, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 31(a)(iii)(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 clause 23, Sick 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.
3. Delete 31(a)(ii) of clause 31, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (ii) 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.
4. Insert the following notation at the end of 31(b) of clause 31, Personal/Carer's Leave:

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 5, Grievance and Dispute Procedure, should be followed.

5. Delete 31(c) of clause 31, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (c) 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 31(a)(iii)(B) above who is ill or who requires care due to an unexpected emergency.
6. Delete 31(d)(i) of clause 31, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (i) 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.
7. Insert the following new item 31(d)(iv) into clause 31, Personal/Carer's Leave, as follows:
 - (iv) 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.
8. Insert the following new item 31(g) into clause 31, Personal/Carer's Leave, as follows:
 - (g) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 31(a)(ii) and 31(b) 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 31(a)(iii)(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.
9. Insert in the Arrangement the following new clause number and subject matter:

31A. Parental Leave

10. Insert the following new clause 31A, Parental Leave, as follows:

31A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

**AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS
WORKERS UNION CHEMICAL INDUSTRY (APS OPERATIONS)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 27, Bereavement Leave, of the award published 27 October 2000 (319 I.G. 768), the following new item (f):

- (f) Bereavement entitlements for casual employees
- (i) Subject to the evidentiary and notice requirements in (b) 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 28.1.3(ii) of clause 28, Personal/Carer's Leave.
 - (ii) 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.
 - (iii) 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.

2. Delete 28.1.1 of clause 28, Personal/Carer's Leave, and insert in lieu thereof the following:

28.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 28.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick 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.

3. Delete 28.1.2 of clause 28, Personal/Carer's Leave, and insert in lieu thereof the following:

28.1.2 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.

4. Insert the following notation at the end of 28.1.4 of clause 28, Personal/Carer's Leave:

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 33, Grievance Procedure, should be followed.

5. Delete 28.2.1 of clause 28, Personal/Carer's Leave, and insert in lieu thereof the following:

28.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 28.1.3(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 28.3.1 of clause 28, Personal/Carer's Leave, and insert in lieu thereof the following:

28.3.1 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.

7. Insert the following new item 28.3.4 into clause 28, Personal/Carer's Leave, as follows:

28.3.4 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.

8. Insert the following new item 28.6 into clause 28, Personal/Carer's Leave, as follows:

28.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 28.1.2 and 28.1.4 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 28.1.3(ii) 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.

9. Delete clause 29, Parental Leave, and insert in lieu thereof the following:

29. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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AVON PRODUCTS PTY LIMITED (BROOKVALE) CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 24A, Bereavement Leave, of the award published 13 May 2005 (350 I.G. 1115), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in (ii) 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(1)(c)(ii) of clause 24, State Personal/Carer's Leave Case.
 - (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.
2. Delete 24(1)(a) of clause 24, State Personal/Carer's Leave Case, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 24(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 23, Sick and 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.
3. Delete 24(1)(b) of clause 24, State Personal/Carer's Leave Case, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 24(1)(d) of clause 24, State Personal/Carer's Leave Case:

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 33, Grievance/Dispute Settlement Procedure, should be followed.

5. Delete 24(2) of clause 24, State Personal/Carer's Leave Case, and insert in lieu thereof the following:

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 24(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 24(3)(a) of clause 24, State Personal/Carer's Leave Case, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 24(3)(d) into clause 24, State Personal/Carer's Leave Case, as follows:

(d) 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.

8. Insert the following new item 24(7) into clause 24, State Personal/Carer's Leave Case, as follows:

(7) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 24(1)(b) and 24(1)(d) 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(1)(c)(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

24B. Parental Leave

10. Insert the following new clause 24B, Parental Leave, as follows:

24B. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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AWU RACING NEW SOUTH WALES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 14, Bereavement Leave, of the award published 31 May 2002 (333 I.G. 1095), the following new item (f):

(f) Bereavement entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements in (b) 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 9(a)(iii)(B) of clause 9, Personal/Carers Leave.
- (ii) 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.
- (iii) 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.

2. Delete 9(a)(i) of clause 9, Personal/Carers Leave, and insert in lieu thereof the following:

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 9(a)(iii)(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 clause 8, Sick 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.

3. Delete 9(a)(ii) of clause 9, Personal/Carers Leave, and insert in lieu thereof the following:

(ii) 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.

4. Insert the following notation at the end of 9(iv) of clause 9, Personal/Carers Leave:

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 20, Industrial Grievance Procedure, should be followed.

5. Delete 9(b)(i) of clause 9, Personal/Carers Leave, and insert in lieu thereof the following:
 - (i) 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 9(a)(iii)(B) above who is ill or who requires care due to an unexpected emergency.
6. Delete 9(c)(i) of clause 9, Personal/Carers Leave, and insert in lieu thereof the following:
 - (i) 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.
7. Insert the following new item 9(c)(iv) into clause 9, Personal/Carers Leave, as follows:
 - (iv) 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.
8. Insert the following new item 9(f) into clause 9, Personal/Carers Leave, as follows:
 - (f) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 9(a)(ii) and 9(iv) 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 9(a)(iii)(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.
9. Insert in the Arrangement the following new clause number and subject matter:

9A. Parental Leave

10. Insert the following new clause 9A, Parental Leave, as follows:

9A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BASELL AUSTRALIA PTY LTD PPU CLYDE OPERATORS AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 6.4, Bereavement Leave, of the award published 20 January 2006 (356 I.G. 680), the following new item 6.4.6:

6.4.6 Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 6.4.2 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 6.6.1(c)(ii) of clause 6.6, Personal/Carer's Leave.
 - (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.
2. Delete 6.6.1(a) of clause 6.6, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 6.6.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 6.2, Sick 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.
3. Delete 6.6.1(b) of clause 6.6, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 6.6.1(d) of clause 6.6, Personal/Carer's Leave:

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 2.1, Dispute And Grievance Procedure, should be followed.

5. Delete 6.6.2 of clause 6.6, Personal/Carer's Leave, and insert in lieu thereof the following:

6.6.2 Unpaid Leave for Family Purposes

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 6.6.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 6.6.3(a) of clause 6.6, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 6.6.3(d) into clause 6.6, Personal/Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 6.6.7 into clause 6.6, Personal/Carer's Leave, as follows:

6.6.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 6.6.1(b) and 6.6.1(d) 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 6.6.1(c)(ii) 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.

9. Delete clause 6.5, Parental Leave, and insert in lieu thereof the following:

6.5 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

BLUE CIRCLE PACKAGING PLANT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 15, Bereavement Leave, of the award published 6 February 1998 (303 I.G. 431), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in (ii) 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 14.1(c)(ii) of clause 14, Personal/Carer's Leave.
 - (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.
2. Delete 14.1(a) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 14.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 13, Sick 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.
3. Delete 14.1(b) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.
4. Insert the following notation at the end of 14.1(d) of clause 14, Personal/Carer's Leave:

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 18, Grievance/Dispute Procedures, should be followed.

5. Delete 14.2(a) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 14.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 14.3(a) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 14.3(d) into clause 14, Personal/Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 14.7(d) into clause 14, Personal/Carer's Leave, as follows:
 - (d) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 14.1(b) and 14.1(d) 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 14.1(c)(ii) 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.
9. Delete clause 12, Parental Leave, and insert in lieu thereof the following:

12. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BLUE CIRCLE SOUTHERN CEMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 31, Bereavement Leave, of the award published 10 March 2006 (357 I.G. 1019), the following new item 31.6:

31.6 Bereavement entitlements for casual employees

31.6.1 Subject to the evidentiary and notice requirements in 31.2 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 30.2(c)(ii) of clause 30, Parental Leave and Personal Carers Leave.

31.6.2 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.

31.6.3 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.

2. Delete 30.2(a) of clause 30, Parental Leave and Personal Carers Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 30.2(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 33, Sick 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.

3. Delete 30.2(b) of clause 30, Parental Leave and Personal Carers Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 30.2(d) of clause 30, Parental Leave and Personal Carers Leave:

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 41, Disputes Settling Procedure, should be followed.

5. Delete 30.3 of clause 30, Parental Leave and Personal Carers Leave, and insert in lieu thereof the following:

30.3 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 30.2(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 28.2(a) of clause 28, Annual Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 28.2(d) into clause 28, Annual Leave, as follows:

- (d) 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.

8. Insert the following new item 30.4 into clause 30, Parental Leave and Personal Carers Leave, as follows:

30.4 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 30.2(b) and 30.2(d) 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 30.2(c)(ii) 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.

9. Delete subclause 30.1 of clause 30, Parental Leave and Personal Carers Leave, and insert in lieu thereof the following:

30.1 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

BLUESCOPE STEEL (AIS) PTY LTD - PORT KEMBLA STEEL WORKS EMPLOYEES AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 30, Compassionate Leave, of the award published 11 March 2005 (349 I.G. 109), the following new item 30.6:

30.6 Bereavement entitlements for casual employees

30.6.1 Subject to the evidentiary and notice requirements in 30.5 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 25.1.3(b) of clause 25, Personal/Carer's Leave.

30.6.2 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.

30.6.3 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.

2. Delete 25.1.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25.1.3(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 clause 24, Sick 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.

3. Delete 25.1.2 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.1.2 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.

4. Insert the following notation at the end of 25.1.4 of clause 25, Personal/Carer's Leave:

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 36, Procedure For Resolving Claims, Issues and Disputes, should be followed.

5. Delete 25.2 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.2 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 25.1.3(b) above who is ill or who requires care due to an unexpected emergency.

6. Delete 25.3.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.3.1 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.

7. Insert the following new item 25.3.4 into clause 25, Personal/Carer's Leave, as follows:

25.3.4 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.

8. Insert the following new item 25.7 into clause 25, Personal/Carer's Leave, as follows:

25.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 25.1.2 and 25.1.4 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 25.1.3(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.

9. Delete clause 31, Parental Leave, and insert in lieu thereof the following:

31. Parenta 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

BLUESCOPE STEEL LIMITED - SPRINGHILL AND CRM EMPLOYEES AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 30, Compassionate Leave, of the award published 18 March 2005 (349 I.G. 293), the following new item 30.6:

30.6 Bereavement entitlements for casual employees

30.6.1 Subject to the evidentiary and notice requirements in 30.5 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 25.1.3(b) of clause 25, Personal/Carer's Leave.

30.6.2 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.

30.6.3 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.

2. Delete 25.1.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25.1.3(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 clause 24, Sick 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.

3. Delete 25.1.2 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.1.2 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.

4. Insert the following notation at the end of 25.1.4 of clause 25, Personal/Carer's Leave:

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 36, Procedure For Resolving Claims, Issues and Disputes, should be followed.

5. Delete 25.2.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 25.1.3(b) above who is ill or who requires care due to an unexpected emergency.

6. Delete 25.3.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.3.1 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.

7. Insert the following new item 25.3.4 into clause 25, Personal/Carer's Leave, as follows:

25.3.4 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.

8. Insert the following new item 25.7 into clause 25, Personal/Carer's Leave, as follows:

25.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 25.1.2 and 25.1.4 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 25.1.3(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.

9. Delete clause 31, Parental Leave, and insert in lieu thereof the following:

31. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BORAL DRILL AND BLAST TEAM (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 33, Bereavement Leave, of the award published 14 July 2006 (360 I.G. 202), the following new item 33.1(f):
 - (f) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in 33.1(b) 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 36.1(c)(ii) of clause 36, Carer's Leave.
 - (ii) 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.
 - (iii) 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.
2. Delete 36.1(a) of clause 36, Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 36.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 35, Sick 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.
3. Delete 36.1(b) of clause 36, Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.
4. Insert the following notation at the end of 36.1(d) of clause 36, Carer's Leave:

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 7, Conflict Resolution, should be followed.

5. Delete 36.2(a) of clause 36, Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 36.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 36.3(a) of clause 36, Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 36.3(d) into clause 36, Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 36.7 into clause 36, Carer's Leave, as follows:

36.7 Personal Carers Entitlement for casual employees -

 - (1) Subject to the evidentiary and notice requirements in 36.1(b) and 36.1(d) 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 36.1(c)(ii) 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.
9. Delete clause 32, Parental Leave, and insert in lieu thereof the following:

32. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BORAL EMU PLAINS QUARRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 28, Bereavement Leave, of the award published 15 July 2005 (352 I.G. 586), the following new item 28.6:

28.6 Bereavement entitlements for casual employees

28.6.1 Subject to the evidentiary and notice requirements in 28.2 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 27.2(c)(ii) of clause 27, Parental Leave & Personal/Carer's Leave.

28.6.2 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.

28.6.3 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.

2. Delete 27.2(a) of clause 27, Parental Leave & Personal/Carer's Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 27.2(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 30, Sick 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.

3. Delete 27.2(b) of clause 27, Parental Leave & Personal/Carer's Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 27.2(d) of clause 27, Parental Leave & Personal/Carer's Leave:

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 7, Disputes Procedure, should be followed.

5. Delete 27.3 of clause 27, Parental Leave & Personal/Carer's Leave, and insert in lieu thereof the following:

27.3 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 27.2(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 24.1 of clause 24, Annual Leave, and insert in lieu thereof the following:

24.1 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.

7. Insert the following new item 24.3 into clause 24, Annual Leave, as follows:

24.3 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.

8. Insert the following new item 27.4 into clause 27, Parental Leave & Personal/Carer's Leave, as follows:

27.4 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 27.2(b) and 27.2(d) 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 27.2(c)(ii) 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.

9. Delete subclause 27.1 of clause 27, Parental Leave & Personal/Carer's Leave, and insert in lieu thereof the following:

27.1 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BORAL PEATS RIDGE QUARRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 28, Bereavement Leave, of the award published 31 May 2002 (333 I.G. 932), the following new item 28.1.5:

28.1.5 Bereavement entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements in 28.1.1 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 27.2(c)(ii) of clause 27, Parental Leave and Personal Carer's Leave.
 - (ii) 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.
 - (iii) 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.
2. Delete 27.2(a) of clause 27, Parental Leave and Personal Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 27.2(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 30, Sick 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.
3. Delete 27.2(b) of clause 27, Parental Leave and Personal Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 27.2(d) of clause 27, Parental Leave and Personal Carer's Leave:

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 7, Conflict Resolution, should be followed.

