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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**CROWN EMPLOYEES (NSW TAFE COMMISSION -
ADMINISTRATIVE AND SUPPORT STAFF CONDITIONS OF
EMPLOYMENT) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 124 of 2012)

Before The Honourable Mr Justice Staff

28 November 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 793) as varied, be rescinded on and from 28 November 2012.

C.G. STAFF J

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(061)

SERIAL C8035**CROWN EMPLOYEES (POLICE OFFICERS - 2009) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Police Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 325 of 2011)

Before The Honourable Justice Walton, Vice-President
The Honourable Mr Justice Staff
Commissioner Tabbaa

2 October 2012

VARIATION

1. Insert in clause 1, Arrangement of the award published 26 February 2010 (369 I.G. 1233) the following:

38A. Salaries (Police Prosecutors)
41A. Forensic Services Group Expert Allowance
Table 2A - Police Prosecutor Salaries
Table 6A - Prosecutors' Special Allowance
Table 7A - Forensic Services Group Expert Allowance

2. Insert after subclause 3.11 of clause 3, Definitions the following new subclause.
- 3.12 "Police Prosecutor" means a Non-Commissioned Officer who has successfully completed the Prosecutor Education Program and is working in the Police Prosecutions Command.
3. Insert after clause 38, Salaries (Detectives), the following new clause:

38A. Salaries (Police Prosecutors)

38A.1 Subject to the *Police Act* 1990 and Regulations, and to the provisions of clause 58, "Competency Based Incremental Progression" (Non-Commissioned Officers) of this Award, a Police Prosecutor shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 2A - Police Prosecutor Salaries of PART B, Monetary Rates from the first pay period on or after 29 March 2012. In addition to their base salary Prosecutors shall be paid the following allowances in the nature of salary:

- 38A.1.1 the Loading prescribed by Clause 39 of this Award; and
- 38A.1.2 an allowance equivalent to a Grade 4 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 7 - Special Duties Allowance (Non-Commissioned Officers) of Part B Monetary Rates; and
- 38A.1.3 the allowance as prescribed in Table 6A - Prosecutors Special Allowance of Part B Monetary Rates.

38A.2 On and from the first full pay period after the officer is notified they have successfully completed the Prosecutor Education Program (PEP), or is a Police Prosecutor on 29 March 2012, a Non Commissioned Officer will transition to Table 2A - Police Prosecutor Salaries of PART B in accordance with the following table:

| Incremental Level prior to permanent appointment | Incremental Level upon completion of the PEP |
|--|--|
| Probationary Constable (Level 1) | Police Prosecutor 1st Year |
| Constable Level 2 | Police Prosecutor 1st Year |

| | |
|---|-------------------------------------|
| Constable Level 3 | Police Prosecutor 1st Year |
| Constable Level 4 | Police Prosecutor 1st Year |
| Constable Level 5 | Police Prosecutor 2nd Year |
| Senior Constable Level 1 | Police Prosecutor 3rd Year |
| Senior Constable Level 2 Step 1 | Police Prosecutor 4th Year |
| Senior Constable Level 2 Step 2 | Police Prosecutor 4th Year |
| Senior Constable Level 3 Step 1 | Police Prosecutor 5th Year |
| Senior Constable Level 3 Step 2 | Police Prosecutor 5th Year |
| Senior Constable Level 3 Step 3 | Police Prosecutor 5th Year |
| Senior Constable Level 4 Step 1 | Police Prosecutor 6th Year |
| Senior Constable Level 4 Step 2 | Police Prosecutor 6th Year |
| Senior Constable Level 5 Step 1 | Police Prosecutor 7th Year |
| Senior Constable Level 5 Step 2 | Police Prosecutor 7th Year |
| Senior Constable Level 6 | Police Prosecutor 8th Year |
| Leading Senior Constable Level 1 Step 1 or Step 2, and Senior Constable Level 6 with more than 1 years service on Level 6 | Police Prosecutor 9th Year |
| Leading Senior Constable Level 2, and Senior Constable Level 6 with more than 2 years service on Level 6 | Police Prosecutor 10th Year |
| Sergeant 1st year | Prosecutor Sergeant 1st Year |
| Sergeant 2nd year | Prosecutor Sergeant 2nd Year |
| Sergeant 3rd year | Prosecutor Sergeant 3rd Year |
| Sergeant 4th year | Prosecutor Sergeant 3rd Year |
| Sergeant 5th year | Prosecutor Sergeant 4th Year |
| Sergeant 6th year | Prosecutor Sergeant 4th Year |
| Sergeant 7th year | Prosecutor Sergeant 5th Year |
| Sergeant 8th year | Prosecutor Sergeant 5th Year |
| Sergeant 9th year | Prosecutor Sergeant 6th Year |
| | |
| Senior Sergeant 1st year | Prosecutor Senior Sergeant 1st Year |
| Senior Sergeant 2nd year | Prosecutor Senior Sergeant 1st Year |
| Senior Sergeant 3rd year | Prosecutor Senior Sergeant 2nd Year |
| Senior Sergeant 4th year | Prosecutor Senior Sergeant 3rd Year |
| Senior Sergeant 5th year | Prosecutor Senior Sergeant 4th Year |

38A.3 Non-Commissioned Officers who are classified as Probationary Constable (Level 1), Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) shall, as at the date of transition to the Police Prosecutors' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Police Prosecutors shall retain their existing increment date.

38A.4 A Non Commissioned Officer who ceases to perform duty in the Police Prosecutions Command shall revert to the rank and increment level he or she would have otherwise occupied had they not been performing duty in the Police Prosecutions Command.

4. Delete in subclause 41.2 of clause 41, Special Duties Allowance under the heading "Grade 4" the words "Prosecutors, Legal Services" of clause 41, Special Duty Allowance.

5. Insert after subclause 41.3 of clause 41 the following new subclause.

41.4 Any Non-Commissioned Officer who is paid the Forensic Services Group Expert Allowance pursuant to clause 41A shall not be entitled to any Special Duties Allowance.

6. Insert after clause 41, Special Duties Allowance, the following new subclause:

41A. Forensic Services Group Expert Allowance

41A.1 In addition to the rates prescribed for Non Commissioned Officers by clause 37 Salaries (Other than Detectives) and clause 39, Loading of this Award a Non-Commissioned Officer attached to Forensic Services Group who is recognised as an Expert in accordance with subclause 41A.2, shall be paid an annual allowance as prescribed in Table 7A - Forensic Services Group Expert Allowance of Part B Monetary Rates (paid fortnightly) on and from the beginning of the first full pay period after:

41A.1.1 a Non-Commissioned Officer obtains expert recognition, or

41A.1.2 29 March 2012,

whichever is the later.

41A.2 For the purposes of cl 41A.1, a Non - Commissioned Officer receives expert recognition for the relevant forensic science discipline in accordance with the following:

| Discipline | Expert Recognition |
|---------------------------------|---|
| Fingerprint Examination | Australasian Forensic Field Sciences Accreditation Board certification. |
| Crime Scene Investigation | Australasian Forensic Field Sciences Accreditation Board certification. |
| Ballistics/Firearms Examination | Australasian Forensic Field Sciences Accreditation Board certification. |
| Document Examination | Authorisation by the Commander Forensic Services Group to conduct both General Document Examination and Handwriting/Signature Examination |

41A.3 A Non-Commissioned Officer in receipt of the Forensic Services Group Expert Allowance shall cease to be paid the allowance from the beginning of the first full pay period after they leave the Forensic Services Group, or from the beginning of the first full pay period after they are advised in writing that they have failed to maintain their Expert Recognition. The officer must provide to the Commander Forensic Services Group a copy of any correspondence advising he/she has lost Expert Recognition within seven (7) days of receipt.

7. Delete subclause 59.9 of clause 59, Provision of Uniform and insert in lieu thereof the following:

59.9 Plain Clothes Allowance

Non-Commissioned Officers (other than Detectives and Police Prosecutors) required to perform duty in plain clothes shall be paid a plain clothes allowance as set out in Table 12 - Plain Clothes Allowances (Non-Commissioned Officers), of PART B, Monetary Rates in lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) and Prosecutors under clause 38A Salaries (Police Prosecutors) shall not be entitled to a Plain Clothes Allowance).

8. Insert in Part B Monetary Rates after Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries, the following new tables.

Table 1 - Non-Commissioned Officers' (other than Detectives and Prosecutors) Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2011 - 3.5% | | |
|--|-----------------|---------------------------|
| Rank/Incremental Level | Base Salary | Loaded Salary (+11.5%) |
| | Per Annum \$ | Per Annum \$ |
| Probationary Constable (Level 1) | 53,571 | 59,732 |
| Constable Level 2 | 55,593 | 61,986 |
| Constable Level 3 | 57,611 | 64,236 |
| Constable Level 4 | 59,632 | 66,490 |
| Constable Level 5 | 60,645 | 67,619 |
| Senior Constable Level 1 | 66,714 | 74,386 |
| Senior Constable Level 2 Step 1 | 67,721 | 75,509 |
| Senior Constable Level 2 Step 2 | 67,721 | 75,509 |
| Senior Constable Level 3 Step 1 | 70,753 | 78,890 |
| Senior Constable Level 3 Step 2 | 70,753 | 78,890 |
| Senior Constable Level 3 Step 3 | 70,753 | 78,890 |
| Senior Constable Level 4 Step 1 | 74,798 | 83,400 |
| Senior Constable Level 4 Step 2 | 74,798 | 83,400 |
| Senior Constable Level 5 Step 1 | 76,817 | 85,651 |
| Senior Constable Level 5 Step 2 | 76,817 | 85,651 |
| Senior Constable Level 6 | 77,827 | 86,777 |
| Leading Senior Constable Level 1 Step 1 | 80,304 | 89,539 |
| Leading Senior Constable Level 1 Step 2 | 80,304 | 89,539 |
| Leading Senior Constable Level 2 | 82,395 | 91,870 |
| Sergeant 1st Year | 78,840 | 87,907 |
| Sergeant 2nd Year | 78,840 | 87,907 |
| Sergeant 3rd Year | 82,883 | 92,415 |
| Sergeant 4th Year | 82,883 | 92,415 |
| Sergeant 5th Year | 85,914 | 95,794 |
| Sergeant 6th Year | 85,914 | 95,794 |
| Sergeant 7th Year | 89,958 | 100,303 |
| Sergeant 8th Year | 89,958 | 100,303 |
| Sergeant 9th Year | 90,968 | 101,429 |
| Senior Sergeant 1st Year | 89,958 | 100,303 |
| Senior Sergeant 2nd Year | 89,958 | 100,303 |
| Senior Sergeant 3rd Year | 90,968 | 101,429 |
| Senior Sergeant 4th Year | 92,986 | 103,679 |
| Senior Sergeant 5th Year | 95,945 | 106,979 |

Table 1 - Non-Commissioned Officers' (other than Detectives and Prosecutors) Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2012 - 3.2% | | |
|--|-----------------|----------------------------|
| Rank/Incremental Level | Base Salary | Loaded Salary (+ 11.5%) |
| | Per Annum \$ | Per Annum \$ |
| Probationary Constable (Level 1) | 55,285 | 61,643 |
| Constable Level 2 | 57,372 | 63,970 |

| | | |
|---|--------|---------|
| Constable Level 3 | 59,455 | 66,292 |
| Constable Level 4 | 61,540 | 68,617 |
| Constable Level 5 | 62,586 | 69,783 |
| | | |
| Senior Constable Level 1 | 68,849 | 76,767 |
| Senior Constable Level 2 Step 1 | 69,888 | 77,925 |
| Senior Constable Level 2 Step 2 | 69,888 | 77,925 |
| Senior Constable Level 3 Step 1 | 73,017 | 81,414 |
| Senior Constable Level 3 Step 2 | 73,017 | 81,414 |
| Senior Constable Level 3 Step 3 | 73,017 | 81,414 |
| Senior Constable Level 4 Step 1 | 77,192 | 86,069 |
| Senior Constable Level 4 Step 2 | 77,192 | 86,069 |
| Senior Constable Level 5 Step 1 | 79,275 | 88,392 |
| Senior Constable Level 5 Step 2 | 79,275 | 88,392 |
| Senior Constable Level 6 | 80,317 | 89,553 |
| | | |
| Leading Senior Constable Level 1 Step 1 | 82,874 | 92,405 |
| Leading Senior Constable Level 1 Step 2 | 82,874 | 92,405 |
| Leading Senior Constable Level 2 | 85,032 | 94,811 |
| | | |
| Sergeant 1st Year | 81,363 | 90,720 |
| Sergeant 2nd Year | 81,363 | 90,720 |
| Sergeant 3rd Year | 85,535 | 95,372 |
| Sergeant 4th Year | 85,535 | 95,372 |
| Sergeant 5th Year | 88,663 | 98,859 |
| Sergeant 6th Year | 88,663 | 98,859 |
| Sergeant 7th Year | 92,837 | 103,513 |
| Sergeant 8th Year | 92,837 | 103,513 |
| Sergeant 9th Year | 93,879 | 104,675 |
| | | |
| Senior Sergeant 1st Year | 92,837 | 103,513 |
| Senior Sergeant 2nd Year | 92,837 | 103,513 |
| Senior Sergeant 3rd Year | 93,879 | 104,675 |
| Senior Sergeant 4th Year | 95,962 | 106,998 |
| Senior Sergeant 5th Year | 99,015 | 110,402 |

Table 1 - Non-Commissioned Officers' (other than Detectives and Prosecutors) Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2% | | |
|--|--------------------------------|---|
| Rank/Incremental Level | Base Salary Per Annum \$ | Loaded Salary (+ 11.5%) Per Annum \$ |
| Probationary Constable (Level 1) | 57,054 | 63,615 |
| Constable Level 2 | 59,208 | 66,017 |
| Constable Level 3 | 61,358 | 68,414 |
| Constable Level 4 | 63,509 | 70,813 |
| Constable Level 5 | 64,589 | 72,017 |
| Senior Constable Level 1 | 71,052 | 79,223 |
| Senior Constable Level 2 Step 1 | 72,124 | 80,418 |
| Senior Constable Level 2 Step 2 | 72,124 | 80,418 |
| Senior Constable Level 3 Step 1 | 75,354 | 84,020 |
| Senior Constable Level 3 Step 2 | 75,354 | 84,020 |
| Senior Constable Level 3 Step 3 | 75,354 | 84,020 |
| Senior Constable Level 4 Step 1 | 79,662 | 88,823 |
| Senior Constable Level 4 Step 2 | 79,662 | 88,823 |
| Senior Constable Level 5 Step 1 | 81,812 | 91,220 |

| | | |
|---|---------|---------|
| Senior Constable Level 5 Step 2 | 81,812 | 91,220 |
| Senior Constable Level 6 | 82,887 | 92,419 |
| Leading Senior Constable Level 1 Step 1 | 85,526 | 95,361 |
| Leading Senior Constable Level 1 Step 2 | 85,526 | 95,361 |
| Leading Senior Constable Level 2 | 87,753 | 97,845 |
| Sergeant 1st Year | 83,967 | 93,623 |
| Sergeant 2nd Year | 83,967 | 93,623 |
| Sergeant 3rd Year | 88,272 | 98,423 |
| Sergeant 4th Year | 88,272 | 98,423 |
| Sergeant 5th Year | 91,500 | 102,023 |
| Sergeant 6th Year | 91,500 | 102,023 |
| Sergeant 7th Year | 95,808 | 106,826 |
| Sergeant 8th Year | 95,808 | 106,826 |
| Sergeant 9th Year | 96,883 | 108,025 |
| Senior Sergeant 1st Year | 95,808 | 106,826 |
| Senior Sergeant 2nd Year | 95,808 | 106,826 |
| Senior Sergeant 3rd Year | 96,883 | 108,025 |
| Senior Sergeant 4th Year | 99,033 | 110,422 |
| Senior Sergeant 5th Year | 102,183 | 113,934 |

9. Insert after Table 2 Detectives' Salaries, of Part B the following new tables.

Table 2 -Detectives Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2011 - 3.5% | | | |
|--|------------------------------------|---|---|
| Rank/Incremental Level | Base Salary Per Annum \$ | Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance) Per Annum \$ | Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance) Per Annum \$ |
| Detective 1st Year | 59,632 | 63,255 | 71,698 |
| Detective 2nd Year | 60,645 | 64,268 | 72,827 |
| Detective 3rd Year | 66,714 | 70,337 | 79,594 |
| Detective 4th Year | 67,721 | 71,344 | 80,717 |
| Detective 5th Year | 70,753 | 74,376 | 84,098 |
| Detective 6th Year | 74,798 | 78,421 | 88,608 |
| Detective 7th Year | 76,817 | 80,440 | 90,859 |
| Detective 8th Year | 77,827 | 81,450 | 91,985 |
| Detective 9th Year | 80,304 | 83,927 | 94,747 |
| Detective 10th Year | 82,395 | 86,018 | 97,078 |
| Detective Sergeant 1st Year | 78,840 | 82,463 | 93,115 |
| Detective Sergeant 2nd Year | 78,840 | 82,463 | 93,115 |
| Detective Sergeant 3rd Year | 82,883 | 86,506 | 97,623 |
| Detective Sergeant 4th Year | 85,914 | 89,537 | 101,002 |
| Detective Sergeant 5th Year | 89,958 | 93,581 | 105,511 |
| Detective Sergeant 6th Year | 90,968 | 94,591 | 106,637 |
| Detective Senior Sergeant 1st Year | 89,958 | 93,581 | 105,511 |

| | | | |
|------------------------------------|--------|--------|---------|
| Detective Senior Sergeant 2nd Year | 90,968 | 94,591 | 106,637 |
| Detective Senior Sergeant 3rd Year | 92,986 | 96,609 | 108,887 |
| Detective Senior Sergeant 4th Year | 95,945 | 99,568 | 112,187 |

Table 2 -Detectives Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2012 - 3.2% | | | |
|--|--------------|--|---|
| Rank/Incremental Level | Base Salary | Base Salary for Overtime Purposes | Loaded Salary |
| | | (+ Allowance Equivalent to Grade 3 Special Duties Allowance) | (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance) |
| | Per Annum \$ | Per Annum \$ | Per Annum \$ |
| Detective 1st Year | 61,540 | 65,279 | 73,992 |
| Detective 2nd Year | 62,586 | 66,325 | 75,158 |
| Detective 3rd Year | 68,849 | 72,588 | 82,142 |
| Detective 4th Year | 69,888 | 73,627 | 83,300 |
| Detective 5th Year | 73,017 | 76,756 | 86,789 |
| Detective 6th Year | 77,192 | 80,931 | 91,444 |
| Detective 7th Year | 79,275 | 83,014 | 93,767 |
| Detective 8th Year | 80,317 | 84,056 | 94,928 |
| Detective 9th Year | 82,874 | 86,613 | 97,780 |
| Detective 10th Year | 85,032 | 88,771 | 100,186 |
| Detective Sergeant 1st Year | 81,363 | 85,102 | 96,095 |
| Detective Sergeant 2nd Year | 81,363 | 85,102 | 96,095 |
| Detective Sergeant 3rd Year | 85,535 | 89,274 | 100,747 |
| Detective Sergeant 4th Year | 88,663 | 92,402 | 104,234 |
| Detective Sergeant 5th Year | 92,837 | 96,576 | 108,888 |
| Detective Sergeant 6th Year | 93,879 | 97,618 | 110,050 |
| Detective Senior Sergeant 1st Year | 92,837 | 96,576 | 108,888 |
| Detective Senior Sergeant 2nd Year | 93,879 | 97,618 | 110,050 |
| Detective Senior Sergeant 3rd Year | 95,962 | 99,701 | 112,373 |
| Detective Senior Sergeant 4th Year | 99,015 | 102,754 | 115,777 |

Table 2 -Detectives Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2% | | | |
|--|--------------|--|---|
| Rank/Incremental Level | Base Salary | Base Salary for Overtime Purposes | Loaded Salary |
| | | (+ Allowance Equivalent to Grade 3 Special Duties Allowance) | (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance) |
| | Per Annum \$ | Per Annum \$ | Per Annum \$ |
| Detective 1st Year | 63,509 | 67,368 | 76,360 |
| Detective 2nd Year | 64,589 | 68,448 | 77,564 |
| Detective 3rd Year | 71,052 | 74,911 | 84,770 |

| | | | |
|------------------------------------|---------|---------|---------|
| Detective 4th Year | 72,124 | 75,983 | 85,965 |
| Detective 5th Year | 75,354 | 79,213 | 89,567 |
| Detective 6th Year | 79,662 | 83,521 | 94,370 |
| Detective 7th Year | 81,812 | 85,671 | 96,767 |
| Detective 8th Year | 82,887 | 86,746 | 97,966 |
| Detective 9th Year | 85,526 | 89,385 | 100,908 |
| Detective 10th Year | 87,753 | 91,612 | 103,392 |
| Detective Sergeant 1st Year | 83,967 | 87,826 | 99,170 |
| Detective Sergeant 2nd Year | 83,967 | 87,826 | 99,170 |
| Detective Sergeant 3rd Year | 88,272 | 92,131 | 103,970 |
| Detective Sergeant 4th Year | 91,500 | 95,359 | 107,570 |
| Detective Sergeant 5th Year | 95,808 | 99,667 | 112,373 |
| Detective Sergeant 6th Year | 96,883 | 100,742 | 113,572 |
| Detective Senior Sergeant 1st Year | 95,808 | 99,667 | 112,373 |
| Detective Senior Sergeant 2nd Year | 96,883 | 100,742 | 113,572 |
| Detective Senior Sergeant 3rd Year | 99,033 | 102,892 | 115,969 |
| Detective Senior Sergeant 4th Year | 102,183 | 106,042 | 119,481 |

10. Insert after Table 2 - Detectives Salaries, the following new tables.

Table 2A - Police Prosecutors Salaries

| From the beginning of the first full pay period to commence on or after 29 March 2012 - 3.5% | | | |
|--|--------------|--|--|
| Rank/Incremental Level | Base Salary | Base Salary for Overtime Purposes | Loaded Salary |
| | | (+ Allowance Equivalent to Grade 4 Special Duties Allowance) | (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance) |
| | Per Annum \$ | Per Annum \$ | Per Annum \$ |
| Prosecutor 1st Year | 59,632 | 66,341 | 74,502 |
| Prosecutor 2nd Year | 60,645 | 67,354 | 75,631 |
| Prosecutor 3rd Year | 66,714 | 73,423 | 82,398 |
| Prosecutor 4th Year | 67,721 | 74,430 | 83,521 |
| Prosecutor 5th Year | 70,753 | 77,462 | 86,902 |
| Prosecutor 6th Year | 74,798 | 81,507 | 91,412 |
| Prosecutor 7th Year | 76,817 | 83,526 | 93,663 |
| Prosecutor 8th Year | 77,827 | 84,536 | 94,789 |
| Prosecutor 9th Year | 80,304 | 87,013 | 97,551 |
| Prosecutor 10th Year | 82,395 | 89,104 | 99,882 |
| Prosecutor Sergeant 1st Year | 78,840 | 85,549 | 95,919 |
| Prosecutor Sergeant 2nd Year | 78,840 | 85,549 | 95,919 |
| Prosecutor Sergeant 3rd Year | 82,883 | 89,592 | 100,427 |
| Prosecutor Sergeant 4th Year | 85,914 | 92,623 | 103,806 |
| Prosecutor Sergeant 5th Year | 89,958 | 96,667 | 108,315 |
| Prosecutor Sergeant 6th Year | 90,968 | 97,677 | 109,441 |
| Prosecutor Senior Sergeant 1st Year | 89,958 | 96,667 | 108,315 |

| | | | |
|-------------------------------------|--------|---------|---------|
| Prosecutor Senior Sergeant 2nd Year | 90,968 | 97,677 | 109,441 |
| Prosecutor Senior Sergeant 3rd Year | 92,986 | 99,695 | 111,691 |
| Prosecutor Senior Sergeant 4th Year | 95,945 | 102,654 | 114,991 |