5. Delete 27.3(a) of clause 27, Parental Leave and Personal Carer's Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 27.2(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Insert the following new item 27.4 of clause 27, Parental Leave and Personal Carer's Leave, and insert in lieu thereof the following:

27.4 Annual Leave

- (a) 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.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.
- (d) 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.

7. Insert the following new item 27.5 into clause 27, Parental Leave and Personal Carer's Leave, as follows:

27.5 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 27.2(b) and 27.2(d) 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 27.2(c)(ii) 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.

8. Delete subclause 27.1 of clause 27, Parental Leave and Personal Carer's Leave, and insert in lieu thereof the following:

27.1 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).

9. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BORAL PROSPECT QUARRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 5.5, Bereavement Leave, of the award published 23 April 2004 (344 I.G. 160), the following new item 5.5(6):

5.5(6) Bereavement entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements in 5.5(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 5.8(1)(c)(ii) of clause 5.8, State Personal/Carer's Leave Case - August 1996.
 - (ii) 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.
 - (iii) 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.
2. Delete 5.8(1)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 5.8(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 5.7, Sick and Incapacity Pay 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.
 3. Delete 5.8(1)(b) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 5.8(1)(d) of clause 5.8, State Personal/Carer's Leave Case - August 1996:

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 2.6, Workplace Conflicy, should be followed.

5. Delete 5.8(2)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 5.8(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 5.8(3)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 5.8(3)(d) into clause 5.8, State Personal/Carer's Leave Case - August 1996, as follows:

(d) 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.

8. Insert the following new item 5.8(7) into clause 5.8, State Personal/Carer's Leave Case - August 1996, as follows:

(7) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 5.8(1)(b) and 5.8(1)(d) 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 5.8(1)(c)(ii) 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.

9. Delete clause 5.4, Parental Leave, and insert in lieu thereof the following:

5.4 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BORAL RESOURCES (COUNTRY) PTY LIMITED CONCRETE BATCHING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 5.5, Bereavement Leave, of the award published 17 November 1995 (289 I.G. 453), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in (ii) 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 5.8(1)(c)(ii) of clause 5.8, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 5.8(1)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 5.8(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 5.7, Sick 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.
3. Delete 5.8(1)(b) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 5.8(1)(d) of clause 5.8, State Personal/Carer's Leave Case - August 1996:

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 2.6, Avoidance of Industrial Disputes and Employee Grievances, should be followed.

5. Delete 5.8(2)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 5.8(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 5.8(3)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 5.8(3)(d) into clause 5.8, State Personal/Carer's Leave Case - August 1996, as follows:

- (d) 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.

8. Insert the following new item 5.8(7) into clause 5.8, State Personal/Carer's Leave Case - August 1996, as follows:

- (7) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 5.8(1)(b) and 5.8(1)(d) 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 5.8(1)(c)(ii) 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.

9. Delete clause 5.4, Parental Leave, and insert in lieu thereof the following:

5.4 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BORAL RESOURCES (COUNTRY) PTY LIMITED QUARRYING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 5.5, Bereavement Leave, of the award published 3 February 1995 (283 I.G. 666), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in (ii) 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 5.8(1)(c)(ii) of clause 5.8, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 5.8(1)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 5.8(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 5.7, Sick 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.
3. Delete 5.8(1)(b) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 5.8(1)(d) of clause 5.8, State Personal/Carer's Leave Case - August 1996:

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 2.6, Avoidance of Industrial Disputes and Employee Grievances, should be followed.

5. Delete 5.8(2)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 5.8(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 5.8(3)(a) of clause 5.8, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 5.8(3)(d) into clause 5.8, State Personal/Carer's Leave Case - August 1996, as follows:

(d) 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.

8. Insert the following new item 5.8(7) into clause 5.8, State Personal/Carer's Leave Case - August 1996, as follows:

(7) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 5.8(1)(b) and 5.8(1)(d) 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 5.8(1)(c)(ii) 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.

9. Delete clause 5.4, Parental Leave, and insert in lieu thereof the following:

5.4 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BORAL ST PETERS AND ENFIELD TERMINAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 21, Bereavement Leave, of the award published 14 June 2002 (334 I.G. 348), the following new item 21.1.5:

21.1.5 Bereavement entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements in 21.1.1 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 20.2.3(ii) of clause 20, Parental Leave and Personal/Carer's Leave.
 - (ii) 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.
 - (iii) 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.
2. Delete 20.2.1 of clause 20, Parental Leave and Personal/Carer's Leave, and insert in lieu thereof the following:

20.2.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.2.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 22, Sick 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.

3. Delete 20.2.2 of clause 20, Parental Leave and Personal/Carer's Leave, and insert in lieu thereof the following:

20.2.2 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.

4. Insert the following notation at the end of 20.2.4 of clause 20, Parental Leave and Personal/Carer's Leave:

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, Conflict Procedure, should be followed.

5. Delete 20.3 of clause 20, Parental Leave and Personal/Carer's Leave, and insert in lieu thereof the following:

20.3 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 20.2.3(ii) above who is ill or who requires care due to an unexpected emergency.

6. Insert the following new item Delete 20.4 into clause 20, Parental Leave and Personal/Carer's Leave, as follows:

20.4 Annual Leave

- (a) 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.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.
- (d) 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

7. Insert the following new item 20.5 into clause 20, Parental Leave and Personal/Carer's Leave, as follows:

20.5 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 27.2(b) and 27.2(d) 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 27.2(c)(ii) 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.

8. Delete subclause 20.1 of clause 20, Parental Leave and Personal/Carer's Leave, and insert in lieu thereof the following:

20.1 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).

9. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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BREAD VENDORS (TIP TOP BAKERIES - NEWCASTLE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 15.9 of clause 15, Leave, of the award published 31 January 2003 (338 I.G. 99), the following new item (f):
 - (f) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in (b) 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 15.10(1)(c)(2) of clause 15, Leave.
 - (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.
2. Delete 15.10(1)(a) of clause 15, Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15.10(1)(c)(2) 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 15.1(c) of clause 15, 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.
3. Delete 15.10(1)(b) of clause 15, Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 15.10(1)(d) of clause 15, Leave:

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 23, Settlement of Disputes and Grievances, should be followed.

5. Delete 15.10(2) of clause 15, Leave, and insert in lieu thereof the following:

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15.10(1)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 15.10(3)(a) of clause 15, Leave, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 15.10(3)(d) into clause 15, Leave, as follows:

(d) 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.

8. Insert the following new item 15.10(6) into clause 15, Leave, as follows:

(6) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 15.10(1)(b) and 15.10(1)(d) 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 15.10(1)(c)(2) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

15A. Parental Leave

10. Insert the following new clause 15A, Parental Leave, as follows:

15A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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CALTEX/KURNELL MAINTENANCE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 34, Bereavement Leave, of the award published 31 May 2002 (333 I.G. 1054), the following new item 34.6:

34.6 Bereavement entitlements for casual employees

34.6.1 Subject to the evidentiary and notice requirements in 34.2 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 36.1.3.2 of clause 36, Personal/Carer's Leave.

34.6.2 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.

34.6.3 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.

2. Delete 36.1.1 of clause 36, Personal/Carer's Leave, and insert in lieu thereof the following:

36.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 36.1.3.2 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 clause 20, Sick 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.

3. Delete 36.1.2 of clause 36, Personal/Carer's Leave, and insert in lieu thereof the following:

36.1.2 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.

4. Insert the following notation at the end of 36.1.4 of clause 36, Personal/Carer's Leave:

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 22, Settlement of Disputes or Claims, should be followed.

5. Delete 36.2.1 of clause 36, Personal/Carer's Leave, and insert in lieu thereof the following:

36.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 36.1.3.2 above who is ill or who requires care due to an unexpected emergency.

6. Delete 36.3.1 of clause 36, Personal/Carer's Leave, and insert in lieu thereof the following:

36.3.1 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.

7. Insert the following new item 36.3.4 into clause 36, Personal/Carer's Leave, as follows:

36.3.4 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.

8. Insert the following new item 36.7 into clause 36, Personal/Carer's Leave, as follows:

36.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 36.1.2 and 36.1.4 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 36.1.3.2 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.

9. Delete clause 26, Parental Leave, and insert in lieu thereof the following:

26. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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CHICKADEE FOODS PTY LTD (LISAROW SITE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 13, Compassionate Leave, of the award published 16 September 2005 (353 I.G. 874), the following new item 13.4:

13.4 Bereavement entitlements for casual employees

13.4.1 Subject to the evidentiary and notice requirements in 13.1 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 12.1,3(ii) of clause 12, State Personal/Carers Leave.

13.4.2 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.

13.4.3 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.

2. Delete 12.1.1 of clause 12, State Personal/Carers Leave, and insert in lieu thereof the following:

12.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 12.1,3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick 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.

3. Delete 12.1.2 of clause 12, State Personal/Carers Leave, and insert in lieu thereof the following:

12.1.2 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.

4. Insert the following notation at the end of 12.1,4 of clause 12, State Personal/Carers Leave:

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 30, Dispute Resolution Procedure, should be followed.

5. Delete 12.2 of clause 12, State Personal/Carers Leave, and insert in lieu thereof the following:

12.2 Unpaid leave for Family Purposes

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 12.1,3(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 12.3.1 of clause 12, State Personal/Carers Leave, and insert in lieu thereof the following:

12.3.1 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.

7. Insert the following new item 12.3.4 into clause 12, State Personal/Carers Leave, as follows:

12.34. 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.

8. Insert the following new item 12.7 into clause 12, State Personal/Carers Leave, as follows:

12.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 12.1,2 and 12.1,4 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 12.1,3(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

12A. Parental Leave

10. Insert the following new clause 12A, Parental Leave, as follows:

12A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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CHUBB SECURITY SERVICES CASH PROCESSING AND CLERICAL AND ADMINISTRATIVE EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 29, Bereavement Leave, of the award published 22 February 2002 (331 I.G. 518), the following new item (vi):

(vi) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in (ii) 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 21(i)(c)(ii) of clause 21, Personal/Carer's Leave.
- (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.

2. Delete 21(i)(a) of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21(i)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick 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.

3. Delete 21(i)(b) of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 21(i)(d) of clause 21, Personal/Carer's Leave:

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 36, Grievance and Dispute Resolution Procedure, should be followed.

5. Delete 21(ii) of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

- (ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 21(i)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 21(iii)(a) of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 21(iii)(d) into clause 21, Personal/Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 21(viii) into clause 21, Personal/Carer's Leave, as follows:

- (viii) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 21(i)(b) and 21(i)(d) 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 21(i)(c)(ii) 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.

9. Delete clause 32, Parental Leave, and insert in lieu thereof the following:

32. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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CITY OF SYDNEY WAGES/SALARY AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 23, Bereavement Leave, of the award published 8 August 2003 (340 I.G. 810), the following new item (vi):

(vi) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in (ii) 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 21.1(c)(ii) of clause 21, Family Care Leave.
- (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.

2. Delete 21.1(a) of clause 21, Family Care Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick 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.

3. Delete 21.1(b) of clause 21, Family Care Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 21.1(d) of clause 21, Family Care Leave:

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 28, Dispute Settlement Procedures, should be followed.

5. Delete 21.2 of clause 21, Family Care Leave, and insert in lieu thereof the following:

21.2 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 21.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 21.3(a) of clause 21, Family Care Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 21.3(d) into clause 21, Family Care Leave, as follows:

- (d) 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.

8. Insert the following new item 21.7 into clause 21, Family Care Leave, as follows:

21.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 21.1(b) and 21.1(d) 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 21.1(c)(ii) 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.

9. Delete clause 22, Parental Leave (including Maternity Leave), and insert in lieu thereof the following:

22. Parental Leave (including Maternity 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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COLEAMBALLY IRRIGATION CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of clause 26, Bereavement Leave, of the award published 11 March 2005 (349 I.G. 51), the following new paragraph:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in this clause 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 29.3.1.3.2 of clause 29, Discretionary, Family and Personal/Carer's Leave.
 - (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.
2. Delete 29.3.1.1 of clause 29, Discretionary, Family and Personal/Carer's Leave, and insert in lieu thereof the following:

29.3.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 29.3.1.3.2 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 clause 24, Sick 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.

3. Delete 29.3.1.2 of clause 29, Discretionary, Family and Personal/Carer's Leave, and insert in lieu thereof the following:

29.3.1.2 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.

4. Insert the following notation at the end of 29.3.1.4 of clause 29, Discretionary, Family and Personal/Carer's Leave:

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 42, Grievance/Dispute Procedures, should be followed.

5. Delete 29.3.2 of clause 29, Discretionary, Family and Personal/Carer's Leave, and insert in lieu thereof the following:

29.3.2 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 29.3.1.3.2 above who is ill or who requires care due to an unexpected emergency.

6. Delete 29.3.3.1 of clause 29, Discretionary, Family and Personal/Carer's Leave, and insert in lieu thereof the following:

29.3.3.1 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.

7. Insert the following new item 29.3.3.3 into clause 29, Discretionary, Family and Personal/Carer's Leave, as follows:

29.3.3.3 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.

8. Insert the following new item 29.3.7 into clause 29, Discretionary, Family and Personal/Carer's Leave, as follows:

29.3.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 29.3.1.2 and 29.3.1.4 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 29.3.1.3.2 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.

9. Delete clause 27, Parental Leave, and insert in lieu thereof the following:

27. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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COOMA CHALLENGE LIMITED BUSINESS SERVICES (STATE) AWARD, THE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 22, Compassionate Leave, of the award published 20 May 2005 (351 I.G. 229), the following new item 22.6:

22.6 Bereavement entitlements for casual employees

22.6.1 Subject to the evidentiary and notice requirements in 22.2 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 21.1.3(ii) of clause 21, Personal/Carer's Leave.

22.6.2 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.

22.6.3 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.

2. Delete 21.1.1 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick 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.