Table 2A - Police Prosecutor Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2012 - 3.2% | | | |
|--|------------------------------------|---|---|
| Rank/Incremental Level | Base Salary Per Annum \$ | Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance) Per Annum \$ | Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance) Per Annum \$ |
| Prosecutor 1st Year | 61,540 | 68,464 | 76,886 |
| Prosecutor 2nd Year | 62,586 | 69,510 | 78,052 |
| Prosecutor 3rd Year | 68,849 | 75,773 | 85,036 |
| Prosecutor 4th Year | 69,888 | 76,812 | 86,194 |
| Prosecutor 5th Year | 73,017 | 79,941 | 89,683 |
| Prosecutor 6th Year | 77,192 | 84,116 | 94,338 |
| Prosecutor 7th Year | 79,275 | 86,199 | 96,661 |
| Prosecutor 8th Year | 80,317 | 87,241 | 97,822 |
| Prosecutor 9th Year | 82,874 | 89,798 | 100,674 |
| Prosecutor 10th Year | 85,032 | 91,956 | 103,080 |
| Prosecutor Sergeant 1st Year | 81,363 | 88,287 | 98,989 |
| Prosecutor Sergeant 2nd Year | 81,363 | 88,287 | 98,989 |
| Prosecutor Sergeant 3rd Year | 85,535 | 92,459 | 103,641 |
| Prosecutor Sergeant 4th Year | 88,663 | 95,587 | 107,128 |
| Prosecutor Sergeant 5th Year | 92,837 | 99,761 | 111,782 |
| Prosecutor Sergeant 6th Year | 93,879 | 100,803 | 112,944 |
| Prosecutor Senior Sergeant 1st Year | 92,837 | 99,761 | 111,782 |
| Prosecutor Senior Sergeant 2nd Year | 93,879 | 100,803 | 112,944 |
| Prosecutor Senior Sergeant 3rd Year | 95,962 | 102,886 | 115,267 |
| Prosecutor Senior Sergeant 4th Year | 99,015 | 105,939 | 118,671 |

Table 2A - Police Prosecutor Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2% | | | |
|--|------------------------------------|---|---|
| Rank/Incremental Level | Base Salary Per Annum \$ | Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance) Per Annum \$ | Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance) Per Annum \$ |
| Prosecutor 1st Year | 63,509 | 70,655 | 79,347 |
| Prosecutor 2nd Year | 64,589 | 71,735 | 80,551 |
| Prosecutor 3rd Year | 71,052 | 78,198 | 87,757 |
| Prosecutor 4th Year | 72,124 | 79,270 | 88,952 |
| Prosecutor 5th Year | 75,354 | 82,500 | 92,554 |

| | | | |
|-------------------------------------|---------|---------|---------|
| Prosecutor 6th Year | 79,662 | 86,808 | 97,357 |
| Prosecutor 7th Year | 81,812 | 88,958 | 99,754 |
| Prosecutor 8th Year | 82,887 | 90,033 | 100,953 |
| Prosecutor 9th Year | 85,526 | 92,672 | 103,895 |
| Prosecutor 10th Year | 87,753 | 94,899 | 106,379 |
| Prosecutor Sergeant 1st Year | 83,967 | 91,113 | 102,157 |
| Prosecutor Sergeant 2nd Year | 83,967 | 91,113 | 102,157 |
| Prosecutor Sergeant 3rd Year | 88,272 | 95,418 | 106,957 |
| Prosecutor Sergeant 4th Year | 91,500 | 98,646 | 110,557 |
| Prosecutor Sergeant 5th Year | 95,808 | 102,954 | 115,360 |
| Prosecutor Sergeant 6th Year | 96,883 | 104,029 | 116,559 |
| Prosecutor Senior Sergeant 1st Year | 95,808 | 102,954 | 115,360 |
| Prosecutor Senior Sergeant 2nd Year | 96,883 | 104,029 | 116,559 |
| Prosecutor Senior Sergeant 3rd Year | 99,033 | 106,179 | 118,956 |
| Prosecutor Senior Sergeant 4th Year | 102,183 | 109,329 | 122,468 |

11. Insert after Table 3 Commissioned Officer' Salaries, the following new tables:

Table 3 - Commissioned Officer' Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2011 - 3.5% | |
|--|--------------|
| Rank/Incremental Level | Per Annum \$ |
| Inspector 1st Year | 112,401 |
| Inspector 2nd Year | 118,118 |
| Inspector 3rd Year | 125,977 |
| Inspector 4th Year | 130,076 |
| Inspector 5th Year | 132,047 |
| Inspector 6th Year | 135,120 |
| Inspector 7th Year | 140,236 |
| Inspector 8th Year | 142,290 |
| Superintendent 1st Year | 153,117 |
| Superintendent 2nd Year | 158,750 |
| Superintendent 3rd Year | 160,799 |
| Superintendent 4th Year | 162,847 |
| Superintendent 5th Year | 165,237 |
| Superintendent 6th Year | 167,969 |
| Superintendent 7th Year | 170,018 |
| Superintendent 8th Year | 174,717 |

Table 3 - Commissioned Officer' Salaries (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2012 - 3.2% | |
|--|--------------|
| Rank/Incremental Level | Per Annum \$ |
| Inspector 1st Year | 115,998 |
| Inspector 2nd Year | 121,898 |
| Inspector 3rd Year | 130,008 |
| Inspector 4th Year | 134,238 |
| Inspector 5th Year | 136,273 |
| Inspector 6th Year | 139,444 |
| Inspector 7th Year | 144,724 |
| Inspector 8th Year | 146,843 |
| Superintendent 1st Year | 158,017 |

| | |
|-------------------------|---------|
| Superintendent 2nd Year | 163,830 |
| Superintendent 3rd Year | 165,945 |
| Superintendent 4th Year | 168,058 |
| Superintendent 5th Year | 170,525 |
| Superintendent 6th Year | 173,344 |
| Superintendent 7th Year | 175,459 |
| Superintendent 8th Year | 180,308 |

Table 3 - Commissioned Officer' Salaries (Continued)

| | |
|--|-----------------|
| From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2% | |
| Rank/Incremental Level | Per Annum \$ |
| Inspector 1st Year | 119,710 |
| Inspector 2nd Year | 125,799 |
| Inspector 3rd Year | 134,168 |
| Inspector 4th Year | 138,534 |
| Inspector 5th Year | 140,634 |
| Inspector 6th Year | 143,906 |
| Inspector 7th Year | 149,355 |
| Inspector 8th Year | 151,542 |
| Superintendent 1st Year | 163,074 |
| Superintendent 2nd Year | 169,073 |
| Superintendent 3rd Year | 171,255 |
| Superintendent 4th Year | 173,436 |
| Superintendent 5th Year | 175,982 |
| Superintendent 6th Year | 178,891 |
| Superintendent 7th Year | 181,074 |
| Superintendent 8th Year | 186,078 |

12. Insert after Table 6, Detectives Special Allowance of Part B the following new table:

Table 6 - Detectives Special Allowance (Continued)

| | |
|--|-----------------|
| | Per Annum \$ |
| From the beginning of the first full pay period to commence on or after 1 July 2011 - 3.5% | 1,585 |
| From the beginning of the first full pay period to commence on or after 1 July 2012 - 3.2% | 1,636 |
| From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2% | 1,688 |

13. Insert after Table 6, the following new table.

Table 6A - Prosecutors' Special Allowance

| | |
|---|-----------------|
| | Per Annum \$ |
| From the beginning of the first full pay period to commence on or after 29 March 2012 | 1,303 |
| From the beginning of the first full pay period to commence on or after 1 July 2012 | 1,345 |
| From the beginning of the first full pay period to commence on or after 1 July 2013 | 1,388 |

14. Insert after Table 7 - Special Duties Allowance (Non-Commissioned Officers) of Part B the following new tables:

Table 7 - Special Duties Allowance (Non-Commissioned Officers) (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2011 3.5% | Per Annum \$ |
|---|-------------------------|
| Grade 1 Six months following permanent appointment | 1,034 |
| Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 1,549 1,806 2,062 |
| Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 2,584 3,099 3,623 |
| Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 4,387 5,420 6,709 |

| From the beginning of the first full pay period to commence on or after 1 July 2012 - 3.2% | Per Annum \$ |
|---|-------------------------|
| Grade 1 Six months following permanent appointment | 1,067 |
| Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 1,599 1,864 2,128 |
| Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 2,667 3,198 3,739 |
| Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 4,527 5,593 6,924 |

| From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2% | Per Annum \$ |
|---|-------------------------|
| Grade 1 Six months following permanent appointment | 1,101 |
| Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 1,650 1,924 2,196 |
| Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 2,752 3,300 3,859 |
| Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment | 4,672 5,772 7,146 |

15. Insert after Table 7 - Special Duties Allowance (Non-Commissioned Officers) the following the table.

Table 7A - Forensic Services Group Expert Allowance

| | Per Annum \$ |
|--|-----------------|
| From the beginning of the first full pay period to commence on or after 29 March 2012 | 15,000 |
| From the beginning of the first full pay period to commence on or after 1 July 2012 3.2% | 15,480 |
| From the beginning of the first full pay period to commence on or after 1 July 2013 3.2% | 15,975 |

16. Insert after Table 9 On Call Allowances - (Non-Commissioned Officers) of Part B the following new tables.

Table 9 - On-Call Allowances (Non-Commissioned Officers) (Continued)

| From the beginning of the first full pay period to commence on or after 1 July 2011 - 3.5% | Per Annum \$ |
|--|-----------------|
| Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is; | 17.10 |
| Where the period advised to be on call is 24 hours, for each such period the rate is; | 25.62 |
| Vehicle Care as defined in 43.2 | 8.52 |

| From the beginning of the first full pay period to commence on or after 1 July 2012 - 3.2% | Per Annum \$ |
|--|-----------------|
| Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is; | 17.65 |
| Where the period advised to be on call is 24 hours, for each such period the rate is; | 26.44 |
| Vehicle Care as defined in 43.2 | 8.79 |

| From the beginning of the first full pay period to commence on or after 1 July 2013 - 3.2% | Per Annum \$ |
|--|-----------------|
| Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is; | 18.21 |
| Where the period advised to be on call is 24 hours, for each such period the rate is; | 27.29 |
| Vehicle Care as defined in 43.2 | 9.07 |

17. This variation shall take effect from 1 July 2012.

M. J. WALTON *J, Vice-President.*
C. G. STAFF *J.*
I. TABBAA, Commissioner.

(1905)

SERIAL C8036

CROWN EMPLOYEES (POLICE OFFICERS - 2011) INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Police Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 325 of 2011)

Before The Honourable Justice Walton, Vice-President
The Honourable Mr Justice Staff
Commissioner Tabbaa

2 October 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Police Officers - 2011) Interim Award published 9 September 2011 (371 I.G. 730) as varied, be rescinded on and from 2 October 2012.

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

C. G. STAFF *J.*

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 74 of 2012)

Before The Honourable Mr Justice Staff

22 November 2012

REVIEWED AWARD

PART A

SECTION 1 - FRAMEWORK

1. Arrangement

| Clause No. | Subject Matter |
|------------|----------------|
|------------|----------------|

PART A

Section 1 - Framework

1. Arrangement
2. Title
3. Definitions
4. Parties to the Award
5. Conditions of Employment
6. Coverage
7. Statement of Intent
8. Work Environment
9. Grievance and Dispute Settling Procedures

Section 2 - Attendance/Hours of Work

10. Local Arrangements
11. Working Hours
12. Casual Employment
13. Part-Time Employment
14. Morning and Afternoon Breaks
15. Meal Breaks
- 15A. Lactation Breaks
16. Variation of Hours
17. Natural Emergencies and Major Transport Disruptions
18. Notification of Absence from Duty
19. Public Holidays
20. Standard Working Hours
21. Flexible Working Hours
22. Rostered Days Off for 38 Hour Week Workers
23. Non-Compliance
24. Flexible Work Practices
25. Existing Hours of Work Determinations

Section 3 - Travel Arrangements

26. Travelling Compensation
27. Excess Travelling Time
28. Waiting Time
29. Meal Expenses on One-Day Journeys
30. Restrictions on Payment of Travelling Allowances
31. Increase or Reduction in Payment of Travelling Allowances
32. Production of Receipts
33. Travelling Distance

Section 4 - Allowances and other matters

34. Camping Allowance
35. Composite Allowance
36. Allowance Payable for Use of Private Motor Vehicle
37. Damage to Private Motor Vehicle Used for Work
38. Camping Equipment Allowance
39. Allowance for Living in a Remote Area
40. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave
41. Overseas Travel
42. Exchanges
43. Room at Home Used as Office
44. Semi-Official Telephones
45. Flying Allowance
46. Uniforms, Protective Clothing and Laundry Allowance
47. Compensation for Damage to or Loss of Staff Member's Personal Property
48. Garage and Carport Allowance
49. Forage for Horses
50. Community Language Allowance Scheme (CLAS)
51. First Aid Allowance
52. Review of Allowances Payable in Terms of This Award

Section 5 - Union Consultation, Access and Activities

53. Trade Union Activities Regarded as On Duty
54. Trade Union Activities Regarded as Special Leave
55. Trade Union Training Courses
56. Conditions Applying to On Loan Arrangements
57. Period of Notice for Trade Union Activities
58. Access to Facilities by Trade Union Delegates
59. Responsibilities of the Trade Union Delegate
60. Responsibilities of the Trade Union
61. Responsibilities of Workplace Management
62. Right of Entry Provisions
63. Travelling and Other Costs of Trade Union Delegates
64. Industrial Action
65. Consultation and Technological Change
66. Deduction of Trade Union Membership Fees

Section 6 - Leave

67. Leave - General Provisions
68. Absence from Work
69. Applying for Leave

70. Extended Leave
71. Family and Community Service Leave
72. Leave Without Pay
73. Military Leave
74. Observance of Essential Religious or Cultural Obligations
75. Parental Leave
76. Purchased Leave
77. Recreation Leave
78. Annual Leave Loading
79. Sick Leave
80. Sick Leave - Requirements for Evidence of Illness
81. Sick Leave to Care for a Family Member
82. Sick Leave - Workers Compensation
83. Sick Leave - Claims Other Than Workers Compensation
84. Special Leave
- 84A. Leave for Matters Arising from Domestic Violence

Section 7 - Training and Professional Development

85. Staff Development and Training Activities
86. Study Assistance

Section 8 - Shift Work and Overtime

87. Shift Work
88. Overtime - General
89. Overtime Worked by Shift Workers
90. Overtime Worked by Day Workers
91. Recall to Duty
92. On-Call (Stand-By) and On-Call Allowance
93. Overtime Meal Breaks
94. Overtime Meal Allowances
95. Rate of Payment for Overtime
96. Payment for Overtime or Leave in Lieu
97. Compensation for Additional Hours Worked by Duty Officer, State Emergency Services
98. Calculation of Overtime
99. Provision of Transport in Conjunction with Working of Overtime

Section 9 - Miscellaneous

100. Anti-Discrimination
101. Secure Employment
102. Existing Entitlements
103. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Allowances

2. Title

This award shall be known as the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

3. Definitions

- 3.1 Act means the *Public Sector Employment and Management Act 2002*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Agreement means an agreement referred to in section 131 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.
- 3.4 Approved Course means a course relevant to the employment of the staff member in the Department or the public service and approved by the Department Head.
- 3.5 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.6 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.
- 3.7 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.8 Birth means the birth of a child and includes stillbirth.
- 3.9 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.10 Casual Employee means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.
- 3.11 Contract hours for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.12 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.13 Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.14 Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.15 Principal Department means a Department specified in Column 1 of Schedule 1, Part 1, to the Act.
- 3.16 Department Head means the chief executive officer of a Department as defined in the Act or a person authorised by the Department Head.
- 3.17 Secretary means the Secretary of the Treasury, as established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.
- 3.18 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

- 3.19 Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Schedule 3 to the *Public Sector Employment and Management Act 2002*, as amended from time to time.
- 3.20 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.21 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.22 Flexible working hours scheme means the scheme outlined in clause 21, Flexible Working Hours of this award which enables staff members, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.
- 3.23 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director of Public Employment, Unions NSW and affiliated unions which enables staff members to rearrange their work pattern.
- 3.24 Flex leave means a period of leave available to be taken by a staff member as specified in subclause 21.16 of clause 21, Flexible Working Hours of this award.
- 3.25 Full day means the standard full time contract hours for the day, i.e. seven or eight hours depending on the classification of the staff member.
- 3.26 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.27 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.28 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.29 Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.30 Half day means half the standard contract hours for the day.
- 3.31 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.32 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.33 Local Arrangement means an agreement reached at the organisational level between the Department Head and the Association in terms of clause 10, Local Arrangements of this award.
- 3.34 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.35 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 10, Local Arrangements - the hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

- 3.36 Normal work means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.37 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.38 On duty means the time required to be worked for the Department. For the purposes of clause 53, Trade Union Activities Regarded as On Duty of this award, on duty means the time off with pay given by the Department to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.39 On loan means an arrangement between the Department and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the Department for the staff member's salary and associated on-costs.
- 3.40 On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.41 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector - Salaries 2008) Award calculated using the formula set out in clause 12, Casual Employment of this award.
- 3.42 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.
- 3.43 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.
- 3.44 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.45 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.46 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.47 Prescribed ceasing time means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.48 Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.49 Public holiday means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

- 3.50 Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.
- 3.51 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.52 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.53 Rostered Day Off means, for the purposes of clause 22, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.54 Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the Department and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.
- 3.55 Secondment means an arrangement agreed to by the Department Head, the staff member and another public service Department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments under section 86 of the Act are also to comply with the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) *Public Sector Employment and Management Act 2002*.
- 3.56 Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.
- 3.57 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.58 Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.59 Staff member means an officer or temporary employee as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 75, Parental Leave of this award, staff member means a female staff member.
- 3.60 Standard hours are set and regular hours of operation as determined by the Secretary, or by the Department Head in accordance with any direction of the DPE. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.61 Standby means an instruction given by the Department Head to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.62 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the Department and/or the public service.
- 3.63 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to the Department and/or the public service, as defined in the *Public Sector Employment and Management Act 2002*.
- 3.64 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

- 3.65 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.
- 3.66 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.67 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.68 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.
- 3.69 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.70 Workplace Management means the Department Head or any other person authorised by the Department Head to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.
- 3.71 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

4. Parties to the Award

The parties to this award are:

Secretary of the Treasury, and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the Secretary of the Treasury and the Association.

6. Coverage

The provisions of this award shall apply to Officers, Departmental temporary employees and Casual employees (as specified in the award) as defined in the *Public Sector Employment and Management Act 2002* employed in Departments listed in Schedule 1, Part 1, to the *Public Sector Employment and Management Act 2002*.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed in Departments, to encourage the consultative processes at the service-wide and the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of Departmental work requirements, are not forfeited.

8. Work Environment

- 8.1 Occupational Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces in Government organisations covered by this award by:
- 8.1.1 the development of policies and guidelines for the New South Wales Public Service and, as and when appropriate for individual organisations, on Occupational Health, Safety and Rehabilitation;

- 8.1.2 assisting to achieve the objectives of the *Occupational Health and Safety Act 2000* and the *Occupational Health and Safety Regulation 2001* by establishing agreed Occupational Health and Safety consultative arrangements in Government organisations and or/work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within a Government organisation to achieve these objectives;
 - 8.1.3 identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - 8.1.4 developing strategies to assist the rehabilitation of injured staff members;
 - 8.1.5 directly involving the appropriate Department Head in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Public Service is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff of Departments are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 9.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 9.6 The Department Head may refer the matter to the Secretary for consideration.
- 9.7 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.
- 9.8 A staff member, at any stage, may request to be represented by the Association.
- 9.9 The staff member 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.

- 9.10 The staff member, Association, Department and Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

SECTION 2 - ATTENDANCE/HOURS OF WORK

10. Local Arrangements

- 10.1 Local arrangements may be negotiated between the Department Head and the Association in respect of the whole Department or part of a Department in relation to any matter contained in the award.
- 10.2 All local arrangements negotiated between the Department Head and the Association must:
- 10.2.1 be approved by the Secretary; and
 - 10.2.2 be approved in writing by the General Secretary of the Association; and
 - 10.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument; and
 - 10.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 10.3 Subject to the provisions of subclause 10.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 24, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 21, Flexible Working Hours of this award shall apply.
- 10.4 Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 10.5 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

11. Working Hours

- 11.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by the Department Head in accordance with any direction of the Secretary. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- 11.2 The staff member in charge of a division or branch of a Department will be responsible to the Department Head for the proper observance of hours of work and for the proper recording of such attendance.
- 11.3 The Department Head may require a staff member to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- 11.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to staff member's health and safety,
 - 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 11.3.4 the notice (if any) given by the Department Head regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - 11.3.5 any other relevant matter.
- 11.4 The application of hours of work is subject to the provisions of this clause.
- 11.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 11.6 The Department Head shall ensure that all staff members employed in the Department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

12. Casual Employment

- 12.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.
- 12.2 Hours of Work
- 12.2.1 A casual employee is engaged and paid on an hourly basis.
 - 12.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
 - 12.2.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the position.
- 12.3 Rate of Pay
- 12.3.1 Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
 - 12.3.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.
 - 12.3.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.

12.3.4 The loadings specified in paragraph 12.3.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

12.4 Overtime

12.4.1 Casual employees shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the position; or
- (b) Outside the bandwidth application to the particular class of work; or
- (c) In excess of the daily roster pattern applicable for the particular class of work; or
- (d) In excess of the standard weekly roster of hours for the particular class of work; or
- (e) In accordance with a local arrangement negotiated under clause 10 of this award.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 90, Overtime Worked by Day Workers of this award.

12.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 12.3.2 of this clause.

12.4.4 The loading in lieu of annual leave as set out in paragraph 12.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

12.5 Leave

12.5.1 Other than as described under subclauses 12.5, 12.6 and 12.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

12.5.2 As set out in paragraph 12.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

12.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

12.5.4 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 Department Head 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.

12.6 Personal Carers entitlement for casual employees

12.6.1 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 81.4.2 of clause 81, Sick Leave to Care for a

Family Member of this 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 in paragraph 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

12.6.2 The Department Head 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.

12.6.3 A Department Head 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.

12.6.4 The casual employee shall, if required,

- (a) 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
- (b) 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.

12.6.5 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.

12.7 Bereavement entitlements for casual employees

12.7.1 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).

12.7.2 The Department Head 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.

12.7.3 A Department Head 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.

12.7.4 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.

12.8 Application of other clauses of this Award to casual employees

12.8.1 The following clauses of this award do not apply to casual employees:

| | |
|----|---|
| 11 | Working Hours |
| 16 | Variation of Hours |
| 17 | Natural Emergencies and Major Transport Disruptions |
| 19 | Public Holidays |

| | |
|-------|---|
| 20 | Standard Working Hours |
| 21-24 | relating to Flexible Working arrangements |
| 27 | Excess Travelling Time |
| 28 | Waiting Time |
| 43 | Room at Home Used as Office |
| 44 | Semi-Official Telephones |
| 53-59 | relating to Trade Union activities |
| 63 | Travelling and other costs of Trade Union Delegates |
| 67 | Leave - General Provisions |
| 69-84 | relating to the various Leave provisions |
| 86 | Study Assistance |
| 87 | Shift Work |
| 88-89 | relating to Overtime |
| 91-92 | relating to Recall to Duty, On-Call and Stand-by Arrangements |
| 96 | Payment for Overtime or Leave in Lieu |
| 97 | Compensation for Additional Hours Worked by Duty Officer, State Emergency Services. |

13. Part-Time Employment

13.1 General

13.1.1 This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.

13.1.2 Part-time work may be undertaken with the agreement of the relevant Department Head. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

13.1.3 A part-time staff member is to work contract hours less than full-time hours.

13.1.4 Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

13.1.5 Before commencing part-time work, the Department Head and the staff member must agree upon:

- (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
- (c) the classification applying to the work to be performed;

13.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

13.1.7 Incremental progression for part-time staff members is the same as for full time staff members, that is, part-time staff members receive an increment annually.