3. Delete 21.1.2 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.1.2 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.

4. Insert the following notation at the end of 21.1.4 of clause 21, Personal/Carer's Leave:

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 7, Dispute Settlement and Grievance Procedure, should be followed.

5. Delete 21.2.1 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 21.1.3(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 21.3.1 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.3.1 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.

7. Insert the following new item 21.3.4 into clause 21, Personal/Carer's Leave, as follows:

21.3.4 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.

8. Insert the following new item 21.6 into clause 21, Personal/Carer's Leave, as follows:

21.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 21.1.2 and 21.1.4 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 21.1.3(ii) 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.

9. Delete clause 46, Parental Leave, and insert in lieu thereof the following:

46. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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**DOWNER ENERGY SYSTEMS PTY LTD AND CLYDE BABCOCK-
HITACHI (AUSTRALIA) PTY LTD CONSORTIUM CONDONG &
BROADWATER CO GENERATION CONSTRUCTION PROJECTS
CONSENT AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of subclause 12.2 of clause 12, Other Leave, of the award published 17 February 2006 (357 I.G. 149), the following new item:

Bereavement entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements in this subclause 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 14(1)(c)(ii) of clause 14, Personal/Carer's Leave.
- (ii) 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.
- (iii) 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.

2. Delete 14(1)(a) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 14(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 10, Sick 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.

3. Delete 14(1)(b) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

- (b) 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.

4. Insert the following notation at the end of 14(1)(c)(ii)(f) of clause 14, Personal/Carer's Leave:

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 19, Dispute Prevention Procedures, should be followed.

5. Delete 14(2) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 14(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 14(3)(a) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 14(3)(d) into clause 14, Personal/Carer's Leave, as follows:

(d) 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.

8. Insert the following new item 14(6) into clause 14, Personal/Carer's Leave, as follows:

(6) Personal Carers Entitlement for casual employees -

(i) Subject to the evidentiary and notice requirements in 14(1)(b) and 14(1)(c)(ii)(f) 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 14(1)(c)(ii) 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.

(ii) 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.

(iii) 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.

9. Delete clause 13, Parental Leave, and insert in lieu thereof the following:

13. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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EASTERN DISTRIBUTOR CONSENT (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 22, Bereavement Leave, of the award published 17 February 2006 (357 I.G. 38), the following new item 22.7:

22.7 Bereavement entitlements for casual employees

22.7.1 Subject to the evidentiary and notice requirements in 22.2 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 20.1(c)(ii) of clause 20, Personal/Carer's Leave.

22.7.2 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.

22.7.3 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.

2. Delete 20.1(a) of clause 20, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 17, Sick 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.

3. Delete 20.1(b) of clause 20, Personal/Carer's Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 20.1(d) of clause 20, Personal/Carer's Leave:

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 30, Dispute Settlement Procedures, should be followed.

5. Delete 20.2(a) of clause 20, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 20.3(a) of clause 20, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 20.3(d) into clause 20, Personal/Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 20.6 into clause 20, Personal/Carer's Leave, as follows:

20.6 Personal Carers Entitlement for casual employees -

 - (1) Subject to the evidentiary and notice requirements in 20.1(b) and 20.1(d) 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 20.1(c)(ii) 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.
9. Delete clause 21, Parental Leave, and insert in lieu thereof the following:

21. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ELECTRO GROUP AND AUSTRALIAN WORKERS' UNION, NEW SOUTH WALES GAS TRAINING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 26, Bereavement Leave, of the award published 10 June 2005 (351 I.G. 737), the following new item 26.6:

26.6 Bereavement entitlements for casual employees

26.6.1 Subject to the evidentiary and notice requirements in 26.2 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 27.1(c)(ii) of clause 27, Personal Carers Leave.

26.6.2 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.

26.6.3 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.

2. Delete 27.1(a) of clause 27, Personal Carers Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 27.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 28, Sick 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.

3. Delete 27.1(b) of clause 27, Personal Carers Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 27.1(d) of clause 27, Personal Carers Leave:

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 5, Disputes Procedure, should be followed.

5. Delete 27.2(a) of clause 27, Personal Carers Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 27.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 27.3(a) of clause 27, Personal Carers Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 27.3(d) into clause 27, Personal Carers Leave, as follows:

- (d) 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.

8. Insert the following new item 27.6 into clause 27, Personal Carers Leave, as follows:

27.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 27.1(b) and 27.1(d) 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 27.1(c)(ii) 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.

9. Delete clause 29, Parental Leave, and insert in lieu thereof the following:

29. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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**FERNZ MINERALS BANKSMEADOW SITE ENTERPRISE CONSENT
AWARD 2001, THE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 4.4 of clause 4, Leave, of the award published 12 July 2002 (335 I.G. 1), the following new item (g):
 - (g) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in (b) 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 4.6(i)(c)(2) of clause 4, Leave.
 - (ii) 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.
 - (iii) 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.
2. Delete 4.6(i)(a) of clause 4, Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 4.6(i)(c)(2) 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 4.2 of clause 4, 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.
3. Delete 4.6(i)(b) of clause 4, Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 4.6(i)(d) of clause 4, Leave:

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 subclause 5.6 of clause 5, Other Provisions, should be followed.

5. Delete 4.6(ii) of clause 4, Leave, and insert in lieu thereof the following:

(ii) Unpaid Leave for Family Purposes

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 4.6(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 4.6(iii)(a) of clause 4, Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 4.6(iii)(d) into clause 4, Leave, as follows:

- (d) 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.

8. Insert the following new item 4.6(vii) into clause 4, Leave, as follows:

(vii) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 4.6(i)(b) and 4.6(i)(d) 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 4.6(i)(c)(2) 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.

9. Insert the following new subclause 4.6A, into clause 4, Parental Leave, as follows:

4.6A 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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FLYASH AUSTRALIA (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into at the end of clause 15, Bereavement Leave, of the award published 31 January 2003 (338 I.G. 117), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in this clause 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 23(1)(c)(ii) of clause 23, Carer's Leave.
- (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.

2. Delete 23(1)(a) of clause 23, Carer's Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 23(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick 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.

3. Delete 23(1)(b) of clause 23, Carer's Leave, and insert in lieu thereof the following:

- (b) 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.

4. Insert the following notation at the end of 23(1)(d) of clause 23, Carer's Leave:

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 20, Disputes Procedure, should be followed.

5. Delete 23(2)(a) of clause 23 , Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 23(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 23(3)(a) of clause 23 , Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 23(3)(d) into clause 23 , Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 23(7) into clause 23 , Carer's Leave, as follows:
 - (7) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 23(1)(b) and 23(1)(d) 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 23(1)(c)(ii) 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.
9. Insert in the Arrangement the following new clause number and subject matter:

23A. Parental Leave

10. Insert the following new clause 23A, Parental Leave, as follows:

23A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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FRESH START BAKERIES AUSTRALIA PTY LIMITED (NSW) ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 16, Bereavement Leave, of the award published 8 April 2005 (349 I.G. 959), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 16(ii) 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 17(i)(c)(2) of clause 17, Personal/Carer's Leave.
 - (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.
2. Delete 17(i)(a) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 17(i)(c)(2) 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 clause 14, Sick 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.
3. Delete 17(i)(b) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 17(i)(d) of clause 17, Personal/Carer's Leave:

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 21, Settlement of Disputes and Grievances, should be followed.

5. Delete 17(ii) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

- (ii) Unpaid Leave for Family Purposes

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 17(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 17(iii)(a) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 17(iii)(d) into clause 17, Personal/Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 17(vi) into clause 17, Personal/Carer's Leave, as follows:

- (vi) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 17(i)(b) and 17(i)(d) 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 17(i)(c)(2) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

17A. Parental Leave

10. Insert the following new clause 17A, Parental Leave, as follows:

17A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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GIST OPERATIONS (NSW) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 7.3, Bereavement Leave, of the award published 19 August 2005 (353 I.G. 284), the following new item 7.3.7:

7.3.7 Bereavement entitlements for casual employees

7.3.7.1 Subject to the evidentiary and notice requirements in 7.3.2 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 7.2.1(c)(ii) of clause 7.2, Personal/Carer's Leave.

7.3.7.2 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.

7.3.7.3 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.

2. Delete 7.2.1(a) of clause 7.2, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 7.2.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 7.1, Sick 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.

3. Delete 7.2.1(b) of clause 7.2, Personal/Carer's Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 7.2.1(d) of clause 7.2, Personal/Carer's Leave:

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 3.1, Dispute And Grievance Procedure, should be followed.

5. Delete 7.2.2(a) of clause 7.2, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 7.2.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 7.2.3(a) of clause 7.2, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 7.2.3(d) into clause 7.2, Personal/Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 7.2.6 into clause 7.2, Personal/Carer's Leave, as follows:

7.2.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 7.2.1(b) and 7.2.1(d) 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 7.2.1(c)(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

7.6 Parental Leave

10. Insert the following new clause 7.6, Parental Leave, as follows:

7.6 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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HARPERCOLLINS PUBLISHERS AUSTRALIA PTY LTD - MOSS VALE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 13, Bereavement Leave, of the award published 3 February 2006 (356 I.G. 1183), the following new item 13.6:

13.6 Bereavement entitlements for casual employees

13.6.1 Subject to the evidentiary and notice requirements in 13.2 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 11.1.3(ii) of clause 11, Personal/Carers Leave.

13.6.2 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.

13.6.3 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.

2. Delete 11.1.1 of clause 11, Personal/Carers Leave, and insert in lieu thereof the following:

11.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 11.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 6, Sick 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.

3. Delete 11.1.2 of clause 11, Personal/Carers Leave, and insert in lieu thereof the following:

11.1.2 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.

4. Insert the following notation at the end of 11.1.4 of clause 11, Personal/Carers Leave:

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 31, Dispute Procedure, should be followed.

5. Delete 11.2 of clause 11, Personal/Carers Leave, and insert in lieu thereof the following:

11.2 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 11.1.3(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 11.3.1 of clause 11, Personal/Carers Leave, and insert in lieu thereof the following:

11.3.1 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.

7. Insert the following new item 11.3.4 into clause 11, Personal/Carers Leave, as follows:

11.3.4 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.

8. Insert the following new item 11.6 into clause 11, Personal/Carers Leave, as follows:

11.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 11.1.2 and 11.1.4 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 11.1.3(ii) 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.

9. Delete clause 10, Parental Leave Provisions, and insert in lieu thereof the following:

10. Parental Leave Provisions

- (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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

HEGGIES BULKHAUL LIMITED BULK HAULAGE ENTERPRISE CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 18, Bereavement Leave, of the award published 14 June 2002 (334 I.G. 409), the following new item 18.6:

18.6 Bereavement entitlements for casual employees

18.6.1 Subject to the evidentiary and notice requirements in 18.2 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 14.1.3.2 of clause 14, State Personal / Carer's Leave Case.

18.6.2 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.

18.6.3 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.

2. Delete 14.1.1 of clause 14, State Personal / Carer's Leave Case, and insert in lieu thereof the following:

14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 14.1.3.2 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 clause 13, Sick 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.

3. Delete 14.1.2 of clause 14, State Personal / Carer's Leave Case, and insert in lieu thereof the following:

14.1.2 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.

4. Insert the following notation at the end of 14.1.4 of clause 14, State Personal / Carer's Leave Case:

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 35, Disputes and Individual Grievance Procedure, should be followed.

5. Delete 14.2.1 of clause 14, State Personal / Carer's Leave Case, and insert in lieu thereof the following:

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 14.1.3.2 above who is ill or who requires care due to an unexpected emergency.

6. Delete 14.3.1 of clause 14, State Personal / Carer's Leave Case, and insert in lieu thereof the following:

14.3.1 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.

7. Insert the following new item 14.3.4 into clause 14, State Personal / Carer's Leave Case, as follows:

14.3.4 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.

8. Insert the following new item 14.7 into clause 14, State Personal / Carer's Leave Case, as follows:

14.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 14.1.2 and 14.1.4 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 14.1.3.2 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.

9. Delete clause 17, Parental Leave, and insert in lieu thereof the following:

17. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

HUNTER VALLEY TRAINING COMPANY (SCAFFOLDING TRAINEES) TRAINING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 25, Bereavement Leave, of the award published 16 December 2005 (355 I.G. 352), the following new item 25.6:

25.6 Bereavement entitlements for casual employees

25.6.1 Subject to the evidentiary and notice requirements in 25.2 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 26.1(c)(ii) of clause 26, Personal Carers Leave.

25.6.2 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.

25.6.3 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.

2. Delete 26.1(a) of clause 26, Personal Carers Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 26.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 24, Sick 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.

3. Delete 26.1(b) of clause 26, Personal Carers Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 26.1(d) of clause 26, Personal Carers Leave:

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 7, Disputes Procedure, should be followed.

5. Delete 26.2(a) of clause 26, Personal Carers Leave, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 26.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 26.3(a) of clause 26, Personal Carers Leave, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 26.3(d) into clause 26, Personal Carers Leave, as follows:

(d) 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.

8. Insert the following new item 26.6 into clause 26, Personal Carers Leave, as follows:

26.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 26.1(b) and 26.1(d) 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 26.1(c)(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

26A. Parental Leave

10. Insert the following new clause 26A, Parental Leave, as follows:

26A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

ILLAWARRA SERVICES PTY LTD EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 30, Compassionate Leave, of the award published 20 December 2002 (337 I.G. 457), the following new item 30.6:

30.6 Bereavement entitlements for casual employees

30.6.1 Subject to the evidentiary and notice requirements in 30.5 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 25.1.3(b) of clause 25, Personal/Carer's Leave.

30.6.2 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.

30.6.3 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.

2. Delete 25.1.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25.1.3(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 clause 24, Sick 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.

3. Delete 25.1.2 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.1.2 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.

4. Insert the following notation at the end of 25.1.4 of clause 25, Personal/Carer's Leave:

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 36, Procedure For Resolving Claims, Issues and Disputes, should be followed.

5. Delete 25.2.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 25.1.3(b) above who is ill or who requires care due to an unexpected emergency.

6. Delete 25.3.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.3.1 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.