13.2 Additional hours

13.2.1 An employer may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under clause 21 of this award, or a Local Agreement made in accordance with clause 10 of this award, have the time worked credited as flex time.

13.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 95, Rate of Payment for Overtime of this award.

14. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

15. Meal Breaks

15.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-

15.1.1 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and

15.1.2 where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Department Head and the Association to provide for payment of a penalty.

15A. Lactation Breaks

15A.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.

15A.2 A full-time staff member or a part-time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

15A.3 A part-time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

15A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

15A.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

15A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.

15A.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as

that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

- 15A.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours of this award, where applicable.

16. Variation of Hours

- 16.1 If the Department Head is satisfied that a staff member is unable to comply with the general hours operating in the Department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

16.1.1 the variation does not adversely affect the operational requirements;

16.1.2 there is no reduction in the total number of daily hours to be worked;

16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;

16.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;

16.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;

16.1.6 ongoing arrangements are documented; and

16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

- 17.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:

17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours of this award; and/or

17.1.2 negotiate an alternative working location with the Department; and/or

17.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

18. Notification of Absence from Duty

- 18.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.

- 18.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence shall be deducted from the staff member's pay.

19. Public Holidays

- 19.1 Unless directed to attend for duty by the Department Head, a staff member is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or
 - 19.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
 - 19.1.3 a day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.
- 19.2 A staff member required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 19.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

20. Standard Working Hours

- 20.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 20.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.
- 20.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause 20.4 of this clause.
- 20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Department Head.

21. Flexible Working Hours

- 21.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- 21.2 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this award, and consistent with subclause 21.1 of this clause, a flexible working hours scheme in terms of this subclause may operate in a Department or a section of a Department, subject to operational requirements, as determined by the Department Head.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a Department, shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 21.4 Exclusions - Flexible working hours shall not apply to staff members who work:
- 21.4.1 a 38 hour week and are entitled to a rostered day off in a regular cycle; or
 - 21.4.2 permanent standard hours; or

- 21.4.3 according to a shift roster.
- 21.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- 21.9 Settlement period - Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the settlement period shall be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, eg prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10, Local Arrangements of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award:
- 21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
- 21.13.3 Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.

- 21.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 Where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - 21.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or
 - 21.14.3 In such other circumstances as have been negotiated between the Department Head and the Association under a local arrangement in terms of clause 10, Local Arrangements of this award.
 - 21.14.4 Prior to a staff member's last day of service the staff member and supervisor shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.
- 21.15 Where a staff member ceases duty in the Department in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- 21.16 Flex leave - Subject to operational requirements:
- 21.16.1 A staff member may take off one full day or two half days in a settlement period of 4 weeks.
 - 21.16.2 Where it appears a staff member may exceed a 10 hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
 - 21.16.3 Flex leave may be taken on consecutive working days.
 - 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
 - 21.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this award.
- 21.17 Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 68, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the staff member to work standard hours and not flexible hours:
- 21.18.1 where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the Department or section of the Department, the Association shall be consulted, where appropriate; or
 - 21.18.2 as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the Department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Rostered Days Off for 38 Hour Week Workers

- 22.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 22.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 22.2.1 Except as provided in paragraph 22.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 22.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
- 22.2.3 Exception - Notwithstanding the provisions of paragraph 22.2.22 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 22.3 In the event of unforeseen circumstances or the Department's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 22.4 Where seasonal or school vacation considerations affect Departmental operations, rostered days off may be accrued and taken during a less active period.
- 22.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- 22.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

23. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Department Head shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions - Part 7 of the Act.

24. Flexible Work Practices

- 24.1 Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 24.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

25. Existing Hours of Work Determinations

Any existing Determinations, pursuant to section 130 (1) of the *Public Sector Employment and Management Act 2002* on local arrangements in respect of the hours of work which operated in a Department or part of a Department as at the effective date of this award, shall continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

26. Travelling Compensation

- 26.1 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 Department.

- 26.2 The Department Head shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 26.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 26.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 26.5 The Department will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 26.6 Subject to subclause 26.14 of this clause, a staff member who is required by the Department Head to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 26.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 26.8 For the first 35 days, the payment shall be:
- 26.8.1 where the Department elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates and
 - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 26.8.2 where the Department elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 26.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 26.10 Where a staff member is unable to so satisfy the Department Head, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 26.11 After the first 35 days - If a staff member is required by the Department Head to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.

- 26.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 26.11 of this clause, Departments could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 26.13 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 26.14 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) Public Sector Employment and Management Act 2002.

27. Excess Travelling Time

- 27.1 Excess Travelling Time - A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
- 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 27.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
- 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
- 27.2.2 On a working day - subject to the provisions of subclause 27.3 of this clause, all time spent travelling on official business outside the usual hours of duty,
provided the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time shall exclude the following:
- 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 27.3.3 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;
- 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 27.3.6 Working on board ship where meals and accommodation are provided;
- 27.3.7 Any travel undertaken by a staff member whose salary includes an all incidents of employment component;
- 27.3.8 Time within the flex time bandwidth;

27.3.9 Travel overseas.

27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

| | | | | |
|---------------|---|--------|---|----------------------|
| Annual salary | X | 5 | X | 1 |
| 1 | | 260.89 | | Normal hours of work |

27.5 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.

27.6 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.

27.7 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.

28. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 27, Excess Travelling Time of this Award

29. Meal Expenses on One-Day Journeys

29.1 A staff member who is authorised by the Department Head to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates for:-

29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;

29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

29.1.3 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.

30. Restrictions on Payment of Travelling Allowances

30.1 An allowance under clause 26, Travelling Compensation of this award is not payable in respect of:

30.1.1 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;

30.1.2 Any period of leave, except with the approval of the Department Head or as otherwise provided by this clause; or

30.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.

30.2 A staff member who is in receipt of an allowance under clause 26, Travelling Compensation shall be entitled to the allowance in the following circumstances:

30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or

30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the 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.

31. Increase Or Reduction in Payment of Travelling Allowances

31.1 Where the Department Head is satisfied that a travelling allowance is:

31.1.1 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

31.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

32. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Department Head is prepared to accept other evidence from the staff member.

33. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Department Head having regard to the safety of the staff member or members travelling on official business and local conditions applicable in 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 Department Head.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

34. Camping Allowances

34.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is:-

34.1.1 In receipt of a camping equipment allowance under clause 38, Camping Equipment Allowance of this award; or

34.1.2 Provided with camping equipment by the Department; or

34.1.3 Reimbursed by the Department for the cost of hiring camping equipment.

34.2 When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:

34.2.1 The daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and

34.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B, Monetary Rates.

- 34.3 Where the Department Head is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance shall be paid a travelling allowance under clause 26, Travelling Compensation of this award, instead of the camping allowance.
- 34.4 A staff member who is paid a remote areas allowance under clause 39, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

35. Composite Allowance

- 35.1 A staff member employed in one of the classifications of Rangelands Management Officers, Field Supervisors or Field Service Managers, and who:
- 35.1.1 is required to perform official duty in the field; and
- 35.1.2 on some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under clause 26, Travelling Compensation of this award
- may elect to be paid an all inclusive allowance for accommodation, meals and incidental expenses incurred as a result of being required to work in the field.
- 35.2 The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 1 - Allowances of Part B Monetary Rates.
- 35.3 In order to be paid the composite allowance under this clause, the staff member shall submit to the Department Head an election each 12 months. If the election is not made by the staff member or not approved by the Department Head, travelling or camping allowances under clauses 26 or 34 of this award, whichever is appropriate, shall apply.
- 35.4 An election under subclause 35.3 of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- 35.5 A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 35.6).
- 35.6 On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 26, Travelling Compensation of this award.
- 35.7 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 35.8 A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Department head certifies that it is necessary for the staff member to provide camping equipment at personal expense

36. Allowance Payable for Use of Private Motor Vehicle

- 36.1 The Department Head may authorise a staff member to use a private motor vehicle for work where:
- 36.1.1 Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or
- 36.1.2 Where the staff member is unable to use other means of transport due to a disability.

- 36.2 A staff member who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 36.4 of this clause.
- 36.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 36.3.1 The casual rate is payable if a staff member elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 36.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- 36.4 Deduction from allowance
- 36.4.1 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 and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 36.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 36.4.3 of this subclause.
- 36.4.3 Designated headquarters
- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.
- 36.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
- 36.4.5 Where a headquarters has been designated per paragraph 36.4.3 of this subclause and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.
- 36.4.6 Deductions are not to be applied in respect of days characterised as follows.
- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.

- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
 - (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- 36.5 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 Department head.
- 36.6 Expenses Such as Tolls Etc. Shall be Refunded to Staff Members Where the Charge Was Incurred During Approved Work Related Travel.
- 36.7 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 Table 1 - Allowances of Part B Monetary Rates.

37. Damage to Private Motor Vehicle Used for Work

- 37.1 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 Department, provided:
- 37.1.1 The damage is not due to gross negligence by the staff member; and
 - 37.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 37.2 Provided the damage is not the fault of the staff member, the Department shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 37.2.1 The damage was sustained on approved work activities; and
 - 37.2.2 The costs cannot be met under the insurance policy due to excess clauses.

38. Camping Equipment Allowance

- 38.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 38.2 A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 38.3 A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates.

39. Allowance for Living in a Remote Area

- 39.1 A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 39.1.1 Indefinitely stationed and living in a remote area as defined in subclause 39.2 of this clause; or
 - 39.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 39.2 of this clause.
- 39.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- 39.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 39.2.2 and 39.2.3 of this subclause;
 - 39.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 1 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - 39.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.
- 39.3 The dependant rate for each grade is payable where
- 39.3.1 the staff member has a dependant as defined; and
 - 39.3.2 the staff member's dependant(s) resides within the area that attracts the remote area allowance; and
 - 39.3.3 the staff member's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 39.4 For the purposes of this clause dependant is defined as
- 39.4.1 the spouse of the staff member (including a de facto spouse);
 - 39.4.2 each child of the staff member aged eighteen years or under;
 - 39.4.3 each son and daughter of the staff member aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
 - 39.4.4 any other person who is part of the staff member's household and who is, in the opinion of the Secretary, substantially financially dependent on the staff member.
- 39.5 Departmental temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.

- 39.6 A staff member who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 39.7 A staff member who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

39.7.1 the staff member continues in employment; and

39.7.2 the dependants continue to reside in the area specified; and

39.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.

If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

40. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave

- 40.1 A staff member who:
- 40.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary; and
- 40.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 1 - Allowance of Part B Monetary Rates for the additional costs of travel.
- 40.2 Dependant in this clause has the same meaning as subclause 39.4 of clause 39, Allowance for Living in a Remote Area of this award.
- 40.3 Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

41. Overseas Travel

Unless the Department Head determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the Department to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

42. Exchanges

- 42.1 The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the Department or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Department's business.
- 42.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case (Item 11 of Table 1 - Allowances of Part B Monetary Rates).
- 42.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 56, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

43. Room at Home Used as Office

- 43.1 Where no Departmental office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Department will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 43.2 Where an office exists in a particular location - Where a Departmental office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 43.1 of this clause shall not apply in these circumstances.
- 43.3 Requirements - Arrangements under subclauses 43.1 or 43.2 of this clause shall be subject to:
- 43.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 43.3.2 The occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

44. Semi-Official Telephones

- 44.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the Department, as and when required.
- 44.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 44.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 44.3.1 Give decisions, supply information or provide emergency services; and/or
- 44.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 44.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- 44.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
- 44.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 44.4.3 The full cost of official local, STD and ISD calls.
- 44.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- 44.5.1 Date, time, length of call and estimated cost;
- 44.5.2 Name and phone number of the person to whom call was made; and
- 44.5.3 Reason for the call.

45. Flying Allowance

Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 1 - Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

46. Uniforms, Protective Clothing and Laundry Allowance

- 46.1 Uniform, etc. provided by the Department - A staff member who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Department with such clothing and shall be paid an allowance at the rate specified in Item 15 of Table 1 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.
- 46.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the Department.
- 46.3 Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

47. Compensation for Damage to Or Loss of Staff Member's Personal Property

- 47.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the Department covering the damage to or loss of the personal property of the staff member.
- 47.2 If a claim under subclause 47.1 of this clause is rejected by the insurer, the Department Head may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 47.2.1 Is due to the negligence of the Department, another staff member, or both, in the performance of their duties; or
- 47.2.2 Is caused by a defect in a staff member's material or equipment; or
- 47.2.3 Results from a staff member's protection of or attempt to protect Departmental property from loss or damage.
- 47.3 Compensation in terms of subclause 47.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 47.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 47.5 Compensation for the damage sustained shall be made by the Department where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

48. Garage and Carport Allowance

- 48.1 Where a staff member garages a Departmental vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Department Head, such staff member shall be paid an appropriate rate of allowance as specified in Item 16 of Table 1 - Allowances of Part B, Monetary Rates.

- 48.2 Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

49. Forage for Horses

- 49.1 Where in connection with the performance of official duties a staff member is required to hand-feed a horse, out-of-pocket expenses for forage shall be reimbursed by the Department.
- 49.2 The out of pocket expenses shall continue to be paid in full to the staff member during periods of leave.

50. Community Language Allowance Scheme (CLAS)

- 50.1 Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
- 50.1.1 Employed as interpreters and translators; and
- 50.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,
- shall be paid an allowance as specified in Item 17 of Table 1 - Allowances of Part B Monetary Rates, subject to subclauses 50.2 and 50.3 of this clause.
- 50.2 The base level of the CLAS is paid to staff members who:
- 50.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
- 50.2.2 have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 50.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- 50.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Department Head; or
- 50.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

51. First Aid Allowance

- 51.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 1 - Allowances of Part B Monetary Rates.
- 51.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 51.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 51.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and

- 51.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 51.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 51.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 51.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

52. Review of Allowances Payable in Terms of This Award

- 52.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

52.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):

- (a) Clause 26, Travelling Compensation;
- (b) Clause 29, Meal Expenses on One Day Journeys;
- (c) Clause 94, Overtime Meal Allowances, for breakfast, lunch and dinner.

52.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

- (a) Clause 36, Allowances Payable for the Use of Private Motor Vehicle.

52.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) Clause 34, Camping Allowances;
- (b) Clause 35, Composite Allowance;
- (c) Clause 38, Camping Equipment Allowance;
- (d) Clause 39, Allowance for Living in a Remote Area;
- (e) Clause 40, Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave;
- (f) Clause 43, Room at Home Used as Office;
- (g) Clause 46, Uniforms, Protective Clothing and Laundry Allowance;
- (h) Clause 48, Garage and Carport Allowance; and
- (i) Clause 94, Overtime Meal Allowances, for supper.

52.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) Clause 45, Flying Allowance;
- (b) Clause 50, Community Language Allowance Scheme (CLAS);
- (c) Clause 51, First Aid Allowance;
- (d) Clause 92, On-Call (Stand-by) and On-Call Allowance.

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

53. Trade Union Activities Regarded as on Duty

- 53.1 An Association delegate will be released from the performance of normal Departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 53.1.1 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 Occupational Health and Safety Regulation 2001.
 - 53.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 53.1.3 A reasonable period of preparation time, before-
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;
 - 53.1.4 Giving evidence in court on behalf of the employer;
 - 53.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;
 - 53.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
 - 53.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Department; and
 - 53.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

54. Trade Union Activities Regarded as Special Leave

- 54.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 54.1.1 Annual or biennial conferences of the Association;
 - 54.1.2 Meetings of the Association's Executive, Committee of Management or Councils;

- 54.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 54.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 54.1.5 Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
- 54.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 54.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 53, 54 and 55 apply.

55. Trade Union Training Courses

55.1 The following training courses will attract the grant of special leave as specified below:-

- 55.1.1 Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the Association under a local arrangement pursuant to clause 10, Local Arrangements of this award.
- 55.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) All travelling and associated expenses being met by the staff member or the Association;
 - (d) Attendance being confirmed in writing by the Association or a nominated training provider.

56. Conditions Applying to on Loan Arrangements

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

- 56.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-
 - (a) As an Executive Member; or
 - (b) A member of a Federal Council; or
 - (c) Vocational or industry committee.
- 56.1.2 Briefing counsel on behalf of the Association;
- 56.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- 56.1.4 Country tours undertaken by a member of the executive or Council of the Association;

- 56.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- 56.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-
- (a) The Department will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - (b) The Department will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the Association.
- 56.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- 56.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- 56.1.9 Where the Department Head and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Secretary for determination after consultation with the Department Head and the Association.

57. Period of Notice for Trade Union Activities

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

58. Access to Facilities By Trade Union Delegates

- 58.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
- 58.1.1 Telephone, facsimile and, where available, E-mail facilities;
 - 58.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
 - 58.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

59. Responsibilities of the Trade Union Delegate

- 59.1 Responsibilities of the Association delegate are to:
- 59.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
 - 59.1.2 Participate in the workplace consultative processes, as appropriate;
 - 59.1.3 Follow the dispute settling procedure applicable in the workplace;

- 59.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- 59.1.5 Account for all time spent on authorised Association business;
- 59.1.6 When special leave is required, to apply for special leave in advance;
- 59.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Department Head and the Association; and
- 59.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

60. Responsibilities of the Trade Union

- 60.1 Responsibilities of the Association are to:
 - 60.1.1 Provide written advice to the Department Head about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - 60.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award;
 - 60.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - 60.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - 60.1.5 Apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement;
 - 60.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
 - 60.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

61. Responsibilities of Workplace Management

- 61.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
 - 61.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 61.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
 - 61.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - 61.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
 - 61.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

- 61.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 61.1.5 of this clause;
- 61.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 61.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 61.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

62. Right of Entry Provisions

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000* and the *Industrial Relations Act 1996*.

63. Travelling and Other Costs of Trade Union Delegates

- 63.1 Except as specified in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 63.2 In respect of meetings called by the workplace management in terms of paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 26, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this award.
- 63.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the Department or the Secretary, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 63.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Department by the Association or the staff member.

64. Industrial Action

- 64.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 64.2 There will be no victimisation of staff members prior to, during or following such industrial action.

65. Consultation and Technological Change

- 65.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.
- 65.2 The Departmental management shall consult with the Association prior to the introduction of any technological change.

66. Deduction of Trade Union Membership Fees

At the staff member's election, the Department Head shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Department Head and the Association in accordance with clause 10, Local Arrangements of this award.

SECTION 6 - LEAVE

67. Leave - General Provisions

- 67.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Department Head and the Association in terms of clause 10, Local Arrangements of this award.
- 67.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 67.3 Unless otherwise specified in this award a temporary employee employed under Section 27 of the *Public Sector Employment and Management Act 2002* is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 67.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

68. Absence from Work

- 68.1 A staff member must not be absent from work unless reasonable cause is shown.
- 68.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 68.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Department Head shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 68.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 68.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

69. Applying for Leave

- 69.1 An application by a staff member for leave under this award shall be made to and dealt with by the Department Head.
- 69.2 The Department Head shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the Department permit this to be done.

70. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002*.

71. Family and Community Service Leave

- 71.1 The Department Head shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 71.2 of this clause. The Department Head may also grant leave for the purposes in subclause 71.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 71.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 71.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - 71.2.2 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;
 - 71.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - 71.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 71.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.
- 71.3 Family and community service leave may also be granted for:
- 71.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 71.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 71.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 81.4.2 of clause 81, Sick Leave to Care for a Family Member of this award.
- 71.5 Family and community service leave shall accrue as follows:
- 71.5.1 two and a half days in the staff member's first year of service;
 - 71.5.2 two and a half days in the staff member's second year of service; and
 - 71.5.3 one day per year thereafter.
- 71.6 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.
- 71.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

- 71.8 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 81, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 71.9 A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

72. Leave Without Pay

- 72.1 The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- 72.2 Leave Without Pay May be Granted on a Full-Time Or a Part-Time Basis.
- 72.3 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.
- 72.4 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.
- 72.5 A staff member who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.
- 72.6 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.
- 72.7 No paid leave shall be granted during a period of leave without pay.
- 72.8 A permanent appointment may be made to the staff member's position if:
- 72.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 72.8.2 the staff member is advised of the Department's proposal to permanently backfill their position; and
 - 72.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 72.8.4 the Department advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 72.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 72.10 The staff member does not cease to be employed by the Department if their position is permanently backfilled.
- 72.11 Subclause 72.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 75.9.1(a) of clause 75, Parental Leave or to military leave.

73. Military Leave

- 73.1 During the period of 12 months commencing on 1 July each year, the Department Head 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 or compulsory parades conducted by the staff member's unit.
- 73.2 In accordance with the Defence Reserve Service (Protection) Act 2001 (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.
- 73.3 Up to 24 working days military leave per financial year may be granted by the Department Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 73.1 of this clause.
- 73.4 A Department Head may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 73.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 73.3 of this clause may be granted Military Leave Top up Pay by the Department Head.
- 73.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 73.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 73.8 At the expiration of military leave in accordance with subclause 73.3 or 73.4 of this clause, the staff member shall furnish to the Department Head a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

74. Observance of Essential Religious Or Cultural Obligations

- 74.1 A staff member of:
- 74.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 74.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 74.2 Provided adequate notice as to the need for leave is given by the staff member to the Department and it is operationally convenient to release the staff member from duty, the Department Head must grant the leave applied for by the staff member in terms of this clause.
- 74.3 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 Department Head, subject to:
- 74.3.1 Adequate notice being given by the staff member;
- 74.3.2 Prior approval being obtained by the staff member; and
- 74.3.3 The time off being made up in the manner approved by the Department Head.
- 74.4 Notwithstanding the provisions of subclauses 74.1, 74.2 and 74.3 of this clause, arrangements may be negotiated between the Department and the Association in terms of clause 10, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

75. Parental Leave

- 75.1 Parental leave includes maternity, adoption and "other parent" leave.
- 75.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 75.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 75.2.2 For a further period of up to 12 months after the actual date of birth.
- 75.2.3 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.
- 75.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- 75.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 75.3.2 For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
- 75.3.3 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, flexitime or family and community service leave.
- 75.4 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:
- 75.4.1 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;
- 75.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 75.4.1 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.
- 75.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member 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 staff member:
- 75.5.1 applied for parental leave within the time and in the manner determined set out in subclause 75.10 of this clause; and
- 75.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 75.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.

75.6 Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:

75.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;

75.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;

75.6.3 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.

75.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

75.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

75.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or

75.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

75.8 Except as provided in subclauses 75.5, 75.6 and 75.7 of this clause parental leave shall be granted without pay.

75.9 Right to request

75.9.1 A staff member who has been granted parental leave in accordance with subclause 75.2, 75.3 or 75.4 of this clause may make a request to the Department Head to:

(a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

75.9.2 The Department Head 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 Department Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

75.10 Notification Requirements

75.10.1 When a Department is made aware that a staff member or their spouse is pregnant or is adopting a child, the Department must inform the staff member of their entitlements and their obligations under the award.