7. Insert the following new item 25.3.4 into clause 25, Personal/Carer's Leave, as follows:

25.3.4 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.

8. Insert the following new item 25.7 into clause 25, Personal/Carer's Leave, as follows:

25.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 25.1.2 and 25.1.4 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 25.1.3(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.

9. Delete clause 31, Parental Leave, and insert in lieu thereof the following:

31. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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INALA DISABILITY SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 42, Bereavement Leave, of the award published 17 February 2006 (357 I.G. 177), the following new item 42.6:

42.6 Bereavement entitlements for casual employees

42.6.1 Subject to the evidentiary and notice requirements in 42.2 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 41.1(c)(ii) of clause 41, Personal/Carer's Leave.

42.6.2 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.

42.6.3 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.

2. Delete 41.1(a) of clause 41, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 41.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 34, Sick 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.

3. Delete 41.1(b) of clause 41, Personal/Carer's Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 41.1(d) of clause 41, Personal/Carer's Leave:

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 45, Grievance and Disputes Settling Procedure, should be followed.

5. Delete 41.3(a) of clause 41, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 41.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 41.4(a) of clause 41, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 41.4(d) into clause 41, Personal/Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 41.6 into clause 41, Personal/Carer's Leave, as follows:

41.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 41.1(b) and 41.1(d) 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 41.1(c)(ii) 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.
9. Delete clause 38, Parental Leave, and insert in lieu thereof the following:

38. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

INCITEC LTD NSW MANUFACTURING AWARD 1994

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 16, Bereavement/Compassionate Leave, of the award published 14 June 2002 (334 I.G. 371), the following new item 16(b)(vi):

16(b)(vi) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 16(b)(ii) 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 14(1)c(ii) of clause 14, Carer's Leave.
- (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.

2. Delete 14(1)(a) of clause 14, Carer's Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 14(1)c(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 13, Sick 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.

3. Delete 14(1)(b) of clause 14, Carer's Leave, and insert in lieu thereof the following:

- (b) 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.

4. Insert the following notation at the end of 14(1)(d) of clause 14, Carer's Leave:

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 20, Dispute Handling Procedures, should be followed.

5. Delete 14(2)(a) of clause 14, Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 14(1)c(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 14(3)(a) of clause 14, Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 14(3)(d) into clause 14, Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 14(7) into clause 14, Carer's Leave, as follows:
 - (7) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 14(1)(b) and 14(1)(d) 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 14(1)c(ii) 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.
9. Delete clause 15, Parental Leave, and insert in lieu thereof the following:

15. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

INDEPENDENT PREPARED FOODS (MASCOT) ENTERPRISE AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 32, Bereavement Leave, of the award published 10 June 2005 (351 I.G. 693), the following new item (iii):
 - (iii) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 32(i) 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 31(i)(c)(ii) of clause 31, Personal/Carers Leave.
 - (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.
2. Delete 31(i)(a) of clause 31, Personal/Carers Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 31(i)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 26, Sick 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.
3. Delete 31(i)(b) of clause 31, Personal/Carers Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 31(i)(d) of clause 31, Personal/Carers Leave:

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 13, Grievance and Dispute Settlement Procedures, should be followed.

5. Delete 31(ii) of clause 31, Personal/Carers Leave, and insert in lieu thereof the following:

- (ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 31(i)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 31(iii)(a) of clause 31, Personal/Carers Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 31(iii)(d) into clause 31, Personal/Carers Leave, as follows:

- (d) 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.

8. Insert the following new item 31(vii) into clause 31, Personal/Carers Leave, as follows:

- (vii) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 31(i)(b) and 31(i)(d) 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 31(i)(c)(ii) 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.

9. Delete clause 28, Parental Leave, and insert in lieu thereof the following:

28. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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**IPLEX PIPELINES AUSTRALIA PTY LIMITED (HOBAS PLANT)
ENTERPRISE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 19, Bereavement Leave, of the award published 20 January 2006 (356 I.G. 502), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 19(ii) 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 17,1(c)(ii) of clause 17, Personal/Carer's Leave.
 - (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.
2. Delete 17.1(a) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 17,1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, Sick 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.
3. Delete 17.1(b) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 17.1(d) of clause 17, Personal/Carer's Leave:

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 29, Settlement of Disputes, should be followed.

5. Delete 17.2(a) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 17.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 17.3(a) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 17.3(d) into clause 17, Personal/Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 17.5 into clause 17, Personal/Carer's Leave, as follows:

17.5 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 17.1(b) and 17.1(d) 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 17.1(c)(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

17A. Parental Leave

10. Insert the following new clause 17A, Parental Leave, as follows:

17A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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JUNEE CORRECTIONAL CENTRE - CORRECTIONAL OFFICERS - 2005 ENTERPRISE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 3.5, Bereavement Leave, of the award published 28 April 2006 (358 I.G. 1061), the following new item (vi):

(vi) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 3.5(ii) 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 3.6.2.1 of clause 3.6, Family Leave.
- (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.

2. Delete 3.6.1.1 of clause 3.6, Family Leave, and insert in lieu thereof the following:

3.6.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 3.6.2.1 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 clause 3.4, Sick 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.

3. Delete 3.6.1.2 of clause 3.6, Family Leave, and insert in lieu thereof the following:

3.6.1.2 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.

4. Insert the following notation at the end of 3.6.3 of clause 3.6, Family Leave:

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 4.7, Dispute Settlement Procedure, should be followed.

5. Delete 3.6.4(i) of clause 3.6, Family Leave, and insert in lieu thereof the following:

- (i) 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 3.6.2.1 above who is ill or who requires care due to an unexpected emergency.

6. Delete 3.6.5(i) of clause 3.6, Family Leave, and insert in lieu thereof the following:

- (i) 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.

7. Insert the following new item 3.6.5(iii) into clause 3.6, Family Leave, as follows:

- (iii) 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.

8. Insert the following new item 3.6.8 into clause 3.6, Family Leave, as follows:

3.6.8 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 3.6.1.2 and 3.6.3 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 3.6.2.1 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.

9. Delete clause 3.7, Parental Leave, and insert in lieu thereof the following:

3.7 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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LHMU AND TASMAN INSULATION AUSTRALIA PTY LTD ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 22, Compassionate Leave, of the award published 25 March 2005 (349 I.G. 687), the following new item 22.6:

22.6 Bereavement entitlements for casual employees

22.6.1 Subject to the evidentiary and notice requirements in 22.2.1 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 18.1.3.2 of clause 18, Personal/Carers Leave.

22.6.2 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.

22.6.3 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.

2. Delete 18.1.1 of clause 18, Personal/Carers Leave, and insert in lieu thereof the following:

18.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 18.1.3.2 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 clause 17, Sick 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.

3. Delete 18.1.2 of clause 18, Personal/Carers Leave, and insert in lieu thereof the following:

18.1.2 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.

4. Insert the following notation at the end of 18.1.3.3 of clause 18, Personal/Carers Leave:

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 21, Dispute Settlement Procedure, should be followed.

5. Delete 18.2.1 of clause 18, Personal/Carers Leave, and insert in lieu thereof the following:

18.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 18.1.3.2 above who is ill or who requires care due to an unexpected emergency.

6. Delete 18.3.1 of clause 18, Personal/Carers Leave, and insert in lieu thereof the following:

18.3.1 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.

7. Insert the following new item 18.3.4 into clause 18, Personal/Carers Leave, as follows:

18.3.4 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.

8. Insert the following new item 18.7 into clause 18, Personal/Carers Leave, as follows:

18.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 18.1.2 and 18.1.3.3 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 18.1.3.2 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.

9. Insert in the Arrangement the following new clause number and subject matter:

18A. Parental Leave

10. Insert the following new clause 18A, Parental Leave, as follows:

18A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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LIDCOMBE CASTLEREAGH WASTE MANAGEMENT CENTRE ENTERPRISE AWARD 1997

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 20, Leave: Bereavement, of the award published 3 December 2004 (347 I.G. 539), the following new item (6):
 - (6) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in (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 26(i)(c)(2) of clause 26, Leave: Personal/Carer's.
 - (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.
2. Delete 26(i)(a) of clause 26, Leave: Personal/Carer's, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 26(i)(c)(2) 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 clause 28, Leave: Sick 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.
3. Delete 26(i)(b) of clause 26, Leave: Personal/Carer's, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 26(i)(f) of clause 26, Leave: Personal/Carer's:

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 37, Grievance and Dispute Settling Procedures, should be followed.

5. Delete 26(ii)(a) of clause 26, Leave: Personal/Carer's, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 26(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 26(iii)(a) of clause 26, Leave: Personal/Carer's, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 26(iii)(d) into clause 26, Leave: Personal/Carer's, as follows:

(d) 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.

8. Insert the following new item 26(vii) into clause 26, Leave: Personal/Carer's, as follows:

(vii) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 26(i)(b) and 26(i)(f) 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 26(i)(c)(2) 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.

9. Delete clause 25, Leave: Parental, and insert in lieu thereof the following:

25. Leave: Parental

- (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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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**LUNA PARK SERVICES PTY LTD (ACN: 107 258 524) ENTERPRISE
AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 19(f) of clause 19, Personal/Carer's Leave, of the award published 10 June 2005 (351 I.G. 719), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 19(f)(ii) 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 19(a)(iii)(2) of clause 19, Personal/Carer's Leave.
 - (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.
2. Delete 19(a)(i) of clause 19, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 19(a)(iii)(2) 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 clause 18, Sick 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.
3. Delete 19(a)(ii) of clause 19, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (ii) 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.

4. Insert the following notation at the end of 19(a)(iv) of clause 19, Personal/Carer's Leave:

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 31, Grievance And Dispute Settlement Procedure, should be followed.

5. Delete 19(b)(i) of clause 19, Personal/Carer's Leave, and insert in lieu thereof the following:

- (i) 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 19(a)(iii)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 19(c)(i) of clause 19, Personal/Carer's Leave, and insert in lieu thereof the following:

- (i) 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.

7. Insert the following new item 19(c)(ii) into clause 19, Personal/Carer's Leave, as follows:

- (ii) 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.

8. Insert the following new item 19(g) into clause 19, Personal/Carer's Leave, as follows:

- (g) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 19(a)(ii) and 19(a)(iv) 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 19(a)(iii)(2) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

19A. Parental Leave

10. Insert the following new clause 19A, Parental Leave, as follows:

19A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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M5 EAST - OPERATORS AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 23, Bereavement Leave, of the award published 29 July 2005 (352 I.G. 892), the following new item 23.1(d):
 - (d) Bereavement entitlements for casual employees
 - (1) Subject to the evidentiary and notice requirements in 23.1(a)(i) 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 21.1(c)(ii) of clause 21, Personal/Carer's Leave.
 - (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 engage a casual employee are otherwise not affected.
2. Delete 21.1(a) of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 18, Sick 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.
3. Delete 21.1(b) of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.
4. Insert the following notation at the end of 21.1(d) of clause 21, Personal/Carer's Leave:

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 30, Dispute Settlement Procedures, should be followed.

5. Delete 21.2 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.2 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 21.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 21.3(a) of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 21.3(c) into clause 21, Personal/Carer's Leave, as follows:

(c) 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.

8. Insert the following new item 21.6 into clause 21, Personal/Carer's Leave, as follows:

21.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 21.1(b) and 21.1(d) 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 21.1(c)(ii) 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.

9. Delete clause 22, Parental Leave, and insert in lieu thereof the following:

22. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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M5 EAST MOTORWAY CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into the end of clause 26, Bereavement Leave, of the award published 20 May 2005 (351 I.G. 120), the following new item 26:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements of this clause, 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 25.1(c)(ii) of clause 25, Personal / Carer's Leave.
 - (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.
2. Delete 25.1(a) of clause 25, Personal / Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 22, Sick 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.
3. Delete 25.1(b) of clause 25, Personal / Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 25.1(d) of clause 25, Personal / Carer's Leave:

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 34, Disputes Settlement Procedure, should be followed.

5. Delete 25.2(a) of clause 25, Personal / Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 25.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 25.3(a) of clause 25, Personal / Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 25.3(c) into clause 25, Personal / Carer's Leave, as follows:
 - (c) 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.
8. Insert the following new item 25.6 into clause 25, Personal / Carer's Leave, as follows:

25.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 25.1(b) and 25.1(d) 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 25.1(c)(ii) 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.
9. Insert in the Arrangement the following new clause number and subject matter:

25A. Parental Leave

10. Insert the following new clause 25A, Parental Leave, as follows:

25A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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MAINTECK SERVICES PTY LTD PORT KEMBLA SLAB CASTER SEGMENT WORKSHOP INDUSTRIAL AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 32, Compassionate Leave, of the award published 19 May 2006 (359 I.G. 191), the following new item (vii):
 - (vii) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 32(ii) 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 27(a)(iii)(2) of clause 27, Personal/Carer's Leave.
 - (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.
2. Delete 27(a)(i) of clause 27, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 27(a)(iii)(2) 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 clause 26, Sick Pay 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.
3. Delete 27(a)(ii) of clause 27, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (ii) 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.

4. Delete 27(a)(iii)(2)(e)(iv) of clause 27, Personal/Carer's Leave and insert in lieu the following new item 27(d) as follows:
 - (d) An employee shall, wherever practicable, give the employee 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 the absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the employer by phone 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 46, Formal Discipline/Warning Procedure, should be followed.
5. Delete 27(b) of clause 27, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) Unpaid leave for family purposes

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 27(a)(ii)(2) above who is ill or who requires care due to an unexpected emergency.
6. Delete 27(c)(i) of clause 27, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (i) 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.
7. Insert the following new item 27(c)(iv) into clause 27, Personal/Carer's Leave, as follows:
 - (iv) 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.
8. Insert the following new item 27(g) into clause 27, Personal/Carer's Leave, as follows:
 - (g) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 27(a)(i) and 27(d) 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 27(a)(ii)(2) 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.
9. Delete clause 33, Parental Leave, and insert in lieu thereof the following:

33. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

MURRAY IRRIGATION LIMITED CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 27, Bereavement Leave, of the award published 12 November 2004 (347 I.G. 254), the following new item 27.6:

27.6 Bereavement entitlements for casual employees

27.6.1 Subject to the evidentiary and notice requirements in 27.2 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 25.1.3(ii) of clause 25, Personal/Carer's Leave.