75.10.2 A staff member who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

(a) that she/he intends to take parental leave, and

- (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 75.9 of this clause.
- 75.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 75.10.4 Staff member's request and the Department Head's decision to be in writing
- The staff member's request under paragraph 75.9.1 and the Department Head's decision made under paragraph 75.9.2 must be recorded in writing.
- 75.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Department Head in writing as soon as practicable and preferably before beginning parental 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 Department Head agrees.
- 75.10.6 A staff member on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
- 75.10.7 A staff member must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 75.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days notice of the change unless the Department head decides otherwise.
- 75.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 75.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 75.12 If the position occupied by the staff member immediately prior to the taking of parental 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.
- 75.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head 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.
- 75.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental 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 department) must be given.
- 75.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member 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.

- 75.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 75.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 75.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 75.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 75.17.3 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.
- 75.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the staff member, 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.
- 75.19 If such adjustments cannot reasonably be made, the Department Head must grant the staff member 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.
- 75.20 Communication during parental leave
- 75.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (b) 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.
 - 75.20.2 The staff member shall take reasonable steps to inform the Department Head 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.
 - 75.20.3 The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph 75.20.1 of this subclause.

76. Purchased Leave

- 76.1 A staff member may apply to enter into an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 76.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.

- 76.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 76.1.3 The leave will count as service for all purposes.
- 76.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 76.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 76.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 76.3 Purchased leave is subject to the following provisions:
- 76.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 76.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 76.3.3 Sick leave cannot be taken during a period of purchased leave.
- 76.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 76.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 76.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 76.4 Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Association. Departments may make adjustments relating to their salary administration arrangements.

77. Recreation Leave

- 77.1 Accrual
- 77.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, 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.
- 77.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the *Public Sector Employment and Management Act 2002*, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal.
- 77.1.3 Recreation leave accrues from day to day.
- 77.2 Limits on Accumulation and Direction to Take Leave
- 77.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Department Head in special circumstances.

- 77.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
- 77.2.3 The Department Head shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Department.
- 77.2.4 The Department Head shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Department.
- 77.2.5 A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.
- 77.3 Conservation of Leave - If the Department Head is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Department Head shall:-
- 77.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 77.3.2 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 week limit.
- 77.3.3 A Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 77.4 Miscellaneous
- 77.4.1 Unless a local arrangement has been negotiated between the Department Head 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.
- 77.4.2 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).
- 77.4.3 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 77.4.4 of this subclause.
- 77.4.4 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.
- 77.4.5 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 77.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 77.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 77.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 75, Parental Leave of this award.

- 77.4.8 On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 77.4.9 A staff member to whom paragraph 77.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 77.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 77.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 77.6.1 To the widow or widower of the staff member; or
- 77.6.2 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
- 77.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Department Head was, at the time of the staff member's death, a dependent relative of the staff member; or
- 77.6.4 If there is no person entitled under paragraphs 77.6.1, 77.6.2 or 77.6.3 of this subclause to receive the money 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.
- 77.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays
Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclauses 87.7 or 87.8 respectively of clause 87, Shift Work of this award.
- 77.8 Recreation leave does not accrue during leave without pay other than
- 77.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 77.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 77.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 77.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 77.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 77.9 A staff member entitled to additional recreation leave under paragraph 77.1.2 of this clause, or under paragraphs 87.7.6 or 87.8.5 of clause 87, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

78. Annual Leave Loading

- 78.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 78.2 to 78.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

- 78.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- 78.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 78.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 78.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 78.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- 78.3.2 17½% annual leave loading.
- 78.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 78.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 78.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 78.6.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 78.6.2 If at least two weeks leave, as set out in paragraph 78.6.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- 78.6.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 78.6.1 of this subclause, is taken.
- 78.6.4 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
- 78.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

79. Sick Leave

- 79.1 Illness in this clause and in clauses 80 and 81 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 79.2 Payment for sick leave is subject to the staff member:
- 79.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and

- 79.2.2 Providing evidence of illness as soon as practicable if required by clause 80, Sick Leave - Requirements for Evidence of Illness of this award.
- 79.3 If the Department Head 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 Department Head:
- 79.3.1 Shall grant to the staff member sick leave on full pay; and
- 79.3.2 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.
- 79.4 The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 79.4.1 is unable to carry out their duties without distress; or
- 79.4.2 risks further impairment of their health by reporting for duty; or
- 79.4.3 is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public.
- 79.5 The Department Head may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 79.6 Entitlements. A staff member appointed after 13 November 2008 commenced accruing sick leave in accordance with this clause immediately. Existing staff members at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 79.6.1 At the commencement of employment with the Public Service, a full-time staff member is granted an accrual of 5 days sick leave.
- 79.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 79.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 79.6.4 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.
- 79.6.5 Notwithstanding the provisions of paragraph 79.6.4 of this subclause, 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.
- 79.6.6 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.
- 79.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 79.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 79.7 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 Department Head 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.

- 79.8 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.

80. Sick Leave - Requirements for Evidence of Illness

- 80.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.
- 80.2 In addition to the requirements under subclause 79.2 of clause 79, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- 80.3 As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Department Head is satisfied that the reason for the absence is genuine.
- 80.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- 80.5 If the Department Head is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest for advice.
- 80.5.1 The type of leave granted to the staff member will be determined by the Department Head based on HealthQuest's advice.
- 80.5.2 If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 80.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Department.
- 80.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 80.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider, or
- 80.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 80.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 80.7.3 at the Department Head's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- 80.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 80.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 80.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.

- 80.9 Subclause 80.8 of this clause 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.

81. Sick Leave to Care for a Family Member

- 81.1 Where family and community service leave provided for in clause 71 of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 81.4 of this clause who needs the staff member'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.
- 81.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 81.3 If required by the Department Head to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 80.6 of clause 80, Sick Leave - Requirements for Evidence of Illness of this award.

- 81.4 The entitlement to use sick leave in accordance with this clause is subject to:-

81.4.1 The staff member being responsible for the care and support of the person concerned; and

81.4.2 The person concerned being:-

- (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.

82. Sick Leave - Workers Compensation

- 82.1 The Department Head 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.
- 82.2 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.

- 82.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Department Head shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 82.4 The Department Head will ensure that, once received by the Department, a staff member's workers compensation claim is lodged by the Department with the workers compensation insurer within the statutory period prescribed in the Workers Compensation Act 1987.
- 82.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head 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.
- 82.6 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.
- 82.7 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.
- 82.7.1 Before approving the use of sick leave in this subclause, the Department Head must be satisfied that the staff member is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the staff member must:
- (a) participate and cooperate in the establishment of the required injury management plan for the staff member;
 - (b) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;
 - (c) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
 - (d) authorise the nominated treating doctor to provide relevant information to the insurer or the Department Head for the purposes of the injury management plan; and
 - (e) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 82.8 If a staff member notifies the appropriate Department Head that he or she does not intend to make a claim for any such compensation, the Department Head 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.
- 82.9 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.
- 82.10 If the Department Head 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 the Workplace Injury Management and Workers Compensation Act 1998 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.

- 82.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 82.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:-
- 82.12.1 The staff member's claim for workers compensation;
 - 82.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 82.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 82.12.4 Action taken by the Department Head 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.

83. Sick Leave - Claims Other Than Workers Compensation

- 83.1 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:-
- 83.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the staff member; and
 - 83.1.2 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 Department the monetary value of any such period of sick leave.
- 83.2 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 Department Head is satisfied that the refusal or failure is unavoidable.
- 83.3 On repayment to the Department 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.

84. Special Leave

- 84.1 Special Leave - Jury Service
- 84.1.1 A staff member shall, as soon as possible, notify the Department Head of the details of any jury summons served on the staff member.
 - 84.1.2 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 Department Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances 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.
 - 84.1.3 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 Department Head 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 Department Head shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

- 84.2 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. 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 Department.
- 84.3 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:
- 84.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 84.3.2 Pay into the Treasury of the State of New South Wales 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.
- 84.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Department for the required period.
- 84.4 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.
- 84.5 Special Leave - Examinations -
- 84.5.1 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 Department Head.
- 84.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 84.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 84.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.
- 84.7 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. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home 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, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 84.8 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.
- 84.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.

84.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Department Head for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

84.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 84A, Leave for Matters Arising From Domestic Violence, have been exhausted, the Department Head shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

84A. Leave for Matters Arising from Domestic Violence

84A.1 The definition of domestic violence is found in clause 3.71 of this award.

84A.2 Leave entitlements provided for in clause 71, Family and Community Service Leave, clause 79, Sick Leave and clause 81, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.

84A.3 Where the leave entitlements referred to in subclause 84A.2 are exhausted, Department Heads shall grant Special Leave as per clause 84.11.

84A.4 The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

84A.5 Personal information concerning domestic violence will be kept confidential by the agency.

84A.6 The Department Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

85. Staff Development and Training Activities

85.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:

85.1.1 All staff development courses conducted by a NSW Public Sector organisation;

85.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and

85.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

85.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:-

85.2.1 Activities for which study assistance is appropriate;

85.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and

85.2.3 Activities which are of no specific relevance to the NSW Public Sector.

85.3 Attendance of a staff member at activities considered by the Department Head to be:

85.3.1 Essential for the efficient operation of the Department; or

85.3.2 Developmental and of benefit to the NSW public sector

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.

85.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Department:

85.4.1 Recognition that the staff members are performing normal duties during the course;

85.4.2 Adjustment for the hours so worked under flexible working hours;

85.4.3 Payment of course fees:

85.4.4 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

85.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 88, Overtime - General of this award.

85.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Department:

85.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;

85.5.2 Payment of course fees;

85.5.3 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

85.5.4 Such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.

85.6 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 Department Head is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.

85.7 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.

86. Study Assistance

86.1 The Department Head shall have the power to grant or refuse study time.

86.2 Where the Department Head approves the grant of study time, the grant shall be subject to:

86.2.1 The course being a course relevant to the Department and/or the public service;

86.2.2 The time being taken at the convenience of the Department; and

86.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.

- 86.3 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.
- 86.4 Study time may be used for:
- 86.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 86.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 86.4.3 Private study; and/or
 - 86.4.4 Accumulation, subject to the conditions specified in subclauses 86.6 to 86.10 of this clause.
- 86.5 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:-
- 86.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 86.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 86.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 86.6 to 86.10 of this clause.
- 86.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- 86.7 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 Department.
- 86.8 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.
- 86.9 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.
- 86.10 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 the sooner.
- 86.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 86.12 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.
- 86.13 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.
- 86.14 Repeated subjects - Study time shall not be granted for repeated subjects.

- 86.15 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.
- 86.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 86.17 The period granted as examination leave shall include:
- 86.17.1 Time actually involved in the examination;
- 86.17.2 Necessary travelling time, in addition to examination leave,
- 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.
- 86.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 86.19 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.
- 86.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 86.21 Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 86.22 Where financial assistance is approved by the Department Head 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.
- 86.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - SHIFT WORK AND OVERTIME

87. Shift Work

- 87.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:
- | | |
|---|-------|
| Day - at or after 6am and before 10am | Nil |
| Afternoon - at or after 10am and before 1pm | 10.0% |
| Afternoon - at or after 1pm and before 4pm | 12.5% |
| Night - at or after 4pm and before 4am | 15.0% |
| Night - at or after 4am and before 6am | 10.0% |
- 87.2 The loadings specified in subclause 87.1 of this clause shall only apply to shifts worked from Monday to Friday.

- 87.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 87.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- 87.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- 87.6 Public Holidays - With the exception of classifications listed in subclauses 87.7 and 87.8 of this clause, the following shall apply:
- 87.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 87.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- 87.7 Shift workers employed in the classifications of:
- Regulatory Officers, Plant Diseases Act - Department of Agriculture
- Security Officers - Art Gallery of NSW
- Attendants - Australian Museum
- Clinical Neuro Psychologist - Department of Corrective Services
- Clerks, Psychologists, Welfare Officers - Metropolitan Remand and
- Reception Centre (IDS) - Department of Corrective Services
- Gallery Service Officers - Art Gallery of NSW
- Journalist - Department of Premier and Cabinet
- Videotape Editor - Department of Premier and Cabinet
- Staff Resource Units - Department of Ageing, Disability and Home Care
- shall receive the following:
- 87.7.1 For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.
- 87.7.2 For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.
- 87.7.3 When rostered off on a public holiday - ordinary salary and an additional day's pay.
- 87.7.4 When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of time and a half.
- 87.7.5 Annual leave at the rate of four weeks per year, that is 20 working days plus 8 rest days.