27.6.2 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.

27.6.3 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.

2. Delete 25.1.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 24, Sick 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.

3. Delete 25.1.2 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.1.2 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.

4. Insert the following notation at the end of 25.1.4 of clause 25, Personal/Carer's Leave:

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 43, Grievance Procedure, should be followed.

5. Delete 25.2(a) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 25.1.3(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 25.3.1 of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:

25.3.1 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.
7. Insert the following new item 25.3.2 into clause 25, Personal/Carer's Leave, as follows:

25.3.2 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.
8. Insert the following new item 25.7 into clause 25, Personal/Carer's Leave, as follows:

25.7 Personal Carers Entitlement for casual employees -

 - (1) Subject to the evidentiary and notice requirements in 25.1.2 and 25.1.4 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 25.1.3(ii) 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.
9. Delete clause 28, Parental Leave, and insert in lieu thereof the following:

28. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

NALCO AUSTRALIA PTY LTD ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 18, Bereavement Leave, of the award published 27 August 2004 (346 I.G. 159), the following new item (d):
 - (d) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in 18(b) 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 16(1)(c)(ii) of clause 16, Personal/Carer's Leave.
 - (ii) 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.
 - (iii) 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.
2. Delete 16(1)(a) of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 16(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick 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.
3. Delete 16(1)(b) of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.
4. Delete 16(1)(c)(ii)(f) of clause 16, Personal/Carer's Leave and insert the new item 16(1)(d) as follows:
 - 16(1)(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the

employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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 5, Settlement of Grievances and Claims, should be followed.

5. Delete 16(2)(a) of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 16(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 16(3)(a) of clause 16, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 16(3)(d) into clause 16, Personal/Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 16(7) into clause 16, Personal/Carer's Leave, as follows:
 - (7) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 16(i)(a) and 16(1)(c)(ii)(f) 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 16(1)(c)(ii) 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.
9. Delete clause 17, Parental Leave, and insert in lieu thereof the following:

17. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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NORCO CO-OPERATIVE CONSENT ENTERPRISE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 24, Bereavement Leave, of the award published 17 June 2005 (351 I.G. 1026), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 24(ii) 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 25(1)(c)(ii) of clause 25, Personal/Carer's Leave.
 - (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.
2. Delete 25(1)(a) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick 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.
3. Delete 25(1)(b) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.
4. Insert the following notation at the end of 25(1)(d) of clause 25, Personal/Carer's Leave:

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 30, Dispute Settlement Procedure, should be followed.

5. Delete 25(2)(a) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 25(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 25(3)(a) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 25(3)(d) into clause 25, Personal/Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 25(7) into clause 25, Personal/Carer's Leave, as follows:
 - (7) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 25(1)(a) and 25(1)(d) 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 25(1)(c)(ii) 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.
9. Delete clause 26, Parental Leave, and insert in lieu thereof the following:

26. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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NUGAN QUALITY FOODS PTY LTD EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 13, Bereavement Leave, of the award published 22 June 2001 (325 I.G. 701), the following new item (6):

- (6) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 13(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 12(1)(c)(ii) of clause 12, Personal/Carer's Leave.
 - (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.

2. Delete 12(1)(a) of clause 12, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 12(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 11, Sick 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.

3. Delete 12(1)(b) of clause 12, Personal/Carer's Leave, and insert in lieu thereof the following:

- (b) 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.

4. Insert the following notation at the end of 12(1)(d) of clause 12, Personal/Carer's Leave:

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 26, Dispute Settling Procedure, should be followed.

5. Delete 12(2)(a) of clause 12, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 12(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 12(3)(a) of clause 12, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 12(3)(d) into clause 12, Personal/Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 12(7) into clause 12, Personal/Carer's Leave, as follows:
 - (7) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 12(1)(b) and 12(1)(d) 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 12(1)(c)(ii) 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.
9. Insert in the Arrangement the following new clause number and subject matter:

12A. Parental Leave

10. Insert the following new clause 12A, Parental Leave, as follows:

12A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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NUNGERA CO-OPERATIVE SOCIETY LIMITED (STATE) CONSENT AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 22B, Bereavement Leave, of the award published 31 May 2002 (333 I.G. 1030), the following new item 22B.6:

22B.6 Bereavement entitlements for casual employees

- 22B.6.1 Subject to the evidentiary and notice requirements in 22B.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 22A.1(c)(ii) of clause 22A, Personal/Carers Leave.
- 22B.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.
- 22B.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.

2. Delete 22A.1(a) of clause 22A, Personal/Carers Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 22A.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 8, Sick 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.

3. Delete 22A.1(b) of clause 22A, Personal/Carers Leave, and insert in lieu thereof the following:

- (b) 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.

4. Delete 22A.1(c)(ii)(f) of clause 22A, Personal/Carers Leave and insert the following new item 22A.1(d) as follows

- (d) An employee shall, wherever practical, 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 practical 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 24, Dispute Procedure, should be followed.

5. Delete 22A.2(2) of clause 22A, Personal/Carers Leave, and insert in lieu thereof the following:

- (2) 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 22A.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 22A.3(a) of clause 22A, Personal/Carers Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 22A.3(d) into clause 22A, Personal/Carers Leave, as follows:

- (d) 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.

8. Insert the following new item 22A.6 into clause 22A, Personal/Carers Leave, as follows:

22A.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 22A.1(b) and 22A.1(c)(ii)(f) 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 22A.1(c)(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

22C. Parental Leave

10. Insert the following new clause 22C, Parental Leave, as follows:

22C. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

OMYA (AUSTRALIA) PTY LIMITED - BATHURST ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 13.4(a) of clause 13, Holiday Leave & Other Leave, of the award published 13 January 2006 (356 I.G. 157), the following new item (iv):
 - (iv) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 13.4(i) 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 13.6(a)(iii)(b) of clause 13, Holiday Leave & Other Leave.
 - (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.
2. Delete 13.6(a)(i) of clause 13, Holiday Leave & Other Leave, and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 13.6(a)(iii)(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 13.5 of clause 13, Holiday Leave & Other 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.
3. Delete 13.6(a)(ii) of clause 13, Holiday Leave & Other Leave, and insert in lieu thereof the following:
 - (ii) 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.

4. Insert the following notation at the end of 13.6(a)(iv) of clause 13, Holiday Leave & Other Leave:

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 15, Grievance Procedure, should be followed.

5. Delete 13.6(b) of clause 13, Holiday Leave & Other Leave, and insert in lieu thereof the following:

(b) 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 13.6(a)(iii)(b) above who is ill or who requires care due to an unexpected emergency.

6. Delete 13.6(c)(i) of clause 13, Holiday Leave & Other Leave, and insert in lieu thereof the following:

(i) 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.

7. Insert the following new item 13.6(d) into clause 13, Holiday Leave & Other Leave, as follows:

(d) 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.

8. Insert the following new item 13.6(g) into clause 13, Holiday Leave & Other Leave, as follows:

(g) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 13.6(a)(ii) and 13.6(a)(iv) 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 13.6(a)(iii)(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.

9. Insert the following new subclause 13.7, into clause 13, Parental Leave, as follows:

13.7 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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OMYA AUSTRALIA PTY. LIMITED - MOSS VALE - ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 13.4(a) of clause 13, Holiday Leave & Other Leave, of the award published 20 January 2006 (356 I.G. 567), the following new item (iv):
 - (iv) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 13.4A(i) 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 13.6(a)(iii)(b) of clause 13, Holiday Leave & Other Leave.
 - (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.
2. Delete 13.6(a)(i) of clause 13, Holiday Leave & Other Leave, and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 13.6(a)(iii)(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 13.5 of clause 13, Holiday Leave & Other 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.
3. Delete 13.6(a)(ii) of clause 13, Holiday Leave & Other Leave, and insert in lieu thereof the following:
 - (ii) 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.

4. Insert the following notation at the end of 13.6(a)(iv) of clause 13, Holiday Leave & Other Leave:

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 15, Grievance Procedure, should be followed.

5. Delete 13.6(b)(i) of clause 13, Holiday Leave & Other Leave, and insert in lieu thereof the following:

- (i) 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 13.6(a)(iii)(b) above who is ill or who requires care due to an unexpected emergency.

6. Delete 13.6(c)(i) of clause 13, Holiday Leave & Other Leave, and insert in lieu thereof the following:

- (i) 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.

7. Insert the following new item 13.6(c)(iv) into clause 13, Holiday Leave & Other Leave, as follows:

- (iv) 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.

8. Insert the following new item 13.6(g) into clause 13, Holiday Leave & Other Leave, as follows:

- (g) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 13.6(a)(ii) and 13.6(a)(iv) 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 13.6(a)(iii)(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.

9. Insert in the Arrangement the following new clause number and subject matter:

13.7 Parental Leave

10. Insert the following new clause 13.7, Parental Leave, as follows:

13.7 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ONESTEEL TRADING PTY LTD NEWCASTLE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 42(vi) of clause 42, Personal/Carer's Leave, of the award published 30 December 2005 (355 I.G. 765), the following new item (d):
 - (d) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 42(vi)(b) 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 42(i)(c)(ii) of clause 42, Personal/Carer's Leave.
 - (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.
2. Delete 42(i)(a) of clause 42, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 42(i)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21, Sick Pay 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.
3. Delete 42(i)(b) of clause 42, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.
4. Delete 42(i)(c)(ii)(6) of clause 42, Personal/Carer's Leave and insert in lieu new item 42(i)(d) as follows:
 - (d) An employee shall, wherever practicable, give the Company 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 Company 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 30, Procedure For Resolving Claims, Issues and Disputes, should be followed.

5. Delete 42(ii)(a) of clause 42, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 42(i)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 42(iii)(a) of clause 42, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 42(iii)(d) into clause 42, Personal/Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 42(viii) into clause 42, Personal/Carer's Leave, as follows:
 - (viii) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 42(i)(b) and 42(i)(c)(ii)(6) 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 42(i)(c)(ii) 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.
9. Delete clause 24, Parental Leave, and insert in lieu thereof the following:

24. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ONESTEEL MANUFACTURING PTY LTD NEWCASTLE ROD & BAR AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of clause 26, Compassionate Leave, of the award published 30 December 2005 (355 I.G. 874), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements of this clause 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 21A(i)(c)(2) of clause 21A, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 21A(i)(a) of clause 21A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21A(i)(c)(2) 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 clause 21, Sick Pay 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.
 3. Delete 21A(i)(b) of clause 21A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 21A(i)(d) of clause 21A, State Personal/Carer's Leave Case - August 1996:

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 35, Procedures for Resolving Claims, Issues and Disputes, should be followed.

5. Delete 21A(ii)(a) of clause 21A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 21A(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 21A(iii)(a) of clause 21A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 21A(iii)(d) into clause 21A, State Personal/Carer's Leave Case - August 1996, as follows:

(d) 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.

8. Insert the following new item 21A(vii) into clause 21A, State Personal/Carer's Leave Case - August 1996, as follows:

(vii) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 21A(i)(b) and 21A(i)(d) 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 21A(i)(c)(2) 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.

9. Delete clause 42, Parental Leave, and insert in lieu thereof the following:

42. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ONESTEEL WIRE PTY LTD NEWCASTLE FENCE POST PLANT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end clause 25, Compassionate Leave, of the award published 30 December 2005 (355 I.G. 809), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in this clause 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 20A(i)(c)2 of clause 20A, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 20A(i)(a) of clause 20A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20A(i)(c)2 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 clause 21, Sick Pay 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.
 3. Delete 20A(i)(b) of clause 20A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 20A(i)(d) of clause 20A, State Personal/Carer's Leave Case - August 1996:

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 36, Procedure For Resolving Claims, Issues and Disputes, should be followed.

5. Delete 20A(ii) of clause 20A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

- (ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20A(i)(c)2 above who is ill or who requires care due to an unexpected emergency.

6. Delete 20A(iii)(a) of clause 20A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 20A(iii)(d) into clause 20A, State Personal/Carer's Leave Case - August 1996, as follows:

- (d) 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.

8. Insert the following new item 20A(vii) into clause 20A, State Personal/Carer's Leave Case - August 1996, as follows:

- (vii) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 20A(i)(b) and 20A(i)(d) 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 20A(i)(c)2 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.

9. Delete clause 42, Parental Leave, and insert in lieu thereof the following:

42. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ONESTEEL WIRE PTY LTD NEWCASTLE WIREMILL AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of clause 28, Compassionate Leave, of the award published 30 December 2005 (355 I.G. 724), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in this clause 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 23A(i)(c)(2) of clause 23A, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 23A(i)(a) of clause 23A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 23A(i)(c)(2) 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 clause 23, Sick Pay 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.
 3. Delete 23A(i)(b) of clause 23A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 23A(i) of clause 23A, State Personal/Carer's Leave Case - August 1996:

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 40, Procedure For Resolving Claims, Issues and Disputes, should be followed.

5. Delete 23A(ii)(a) of clause 23A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 23A(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 23A(iii)(a) of clause 23A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 23A(iii)(d) into clause 23A, State Personal/Carer's Leave Case - August 1996, as follows:

(d) 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.

8. Insert the following new item 23A(vii) into clause 23A, State Personal/Carer's Leave Case - August 1996, as follows:

(vii) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 23A(i)(b) and 23A(i)(d) 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 23A(i)(c)(2) 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.

9. Delete clause 47, Parental Leave, and insert in lieu thereof the following:

47. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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(021)

SERIAL C6021

ONESTEEL WIRE PTY LTD ROPES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of subclause 5.7 of clause 5, Leave, of the award published 30 December 2005 (355 I.G. 841), the following new item:

Bereavement entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements of this subclause, 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 5.8.1(c)(ii) of clause 5, Leave.
- (ii) 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.
- (iii) 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.

2. Delete 5.8.1(a) of clause 5, Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 5.8.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at subclause 5.2 of clause 5, 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.

3. Delete 5.8.1(b) of clause 5, Leave, and insert in lieu thereof the following:

- (b) 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.

4. Insert the following notation at the end of 5.8.1(d) of clause 5, Leave:

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 subclause 6.2 of clause 6, Consultation, should be followed.

5. Delete 5.8.2(a) of clause 5, Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 5.8.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 5.8.3(a) of clause 5, Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 5.8.3(d) into clause 5, Leave, as follows:

- (d) 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.

8. Insert the following new item 5.8.7 into clause 5, Leave, as follows:

5.8.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 5.8.1(b) and 5.8.1(d) 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 5.8.1(c)(ii) 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.

9. Delete subclause 5.11 of clause 5, Leave, and insert in lieu thereof the following:

5.11 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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**PFD FOOD SERVICES (QLD) PTY LTD SALES AND DISTRIBUTION
EMPLOYEES ENTERPRISE AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 24, Bereavement Leave, of the award published 25 January 2002 (330 I.G. 1182), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 24(ii) 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 25(1)(c)(ii) of clause 25, Personal/Carer's Leave.
 - (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.
2. Delete 25(1)(a) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick 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.
3. Delete 25(1)(b) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 25(1)(d) of clause 25, Personal/Carer's Leave:

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 30, Dispute Settlement Procedure, should be followed.

5. Delete 25(2)(a) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 25(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 25(3)(a) of clause 25, Personal/Carer's Leave, and insert in lieu thereof the following:
- (a) 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.
7. Insert the following new item 25(3)(d) into clause 25, Personal/Carer's Leave, as follows:
- (d) 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.
8. Insert the following new item 25(6) into clause 25, Personal/Carer's Leave, as follows:
- (6) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 25(1)(b) and 25(1)(d) 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 25(1)(c)(ii) 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.

9. Delete clause 26, Parental Leave, and insert in lieu thereof the following:

26. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

**PORT MACQUARIE BASE HOSPITAL PROFESSIONAL STAFF
(STATE) AWARD, THE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 23, Bereavement Leave, of the award published 24 May 2002 (333 I.G. 753), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in (23)(ii) 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 22(i)(c)(2) of clause 22, State Personal/Carer's Leave.
 - (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.
2. Delete 22(i)(a) of clause 22, State Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 22(i)(c)(2) 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 clause 21, Sick 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.
3. Delete 22(i)(b) of clause 22, State Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 22(i)(d) of clause 22, State Personal/Carer's Leave:

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 5, Grievance and Dispute Resolution Procedures, should be followed.

5. Delete 22(ii) of clause 22, State Personal/Carer's Leave, and insert in lieu thereof the following:

- (ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 22(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 22(ii)(b) of clause 22, State Personal/Carer's Leave, and insert in lieu thereof the following:

- (b) 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.

7. Insert the following new item 22(iii)(d) into clause 22, State Personal/Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 22(iv) into clause 22, State Personal/Carer's Leave, as follows:

- (iv) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 22(i)(b) and 22(i)(d) 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 22(i)(c)(2) 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.

9. Delete clause 32, Parental Leave, and insert in lieu thereof the following:

32. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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QUALITY BAKERS AUSTRALIA PTY LIMITED (NSW) ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 16, Bereavement Leave, of the award published 29 July 2005 (352 I.G. 971), the following new item (iii):

(iii) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 16(i) 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 17A(iii)(b) of clause 17, Family Leave.
- (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.

2. Delete 17A(i) of clause 17, Family Leave, and insert in lieu thereof the following:

(i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 17A(iii)(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 clause 14, Sick 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.

3. Delete 17A(ii) of clause 17, Family Leave, and insert in lieu thereof the following:

(ii) 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.

4. Delete 17A(iii)(b)(vii) of clause 17, Family Leave and insert the following new item 17A(iv):

- (iv) 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 with to give prior notice of absence, the employee 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 21, Settlement of Disputes and Grievances, should be followed.

5. Delete 17B(i) of clause 17, Family Leave, and insert in lieu thereof the following:

- (i) 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 17A(iii)(b) above who is ill or who requires care due to an unexpected emergency.

6. Delete 17C(i) of clause 17, Family Leave, and insert in lieu thereof the following:

- (i) 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.

7. Insert the following new item 17C(iv) into clause 17, Family Leave, as follows:

- (iv) 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.

8. Insert the following new item 17G into clause 17, Family Leave, as follows:

G. Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 17a(ii) and 17A(iii)(b)(vii) 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 17A(iii)(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.

9. Insert in the Arrangement the following new clause number and subject matter:

17A. Parental Leave

10. Insert the following new clause 17A, Parental Leave, as follows:

17A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ROYAL AGRICULTURAL SOCIETY NSW CONSENT ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 26, Bereavement Leave, of the award published 20 January 2006 (356 I.G. 547), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 26(i) 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 23(i)(c)(ii) of clause 23, Personal Carers Leave.
 - (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.
2. Delete 23(i)(a) of clause 23, Personal Carers Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 23(i)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 26, Sick 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.
3. Delete 23(i)(b) of clause 23, Personal Carers Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 23(i)(d) of clause 23, Personal Carers Leave:

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 31, Disputes Procedure, should be followed.

5. Delete 23(ii) of clause 23, Personal Carers Leave, and insert in lieu thereof the following:

- (ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 23(i)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 23(iii)(a) of clause 23, Personal Carers Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 23(vii) into clause 23, Personal Carers Leave, as follows:

- (vii) 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.

8. Insert the following new item 23(vii) into clause 23, Personal Carers Leave, as follows:

- (vii) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 23(i)(b) and 23(i)(d) 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 23(i)(c)(ii) 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.

9. Delete clause 22, Parental Leave, and insert in lieu thereof the following:

22. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (SOUTH EASTERN SECTION) NURSING STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 18.3.1 of clause 18, Special Leave, of the award published 25 January 1996 (290 I.G. 245), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 18.3.1(i) 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 16A(1)(c)(ii) of clause 16A, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 16A(1)(a) of clause 16A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 16A(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, Sick 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.
3. Delete 16A(1)(b) of clause 16A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 16A(1)(d) of clause 16A, State Personal/Carer's Leave Case - August 1996:

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 26, Dispute Settlement Procedures, should be followed.

5. Delete 16A(2)(a) of clause 16A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 16A(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 16A(3)(a) of clause 16A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 16A(3)(d) into clause 16A, State Personal/Carer's Leave Case - August 1996, as follows:

(d) 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.

8. Insert the following new item 16A((7) into clause 16A, State Personal/Carer's Leave Case - August 1996, as follows:

(7) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 16A(1)(b) and 16A(1)(d) 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 16A(1)(c)(ii) 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.

9. Delete clause 20, Parental Leave, and insert in lieu thereof the following:

20. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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RURAL LANDS PROTECTION BOARDS SALARIES AND CONDITIONS AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 14, Short Leave, of the award published 20 May 2005 (351 I.G. 168), the following new item 14.7:

14.7 Bereavement entitlements for casual employees

14.7.1 Subject to the evidentiary and notice requirements in 14.2 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 15A.1(c)(ii) of clause 15A, State Personal and Carer's Leave Case - August 1996.

14.7.2 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.

14.7.3 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.

2. Delete 15A.1(a) of clause 15A, State Personal and Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15A.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick 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.

3. Delete 15A.1(b) of clause 15A, State Personal and Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 15A.1(d) of clause 15A, State Personal and Carer's Leave Case - August 1996:

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 34, Dispute Settling Procedures, should be followed.

5. Delete 15A.2(a) of clause 15A, State Personal and Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15A.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 15A.3(a) of clause 15A, State Personal and Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 15A.3(c) into clause 15A, State Personal and Carer's Leave Case - August 1996, as follows:

(c) 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.

8. Insert the following new item 15A.7 into clause 15A, State Personal and Carer's Leave Case - August 1996, as follows:

7. Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 15A.1(b) and 15A.1(d) 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 15A.1(c)(ii) 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.

9. Delete clause 16, Parental Leave, and insert in lieu thereof the following:

16. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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SCHERING-PLOUGH (PLANT EMPLOYEES) ENTERPRISE AWARD 1996

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 40, Compassionate Leave, of the award published 22 April 2005 (350 I.G. 368), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 40(i) 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 38(1)(c)(ii) of clause 38, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 38(1)(a) of clause 38, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 38(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 37, Sick 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.
3. Delete 38(1)(b) of clause 38, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 38(1)(d) of clause 38, State Personal/Carer's Leave Case - August 1996:

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 60, Disputes Settling Procedure, should be followed.

5. Delete 38(2)(a) of clause 38, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 38(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 38(3)(a) of clause 38, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 38(3)(c) into clause 38, State Personal/Carer's Leave Case - August 1996, as follows:

- (c) 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.

8. Insert the following new item 38(7) into clause 38, State Personal/Carer's Leave Case - August 1996, as follows:

- (7) Personal Carers Entitlement for casual employees -

- (a) Subject to the evidentiary and notice requirements in 38(1)(b) and 38(1)(d) 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 38(1)(c)(ii) 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.

- (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.

9. Delete clause 41, Parental Leave, and insert in lieu thereof the following:

41. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

SDN CHILDREN'S SERVICES (INC) EARLY CHILDHOOD LONG DAY CARE CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 21, Bereavement Leave, of the award published 2 June 2006 (359 I.G. 430), the following new item 21.7:

21.7 Bereavement entitlements for casual employees

21.7.1 Subject to the evidentiary and notice requirements in 21.1 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 18.1(c)(ii) of clause 18, Personal Carers Leave.

21.7.2 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.

21.7.3 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.

2. Delete 18.1(a) of clause 18, Personal Carers Leave, and insert in lieu thereof the following:

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 18.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 17, Sick 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.

3. Delete 18.1(b) of clause 18, Personal Carers Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 18.1(d) of clause 18, Personal Carers Leave:

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 29, Disputes Procedures, should be followed.

5. Delete 18.2 of clause 18, Personal Carers Leave, and insert in lieu thereof the following:

18.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 18.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 18.3(a) of clause 18, Personal Carers Leave, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 18.3(e) into clause 18, Personal Carers Leave, as follows:

(e) 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.

8. Insert the following new item 18.6 into clause 18, Personal Carers Leave, as follows:

18.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 18.1(b) and 18.1(d) 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 18.1(c)(ii) 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.

9. Delete clause 20, Parental Leave, and insert in lieu thereof the following:

20. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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**STOREWORKERS - CAMPBELLS CASH AND CARRY PTY LIMITED
(NSW) NUW, NSW BRANCH AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 27, Bereavement Leave, of the award published 27 July 2001 (326 I.G. 413), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 27(i) 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 26,1(c)(ii) of clause 26, Personal/Carer's Leave.
 - (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.
2. Delete 26.1(a) of clause 26, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 26,1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 25, Sick 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.
3. Delete 26.1(b) of clause 26, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 26,1(d) of clause 26, Personal/Carer's Leave:

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 32, Dispute Settling Procedure, should be followed.

5. Delete 26.2(a) of clause 26, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 26,1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 26.3(a) of clause 26, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 26.3(d) into clause 26, Personal/Carer's Leave, as follows:

(d) 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.

8. Insert the following new item 26.7 into clause 26, Personal/Carer's Leave, as follows:

26.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 26,1(b) and 26,1(d) 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 26,1(c)(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

26A. Parental Leave

10. Insert the following new clause 26A, Parental Leave, as follows:

26A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND STAFF) ENTERPRISE AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 16, Bereavement Leave, of the award published 25 January 2002 (330 I.G. 1209), the following new item 16.3:

16.3 Bereavement entitlements for casual employees

16.3.1 Subject to the evidentiary and notice requirements in 16.1 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 15(a)(iii)(2) of clause 15, Personal/Carers Leave.

16.3.2 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.

16.3.3 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.

2. Delete 15(a)(i) of clause 15, Personal/Carers Leave, and insert in lieu thereof the following:

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(a)(iii)(2) 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 clause 14, Sick 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.

3. Delete 15(a)(ii) of clause 15, Personal/Carers Leave, and insert in lieu thereof the following:

- (ii) 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.

4. Insert the following notation at the end of 15(a)(iv) of clause 15, Personal/Carers Leave:

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 35, Grievance and Dispute Procedures, should be followed.

5. Delete 15(b)(i) of clause 15, Personal/Carers Leave, and insert in lieu thereof the following:

- (i) 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 15(a)(iii)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 15(c)(i) of clause 15, Personal/Carers Leave, and insert in lieu thereof the following:

- (i) 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.

7. Insert the following new item 15(b)(iv) into clause 15, Personal/Carers Leave, as follows:

- (iv) 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.

8. Insert the following new item 15(f) into clause 15, Personal/Carers Leave, as follows:

- (f) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15(a)(ii) and 15(a)(iv) 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 15(a)(iii)(2) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

16A. Parental Leave

10. Insert the following new clause 16A, Parental Leave, as follows:

16A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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SYDNEY MARKETS AWARD - 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 19, Bereavement Leave, of the award published 23 May 2003 (339 I.G. 641), the following new item 19.6:

19.6 Bereavement entitlements for casual employees

19.6.1 Subject to the evidentiary and notice requirements in 19.2 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 20.1.3(b) of clause 20, Personal Carer's Leave.

19.6.2 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.

19.6.3 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.

2. Delete 20.1.1 of clause 20, Personal Carer's Leave, and insert in lieu thereof the following:

20.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.1.3(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 clause 16, Sick 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.

3. Delete 20.1.2 of clause 20, Personal Carer's Leave, and insert in lieu thereof the following:

20.1.2 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.

4. Insert the following notation at the end of 20.1.4 of clause 20, Personal Carer's Leave:

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 30, Dispute Procedure, should be followed.

5. Delete 20.2 of clause 20, Personal Carer's Leave, and insert in lieu thereof the following:

20.2 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 20.1.3(b) above who is ill or who requires care due to an unexpected emergency.

6. Delete 20.3.1 of clause 20, Personal Carer's Leave, and insert in lieu thereof the following:

20.3.1 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.

7. Insert the following new item 20.3.3 into clause 20, Personal Carer's Leave, as follows:

20.3.3 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.

8. Insert the following new item 20.6 into clause 20, Personal Carer's Leave, as follows:

20.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 20.1.2 and 20.1.4 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 20.1.3(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.

9. Delete clause 21, Parental Leave, and insert in lieu thereof the following:

21. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

SYDNEY AQUATIC CENTRE AND SYDNEY ATHLETICS CENTRE (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 14, Bereavement Leave, of the award published 20 September 2002 (336 I.G. 422), the following new item (iv):
 - (iv) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 14(i) 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 13(1)(c)(ii) of clause 13, Family Leave.
 - (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.
2. Delete 13(1)(a) of clause 13, Family Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 13(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 12, Sick 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.
3. Delete 13(1)(b) of clause 13, Family Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 13(1)(d) of clause 13, Family Leave:

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 26, Grievance and Dispute Resolution Procedures, should be followed.

5. Delete 13(2)(a) of clause 13, Family Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 13(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 13(3)(a) of clause 13, Family Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 13(3)(d) into clause 13, Family Leave, as follows:

- (d) 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.

8. Insert the following new item 13(6) into clause 13, Family Leave, as follows:

- (6) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 13(1)(b) and 13(1)(d) 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 13(1)(c)(ii) 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.

9. Delete clause 15, Parental Leave, and insert in lieu thereof the following:

15. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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SYDNEY OLYMPIC PARK VISITORS SERVICES (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of clause 14, Bereavement Leave, of the award published 27 September 2002 (336 I.G. 505), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements of this clause, 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 13(i)(c)(2) of clause 13, State Personal/Carer's Leave Case.
 - (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.
2. Delete 13(i)(a) of clause 13, State Personal/Carer's Leave Case, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 13(i)(c)(2) 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 clause 11, Sick 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.
 3. Delete 13(i)(b) of clause 13, State Personal/Carer's Leave Case, and insert in lieu thereof the following:
 - (b) 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.

4. Delete 13(i)(c)(3) of clause 13, State Personal/Carer's Leave Case and insert in lieu the following new item 13(i)(d):
 - (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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 25, Grievance and Dispute Resolution Procedures, should be followed.
5. Delete 13(ii) of clause 13, State Personal/Carer's Leave Case, and insert in lieu thereof the following:
 - (ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 13(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.
6. Delete 13(iii)(a) of clause 13, State Personal/Carer's Leave Case, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 13(iii)(d) into clause 13, State Personal/Carer's Leave Case, as follows:
 - (d) 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.
8. Insert the following new item 13(iv) into clause 13, State Personal/Carer's Leave Case, as follows:
 - (iv) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 13(i)(b) and 13(i)(c)(3) 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 13(i)(c)(2) 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.

9. Delete clause 15, Parental Leave, and insert in lieu thereof the following:

15. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of subclause 12.1 of clause 12, Other Leave, of the award published 24 February 2006 (357 I.G. 471), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements of this subclause 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 9.1(c)(ii) of clause 9, Carer's Leave.
 - (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.
2. Delete 9.1(a) of clause 9, Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 9.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 8, Sick 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.
3. Delete 9.1(b) of clause 9, Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 9.1(d) of clause 9, Carer's Leave:

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 16, Disputes Procedure, should be followed.

5. Delete 9.2(a) of clause 9, Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 9.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.
6. Delete 9.3(a) of clause 9, Carer's Leave, and insert in lieu thereof the following:
 - (a) 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.
7. Insert the following new item 9.3(d) into clause 9, Carer's Leave, as follows:
 - (d) 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.
8. Insert the following new item 9.7 into clause 9, Carer's Leave, as follows:

9.7 Personal Carers Entitlement for casual employees -

 - (1) Subject to the evidentiary and notice requirements in 9.1(b) and 9.1(d) 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 9.1(c)(ii) 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.
9. Delete clause 10, Parental Leave, and insert in lieu thereof the following:

10. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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THE AUSTRALIAN JOCKEY CLUB TRACK MAINTENANCE AND ANCILLARY STAFF AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 16, Bereavement Leave, of the award published 20 January 2006 (356 I.G. 520), the following new item 16.6:

16.6 Bereavement entitlements for casual employees

16.6.1 Subject to the evidentiary and notice requirements in 16.2 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 13.1(c)(ii) of clause 13, Personal Carer's Leave.

16.6.2 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.

16.6.3 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.

2. Delete 13.1(a) of clause 13, Personal Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 13.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick 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.

3. Delete 13.1(b) of clause 13, Personal Carer's Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 13.1(d) of clause 13, Personal Carer's Leave:

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 30, Disputes Procedure, should be followed.

5. Delete 13.2 of clause 13, Personal Carer's Leave, and insert in lieu thereof the following:

13.2 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 13.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 13.3(a) of clause 13, Personal Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 13.3(d) into clause 13, Personal Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 13.7 into clause 13, Personal Carer's Leave, as follows:

13.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 13.1(b) and 13.1(d) 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 13.1(c)(ii) 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.

9. Delete clause 13A, Parental Leave, and insert in lieu thereof the following:

13A. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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TIP TOP BAKERIES (FAIRFIELD) NUW AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 10.3 of clause 10, Leave, of the award published 27 May 2005 (351 I.G. 426), the following new item (c):

(c) Bereavement entitlements for casual employees

- (i) Subject to the evidentiary and notice requirements in 10.3(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 10A(1)(c)(ii) of clause 10A, Personal/Carer's Leave.
- (ii) 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.
- (iii) 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.

2. Delete 10A(1)(a) of clause 10A, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 10A(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at subclause 10.2 of clause 10, 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.

3. Delete 10A(1)(b) of clause 10A, Personal/Carer's Leave, and insert in lieu thereof the following:

(b) 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.

4. Insert the following notation at the end of 10A(1)(d) of clause 10A, Personal/Carer's Leave:

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 13, Disputes Procedure, should be followed.

5. Delete 10A(2) of clause 10A, Personal/Carer's Leave, and insert in lieu thereof the following:

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 10A(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 10A(3)(a) of clause 10A, Personal/Carer's Leave, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 10A(3)(d) into clause 10A, Personal/Carer's Leave, as follows:

(d) 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.

8. Insert the following new item 10A(6) into clause 10A, Personal/Carer's Leave, as follows:

(6) Personal Carers Entitlement for casual employees -

(i) Subject to the evidentiary and notice requirements in 10A(1)(b) and 10A(1)(d) 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 10A(1)(c)(ii) 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.

(ii) 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.

(iii) 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.

9. Delete subclause 10.5 of clause 10, Leave, and insert in lieu thereof the following:

10.5 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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TNT EXPRESS SYDNEY SORTATION AWARD, AUGUST 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 28, Bereavement Leave, of the award published 25 March 2005 (349 I.G. 593), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 28(ii) 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 18A(1)(c)(ii) of clause 18A, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 18A(1)(a) of clause 18A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 18A(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 18, Sick 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.
3. Delete 18A(1)(b) of clause 18A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 18A(1)(d) of clause 18A, State Personal/Carer's Leave Case - August 1996:

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 33, Procedures Relating to Disputes, Etc., Between Employers and Their Employees, should be followed.

5. Delete 18A(2)(a) of clause 18A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 18A(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 18A(3)(a) of clause 18A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 18A(3)(d) into clause 18A, State Personal/Carer's Leave Case - August 1996, as follows:

- (d) 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.

8. Insert the following new item 18A(7) into clause 18A, State Personal/Carer's Leave Case - August 1996, as follows:

- (7) Personal Carers Entitlement for casual employees -

- (i) Subject to the evidentiary and notice requirements in 18A(1)(b) and 18A(1)(d) 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 18A(1)(c)(ii) 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.

- (ii) 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.

- (iii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

18B. Parental Leave

10. Insert the following new clause 18B, Parental Leave, as follows:

18B. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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TOMAGO ALUMINIUM SMELTER AP22 CAPACITY EXPANSION PROJECT CONSENT AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 23 , Bereavement Leave, of the award published 4 October 2002 (336 I.G. 618), the following new item (e):
 - (e) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 23(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 22(1)(c)(ii) of clause 22, Carer's Leave.
 - (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.
2. Delete 22(1)(a) of clause 22, Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 22(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick 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.
3. Delete 22(1)(b) of clause 22, Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 22(1)(d) of clause 22, Carer's Leave:

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 44, Settlement of Disputes, should be followed.

5. Delete 22(2) of clause 22, Carer's Leave, and insert in lieu thereof the following:

- (2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 22(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 22(3)(a) of clause 22, Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 22(3)(d) into clause 22, Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item 22(7) into clause 22, Carer's Leave, as follows:

- (7) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 22(1)(b) and 22(1)(d) 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 22(1)(c)(ii) 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.

9. Delete clause 21, Parental Leave, and insert in lieu thereof the following:

21. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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TOOHEYS PTY LIMITED (AUBURN BREWERY) ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into subclause 5.5 of clause 5, Leave, of the award published 20 January 2006 (356 I.G. 649), the following new item 5.5.7:

5.5.7 Bereavement entitlements for casual employees

- 5.5.7.1 Subject to the evidentiary and notice requirements in 5.5.3 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 5.10.1(c)(ii) of clause 5, Leave.
- 5.5.7.2 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.
- 5.5.7.3 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.

2. Delete 5.10.1(a) of clause 5, Leave, and insert in lieu thereof the following:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 5.10.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at subclause 5.4 of clause 5, 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.

3. Delete 5.10.1(b) of clause 5, Leave, and insert in lieu thereof the following:

- (b) 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.

4. Insert the following notation at the end of 5.10.1(d) of clause 5, Leave:

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 15, Guaranteed Fair Treatment Process, should be followed.

5. Delete 5.10.2(a) of clause 5, Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 5.10.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 5.10.3(a) of clause 5, Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 5.10.3(d) into clause 5, Leave, as follows:

- (d) 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.

8. Insert the following new item 5.10.6 into clause 5, Leave, as follows:

5.10.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 5.10.1(b) and 5.10.1(d) 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 5.10.1(c)(ii) 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.

9. Insert the following new subclause 5.11, into clause 5, Parental Leave, as follows:

5.11 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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TYCO WATER PTY LTD YENNORA GENERAL AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 27, Compassionate Leave, of the award published 15 March 2002 (331 I.G. 1508), the following new item 27.6:

27.6 Bereavement entitlements for casual employees

27.6.1 Subject to the evidentiary and notice requirements in 27.5 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 22.1.3(b) of clause 22, Personal/Carer's Leave.

27.6.2 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.

27.6.3 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.

2. Delete 22.1.1 of clause 22, Personal/Carer's Leave, and insert in lieu thereof the following:

22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 22.1.3(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 clause 21, Sick 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.

3. Delete 22.1.2 of clause 22, Personal/Carer's Leave, and insert in lieu thereof the following:

22.1.2 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.

4. Insert the following notation at the end of 22.1.4 of clause 22, Personal/Carer's Leave:

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 33, Procedure For Resolving Claims, Issues and Disputes, should be followed.

5. Delete 22.2.1 of clause 22, Personal/Carer's Leave, and insert in lieu thereof the following:

22.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 22.1.3(b) above who is ill or who requires care due to an unexpected emergency.

6. Delete 22.3.1 of clause 22, Personal/Carer's Leave, and insert in lieu thereof the following:

22.3.1 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.

7. Insert the following new item 22.3.4 into clause 22, Personal/Carer's Leave, as follows:

22.3.4 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.

8. Insert the following new item 22.7 into clause 22, Personal/Carer's Leave, as follows:

22.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 22.1.2 and 22.1.4 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 22.1.3(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.

9. Delete clause 28, Parental Leave, and insert in lieu thereof the following:

28. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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ULAN COAL DELIVERY FACILITY CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause C11, Bereavement Leave, of the award published 15 April 2005 (350 I.G. 134), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in C11(ii) 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 C9A(1)(c)(ii) of clause C9A, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete C9A(1)(a) of clause C9A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in C9A(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause C9, Sick 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.
3. Delete C9A(1)(b) of clause C9A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of C9A(1)(d) of clause C9A, State Personal/Carer's Leave Case - August 1996:

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 D3, Settlement of Dispute Procedure, should be followed.

5. Delete C9A(2)(a) of clause C9A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in C9A(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete C9A(3)(a) of clause C9A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item C9A(3)(d) into clause C9A, State Personal/Carer's Leave Case - August 1996, as follows:

(d) 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.

8. Insert the following new item C9A(7) into clause C9A, State Personal/Carer's Leave Case - August 1996, as follows:

(7) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in C9A(1)(b) and C9A(1)(d) 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 C9A(1)(c)(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

C9B. Parental Leave

10. Insert the following new clause C9B, Parental Leave, as follows:

C9B. 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).
11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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UNIMIN AUSTRALIA LIMITED - ATTUNGA (NSW) ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 30, Bereavement Leave, of the award published 7 October 2005 (354 I.G. 397), the following new item (f):
 - (f) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 30(b) 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 29(1)(c)(ii) of clause 29, Personal Carer's Leave.
 - (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.
2. Delete 29(1)(a) of clause 29, Personal Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 29(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 27, Sick 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.
3. Delete 29(1)(b) of clause 29, Personal Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 29(1)(d) of clause 29, Personal Carer's Leave:

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 13, Grievance Procedure, should be followed.

5. Delete 29(2)(a) of clause 29, Personal Carer's Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 29(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 29(3)(a) of clause 29, Personal Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 29(3)(d) into clause 29, Personal Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item (7) into clause 29, Personal Carer's Leave, as follows:

- (7) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 29(1)(b) and 29(1)(d) 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 29(1)(c)(ii) 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.

9. Delete clause 31, Parental Leave, and insert in lieu thereof the following:

31. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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UNIVERSITY OF NEWCASTLE UNION FOOD AND BEVERAGE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 34, Bereavement Leave, of the award published 28 September 2001 (328 I.G. 160), the following new item 34.5:

34.5 Bereavement entitlements for casual employees

34.5.1 Subject to the evidentiary and notice requirements in 34.1 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 14.1.2 of clause 14, Personal/Carer's Leave.

34.5.2 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.

34.5.3 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.

2. Delete the first paragraph of subclause 14.1 of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

14.1 Use of Sick Leave

An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 14.1.2 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 clause 16, Sick 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.

3. Delete the second paragraph of subclause 14.1 of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

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.

4. Insert the following notation at the end of 14.1.3 of clause 14, Personal/Carer's Leave:

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 4, Grievance/Dispute Settlement Procedure, should be followed.

5. Delete 14.2 of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

14.2 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 14.1.2 above who is ill or who requires care due to an unexpected emergency.

6. Delete 14.3.1 of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

14.3.1 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.

7. Insert the following new item 14.3.4 into clause 14, Personal/Carer's Leave, as follows:

14.3.4 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.

8. Insert the following new item 14.6 into clause 14, Personal/Carer's Leave, as follows:

14.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 14.1 and 14.1.3 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 14.1.2 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.

9. Insert in the Arrangement the following new clause number and subject matter:

14A. Parental Leave

10. Insert the following new clause 14A, Parental Leave, as follows:

14A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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VALVOLINE (AUSTRALIA) PTY LTD 1997-1999 CONSENT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 19, Bereavement Leave, of the award published 31 May 2002 (333 I.G. 1081), the following new item (6):
 - (6) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 19(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 16A(1)(c)(ii) of clause 16A, State Personal/Carer's Leave Case - August 1996.
 - (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.
2. Delete 16A(1)(a) of clause 16A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 16A(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, Sick 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.
3. Delete 16A(1)(b) of clause 16A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 16A(1)(d) of clause 16A, State Personal/Carer's Leave Case - August 1996:

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 23 , Disputes Procedure, should be followed.

5. Delete 16A(2)(a) of clause 16A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 16A(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 16A(3)(a) of clause 16A, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

(a) 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.

7. Insert the following new item 16A(3)(d) into clause 16A, State Personal/Carer's Leave Case - August 1996, as follows:

(d) 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.

8. Insert the following new item (7) into clause 16A, State Personal/Carer's Leave Case - August 1996, as follows:

(7) Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 16A(1)(b) and 16A(1)(d) 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 16A(1)(c)(ii) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

16B. Parental Leave

10. Insert the following new clause 16B, Parental Leave, as follows:

16B. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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WATERCO LIMITED CHEMICAL DIVISION (STATE) CONSENT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 24, Bereavement Leave, of the award published 26 November 2004 (347 I.G. 491), the following new item (vi):
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 24(ii) 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 23(i)(c)(2) of clause 23, Personal - Carers Leave.
 - (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.
2. Delete 23(i)(a) of clause 23, Personal - Carers Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 23(i)(c)(2) 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 clause 10, Sick 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.
3. Delete 23(i)(b) of clause 23, Personal - Carers Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Insert the following notation at the end of 23(i)(d) of clause 23, Personal - Carers Leave:

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 18, Disputes Procedure, should be followed.

5. Delete 23(ii) of clause 23, Personal - Carers Leave, and insert in lieu thereof the following:

- (ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 23(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 23(iii)(a) of clause 23, Personal - Carers Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 23(i)(d) into clause 23, Personal - Carers Leave, as follows:

- (d) 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.

8. Insert the following new item (vii) into clause 23, Personal - Carers Leave, as follows:

- (vii) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 23(i)(b) and 23(i)(d) 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 23(i)(c)(2) 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.

9. Insert in the Arrangement the following new clause number and subject matter:

23A. Parental Leave

10. Insert the following new clause 23A, Parental Leave, as follows:

23A. 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).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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WOLLONGONG SPORTSGROUND TRUST AUSTRALIAN WORKERS UNION (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of clause 16, Bereavement Leave, of the award published 16 December 2005 (355 I.G. 369), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in this clause 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 15(a)(iii)2 of clause 15, Personal Carers Leave.
 - (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.
2. Delete 15(a)(i) of clause 15, Personal Carers Leave, and insert in lieu thereof the following:
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(a)(iii)2 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 clause 14, Sick 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.
3. Delete 15(a)(ii) of clause 15, Personal Carers Leave, and insert in lieu thereof the following:
 - (ii) 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.

4. Insert the following notation at the end of 15(a)(iii)2(f) of clause 15, Personal Carers Leave:

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 29, Disputes Procedure, should be followed.

5. Delete 15(b)(i) of clause 15, Personal Carers Leave, and insert in lieu thereof the following:

- (i) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15(a)(iii)2 above who is ill or who requires care due to an unexpected emergency.

6. Delete 15(c)(i) of clause 15, Personal Carers Leave, and insert in lieu thereof the following:

- (i) 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.

7. Insert the following new item 15(c)(iv) into clause 15, Personal Carers Leave, as follows:

- (iv) 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.

8. Insert the following new item (g) into clause 15, Personal Carers Leave, as follows:

- (g) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15(a)(ii) and 15(a)(iii)2(f) 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 15(a)(iii)2 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.

9. Delete clause 17, Parental Leave, and insert in lieu thereof the following:

17. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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WOOLWORTHS SUPERMARKETS AND WAREHOUSE ADMINISTRATION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of clause 18, Compassionate Leave, of the award published 29 July 2005 (352 I.G. 871), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in this clause, 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 17B(i)(c)(2) of clause 17B, Personal Carers Leave.
 - (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.
2. Delete 17B(i)(a) of clause 17B, Personal Carers Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 17B(i)(c)(2) 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 clause 17, Sick 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.
 3. Delete 17B(i)(b) of clause 17B, Personal Carers Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Delete 17B(i)(c)(3) of clause 17B, Personal Carers Leave and insert in lieu the following new item 17B(i)(d):

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

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 26, Settlement of Disputes and Grievances, should be followed.

5. Delete 17B(ii)(a) of clause 17B, Personal Carers Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 17B(i)(c)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 17B(iii)(a) of clause 17B, Personal Carers Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 17B(iii)(d) into clause 17B, Personal Carers Leave, as follows:

- (d) 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.

8. Insert the following new item (vIii) into clause 17B, Personal Carers Leave, as follows:

(vIii) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 17B(i)(b) and 17B(i)(c)(3) 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 17B(i)(c)(2) 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.

9. Delete clause 24, Parental Leave, and insert in lieu thereof the following:

24. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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(1514)

SERIAL C6051

**ADECCO PROJECTS AUSTRALIA PTY LTD (EVENTS) (STATE)
AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert at the end of clause 16, Bereavement Leave, of the award published 25 January 2002 (330 I.G. 1007), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements of this clause 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 15(i)(c)(1) of clause 15, State Personal/Carer's Leave.
 - (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.
2. Delete 15(i)(a) of clause 15, State Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(i)(c)(1) 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 clause 13, Sick 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.
3. Delete 15(i)(b) of clause 15, State Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) 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.

4. Delete 15(i)(c)(2) of clause 15, State Personal/Carer's Leave and insert in lieu the following new item 15(i)(d):

- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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 27, Grievance and Dispute Resolution Procedures, should be followed.

5. Delete 15(ii)(a) of clause 15, State Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15(i)(c)(1) above who is ill or who requires care due to an unexpected emergency.

6. Delete 15(iii)(a) of clause 15, State Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) 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.

7. Insert the following new item 15(iii)(d) into clause 15, State Personal/Carer's Leave, as follows:

- (d) 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.

8. Insert the following new item (vii) into clause 15, State Personal/Carer's Leave, as follows:

- (vii) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15(i)(b) and 15(i)(c)(2) 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 15(i)(c)(1) 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.

9. Delete clause 17, Parental Leave, and insert in lieu thereof the following:

17. 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).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

Printed by the authority of the Industrial Registrar.

BUTTON MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5491 published 27 July 2007

(363 I.G. 61)

(No. IRC 4201 of 2005)

CORRECTION

1. Delete instruction 1 and substitute the following:
1. Insert into clause 32, Bereavement Leave, of the award published 21 February 2003 (338 I.G. 393), the following new item 32.6:

32.6 Bereavement entitlements for casual employees

32.6.1 Subject to the evidentiary and notice requirements in 32.2 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 31.1.3(b) of clause 31, Personal/Carer's Leave.

32.6.2 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.

32.6.3 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.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

GROCERY PRODUCTS MANUFACTURING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5532 published 27 July 2007

(363 I.G. 109)

(No. IRC 4201 of 2005)

CORRECTION

1. Delete instruction 7 and substitute the following:
8. Insert the following new item 16(7) into clause 16, Personal / Carer's Leave, as follows:
 - (7) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 16(1)(b) and 16(1)(d) 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 16(1)(c)(ii) 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.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

METER READERS AND FIELD OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5560 published 27 July 2007

(363 I.G. 181)

(No. IRC 4201 of 2005)

CORRECTION

1. Delete instruction 8 and substitute the following:
8. Insert the following new item 28(vii) into clause 28, Personal / Carer's Leave, as follows:
 - (vii) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 28(i)(b) and 28(i)(d) 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 28(1)(c)(2) 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.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

NEW SOUTH WALES COLLIERS AND SMALL SHIPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5572 published 27 July 2007

(363 I.G. 205)

(No. IRC 4201 of 2005)

CORRECTION

1. Delete instruction 9 and substitute the following:
9. Insert in the Arrangement the following new clause number and subject matter:

13A. Parental Leave
2. Renumber the existing instruction "10" to read as instruction "11", and insert the following new instruction 10:
10. Insert the following new clause 13A, Parental Leave, as follows:

13A. 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).

G. M. GRIMSON *Industrial Registrar.*

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PAINT AND VARNISH MAKERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5609 published 27 July 2007

(363 I.G. 221)

(No. IRC 4201 of 2005)

CORRECTION

1. Delete instruction 7 and substitute the following:
7. Insert the following new item 27(3)(d) into clause 27, Personal/Carer's Leave, as follows:
 - (d) 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.

G. M. GRIMSON *Industrial Registrar.*

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**PROFESSIONAL SURVEYORS (PRIVATE INDUSTRY) (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6080 published 27 July 2007

(363 I.G. 269)

(No. IRC 4201 of 2005)

CORRECTION

1. Delete instruction 1 and substitute the following:
1. Insert into clause 18, Bereavement Leave, of the award published 12 January 2001 (321 I.G. 569), the following new item 18.6:

18.6 Bereavement entitlements for casual employees

18.6.1 Subject to the evidentiary and notice requirements in 18.2 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 17.1.2(b) of clause 17, Personal/ Carer's Leave.

18.6.2 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.

18.6.3 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.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

REFRACTORY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5651 published 27 July 2007

(363 I.G. 281)

(No. IRC 4201 of 2005)

CORRECTION

1. Delete instruction 7 and substitute the following:
7. Insert the following new item 25.3(d) into clause 25, Personal/Carer's Leave, as follows:
 - (d) 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.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - MOTOR BUS DRIVERS AND CONDUCTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5604 published 27 July 2007

(363 I.G. 361)

(No. IRC 4201 of 2005)

CORRECTION

1. Delete instruction 4 and substitute the following:
4. Delete 21(1)(f) of clause 21, Personal / Carer's Leave, and insert in lieu thereof the following new item 21(1)(f):
 - (f) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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 29, Dispute Procedure, should be followed.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

ENERGY AUSTRALIA APPLIANCE SALES CONSENT AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 645 of 2007)

Before The Honourable Mr Deputy President Harrison

24 July 2007

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Energy Australia Appliance Sales Consent Award 2003 published 10 October 2003 (341 I.G. 659) as varied, be rescinded on and from 31 July 2007.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar

(1033)

SERIAL C5876

**CENTRAL COAST COLD STORES CONSENT ENTERPRISE AWARD
2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 755 of 2007)

Before Mr Deputy President Grayson

24 July 2007

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Central Coast Cold Stores Consent Enterprise Award 2000 published 3 August 2001 (326 I.G. 774) as varied, be rescinded on and from 24 July 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar

(1621)

SERIAL C5875

DEVRO PTY LIMITED OPERATING EMPLOYEES AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 757 of 2007)

Before Mr Deputy President Grayson

24 July 2007

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Devro Pty Limited Operating Employees Award 2003 published 14 November 2003 (342 I.G. 20) as varied, be rescinded on and from 24 July 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar

**JOURNALISTS' (CUMBERLAND NEWSPAPERS PTY LIMITED)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 748 of 2007)

Before Mr Deputy President Grayson

24 July 2007

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Journalists' (Cumberland Newspapers Pty Limited) Award published 7 December 2001 (330 I.G. 93) as varied, be rescinded on and from 24 July 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar

(1008)

SERIAL C5874

**THE AUSTRAL BRICK COMPANY PTY LTD (MECHANICAL
MAINTENANCE EMPLOYEES, EASTWOOD) ENTERPRISE AWARD
2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 763 of 2007)

Before Mr Deputy President Grayson

24 July 2007

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that The Austral Brick Company Pty Ltd (Mechanical Maintenance Employees, Eastwood) Enterprise Award 2002, published 21 November 2003 (342 I.G. 57) as varied, be rescinded on and from 24 July 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA07/15 - Family Planning NSW Medical Officers' Enterprise Agreement 2007

Made Between: Family Planning New South Wales Ltd -&- the Australian Salaried Medical Officers' Federation (New South Wales).

New/Variation: Replaces EA05/146.

Approval and Commencement Date: Approved and commenced 24 August 2007.

Description of Employees: The agreement applies to all Medical Officers employed by Family Planning NSW, located at 328-336 Liverpool Road, Ashfield NSW 2131.

Nominal Term: 36 Months.

EA07/16 - Liverpool Women's Health Centre Inc. Enterprise Agreement 2007

Made Between: Liverpool Women's Health Centre Inc. -&- the Australian Services Union of N.S.W.

New/Variation: Replaces EA01/297.

Approval and Commencement Date: Approved and commenced 5 September 2007.

Description of Employees: The agreement applies to all employees employed by Liverpool Women's Health Centre Inc., located at 26 Bathurst Street, Liverpool NSW 2170 who fall within the coverage of the Social and Community Services Employees (State) Award.

Nominal Term: 36 Months.