87.7.6 Additional leave on the following basis:

| Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year | Additional leave |
|--|-------------------|
| 4-10 | 1 additional day |
| 11-17 | 2 additional days |
| 18-24 | 3 additional days |
| 25-31 | 4 additional days |
| 32 or more | 5 additional days |

87.8 Shift workers employed in the classifications of:

Prison Officers - Department of Corrective Services

Transitional Centre Workers - Department of Corrective Services

Rangers - National Parks and Wildlife Service

Field Officer - National Parks and Wildlife Service

Nurses - Department of Community Services

Crisis Care Workers (Full time) - Child Protection and Family Crisis Service, Department of Community Services

shall receive the following:

87.8.1 For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.

87.8.2 For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.

87.8.3 When rostered off on a public holiday - no additional compensation or payment.

87.8.4 When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of half time.

87.8.5 Annual leave at the rate of six weeks per year, that is 30 working days plus 12 rest days.

87.8.6 Additional payment on the following basis:

| Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of payment 12 months from 1 December one year to 30 November the next year | Additional payment |
|--|--------------------------------------|
| 4-10 | 1/5th of one week's ordinary salary |
| 11-17 | 2/5ths of one week's ordinary salary |
| 18-24 | 3/5ths of one week's ordinary salary |
| 25-31 | 4/5ths of one week's ordinary salary |
| 32 or more | one week's ordinary salary |

87.8.7 The additional payment in terms of paragraph 87.8.6 of this subclause shall be made after 1 December each year for the preceding 12 months.

87.8.8 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker;

- 87.8.9 Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.
- 87.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.
- 87.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.
- 87.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 87.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 89, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 87.13 Time spent off duty may be calculated by determining the amount of time elapsed after:-
- 87.13.1 The completion of an ordinary rostered shift; or
 - 87.13.2 The completion of authorised overtime; or
 - 87.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 87.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

88. Overtime - General

- 88.1 A staff member may be directed by the Department Head to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 88.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 88.1.2 Any risk to staff member health and safety,
 - 88.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 88.1.4 The notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - 88.1.5 Any other relevant matter.
- 88.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 88.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day

when overtime is required to be performed, the staff member shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

88.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:

88.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or

88.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or

88.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

89. Overtime Worked By Shift Workers

89.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.

89.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

89.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

89.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.

89.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.

89.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.

89.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

90. Overtime Worked By Day Workers

90.1 The provisions of this clause shall not apply to:

90.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 87, Shift Work and clause 89, Overtime Worked by Shift Workers of this award apply;

90.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Department Head and the Association;

90.1.3 Staff members to whom overtime provisions apply under another industrial instrument;

90.1.4 Staff members whose salary includes compensation for overtime;

90.1.5 Staff members who receive an allowance in lieu of overtime; and

90.1.6 Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in clause 97, Compensation for Additional Hours worked by Duty Officer, State Emergency Services of this award.

90.2 Rates - Overtime shall be paid at the following rates:

90.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 10, Local Arrangements of this award apply;

90.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;

90.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;

90.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

90.3 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.

90.4 A staff member who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

90.5 Rest Periods

90.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

90.5.2 Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) 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 (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

91. Recall to Duty

91.1 A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

91.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.

91.3 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 (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

91.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) 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.

91.5 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.

- 91.6 A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 91.7 This clause shall not apply in cases where it is customary for a staff member to return to the Department'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 (3) hours unless the actual time worked is three (3) or more hours.

92. On-Call (Stand-By) and on-Call Allowance

- 92.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:
- 92.1.1 Entitled to be paid the on call allowance set out in Item 13 of Table 1 - Allowances of Part B Monetary Rates when directed by the Department to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 92.1.2 If a staff member who is on call and is called out by the Department, the overtime provisions as set out in clause 89, Overtime Worked by Shift Workers or clause 90, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- 92.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

93. Overtime Meal Breaks

- 93.1 Staff Members Not Working Flexible Hours - 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.
- 93.2 Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 93.3 Staff Members Generally - 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.

94. Overtime Meal Allowances

- 94.1 If an adequate meal is not provided by the Department, a meal allowance shall be paid by the Department at the appropriate rate specified in Item 19 of Table 1 - Allowances of Part B, Monetary Rates, provided the Department Head is satisfied that:
- 94.1.1 the time worked is directed overtime;
- 94.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 94.1.3 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
- 94.1.4 overtime is not being paid in respect of the time taken for a meal break.

- 94.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.
- 94.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 94.4 Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 94.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the Association from negotiating different meal provisions under a local arrangement.

95. Rate of Payment for Overtime

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 Department Head approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

96. Payment for Overtime Or Leave in Lieu

- 96.1 The Department Head 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 96.2 of this clause.
- 96.2 The following provisions shall apply to the leave in lieu:
- 96.2.1 The staff member shall advise the supervisor 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.
- 96.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- 96.2.3 The leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member of this award apply.
- 96.2.4 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 in the staff member's Department or section;
- 96.2.5 Leave in lieu accrued in respect of overtime shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.
- 96.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

97. Compensation for Additional Hours Worked By Duty Officer, State Emergency Services

- 97.1 The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, shall be compensated by:-
- 97.1.1 Payment at the rate of one third of one day's pay for each tour of duty; or
- 97.1.2 If so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with clause 96, Payment for Overtime or Leave in Lieu of this award.

98. Calculation of Overtime

98.1 Unless a minimum payment in terms of subclause 90.4 of clause 90, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

98.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

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

98.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:-

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

98.4 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.

98.5 Overtime is not payable for time spent travelling.

99. Provision of Transport in Conjunction With Working of Overtime

99.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 p.m. of a staff member on overtime or a regular or rotating shift roster 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 administrative units of Departments where knowledge of each particular situation will enable appropriate judgements to be made.

99.2 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.

99.3 Provision of Taxis

Where a staff member:

99.3.1 ceases overtime duty after 8.00 p.m., or

99.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

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

SECTION 9 - MISCELLANEOUS**100. Anti-Discrimination**

- 100.1 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.
- 100.2 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.
- 100.3 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.
- 100.4 Nothing in this clause is to be taken to affect:
- 100.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;
 - 100.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
 - 100.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 100.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 100.5 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.
- 100.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - 100.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

101. Secure Employment**101.1 Occupational Health and Safety**

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

- 101.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 101.1.3 Nothing in this subclause 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*.

101.2 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.

- 101.3 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.

102. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in a Department or section of a Department at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

103. Area, Incidence and Duration

- 103.1 This award shall apply to Officers, Departmental temporary employees and Casual employees as defined in the *Public Sector Employment and Management Act 2002* employed in Departments listed in Schedule 1, Part 1, to the *Public Sector Employment and Management Act 2002*.
- 103.2 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 22 November 2012.
- 103.3 Changes made to this award subsequent to it first being published on 31 July 2009 (368 I.G. 884) have been incorporated into this award as part of the review.
- 103.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES****Table 1 - Rates and Allowances****Effective 1 July 2012**

| Item No | Clause No | Description | Amount |
|---------|-----------|--|----------|
| 1 | | Meal expenses on one day journeys | |
| | | Capital cities and high cost country centres (see list in item 2) | |
| | 29.1.1 | Breakfast | \$24.35 |
| | 29.1.2 | Dinner | \$46.70 |
| | 29.1.3 | Lunch | \$27.35 |
| | | Tier 2 and other country centres (see list in item 2) | |
| | 29.1.1 | Breakfast | \$21.80 |
| | 29.1.2 | Dinner | \$42.90 |
| | 29.1.3 | Lunch | \$24.90 |
| 2 | | Travelling allowances | |
| | 26.8.2 | Capital cities | Per day |
| | | Adelaide | \$273.25 |
| | | Brisbane | \$317.25 |
| | | Canberra | \$281.25 |
| | | Darwin | \$305.25 |
| | | Hobart | \$248.25 |
| | | Melbourne | \$289.25 |
| | | Perth | \$349.25 |
| | | Sydney | \$299.25 |
| | 26.8.2 | High cost country centres | Per day |
| | | Alice Springs (NT) | \$266.25 |
| | | Bourke (NSW) | \$281.25 |
| | | Bright (VIC) | \$252.25 |
| | | Broome (WA) | \$326.25 |
| | | Bunbury (WA) | \$271.25 |
| | | Burnie (TAS) | \$251.25 |
| | | Cairns (QLD) | \$256.25 |
| | | Carnarvon (WA) | \$267.25 |
| | | Castlemaine (VIC) | \$249.25 |
| | | Chinchilla (QLD) | \$249.25 |
| | | Christmas Island (WA) | \$266.25 |
| | | Dampier (WA) | \$291.25 |
| | | Derby (WA) | \$298.25 |
| | | Echuca (VIC) | \$239.25 |
| | | Emerald (QLD) | \$257.25 |
| | | Exmouth (WA) | \$371.25 |
| | | Geelong (VIC) | \$252.25 |
| | | Geraldton (WA) | \$251.25 |
| | | Gladstone (QLD) | \$303.25 |
| | | Gold Coast (QLD) | \$265.25 |
| | | Halls Creek (WA) | \$281.25 |
| | | Horn Island (QLD) | \$285.25 |
| | | Jabiru (NT) | \$308.25 |
| | | Kalgoorlie (WA) | \$275.25 |
| | | Karratha (WA) | \$463.25 |

| | | | |
|--|--------|-------------------------|----------|
| | | Katherine (NT) | \$250.25 |
| | | Kununurra (WA) | \$318.25 |
| | | Mackay (QLD) | \$257.25 |
| | | Mount Isa (QLD) | \$276.25 |
| | | Newcastle (NSW) | \$259.25 |
| | | Newman (WA) | \$311.25 |
| | | Norfolk Island | \$306.25 |
| | | Port Hedland (WA) | \$375.25 |
| | | Port Pirie (SA) | \$256.25 |
| | | Thursday Island (QLD) | \$296.25 |
| | | Wagga Wagga (NSW) | \$250.25 |
| | | Weipa (QLD) | \$254.25 |
| | | Wilpena-Pound (SA) | \$283.25 |
| | | Wollongong (NSW) | \$252.25 |
| | | Whyalla (SA) | 261.25 |
| | | Yulara (NT) | \$360.25 |
| | | | |
| | 26.8.2 | Tier 2 country centres | Per day |
| | | Albany (WA) | \$234.45 |
| | | Ararat (VIC) | \$234.45 |
| | | Armidale (NSW) | \$234.45 |
| | | Bairnsdale (VIC) | \$234.45 |
| | | Ballarat (VIC) | \$234.45 |
| | | Bathurst (NSW) | \$234.45 |
| | | Bendigo (VIC) | \$234.45 |
| | | Bordertown (SA) | \$234.45 |
| | | Broken Hill (NSW) | \$234.45 |
| | | Bundaberg (QLD) | \$234.45 |
| | | Ceduna (SA) | \$234.45 |
| | | Cocos (Keeling) Islands | \$234.45 |
| | | Coffs Harbour (NSW) | \$234.45 |
| | | Cooma (NSW) | \$234.45 |
| | | Dalby (QLD) | \$234.45 |
| | | Devonport (TAS) | \$234.45 |
| | | Dubbo (NSW) | \$234.45 |
| | | Esperance (WA) | \$234.45 |
| | | Gosford (NSW) | \$234.45 |
| | | Goulburn (NSW) | \$234.45 |
| | | Hamilton (VIC) | \$234.45 |
| | | Hervey Bay (QLD) | \$234.45 |
| | | Horsham (VIC) | \$234.45 |
| | | Innisfail (QLD) | \$234.45 |
| | | Kadina (SA) | \$234.45 |
| | | Kingaroy (QLD) | \$234.45 |
| | | Launceston (TAS) | \$234.45 |
| | | Maitland (NSW) | \$234.45 |
| | | Mildura (VIC) | \$234.45 |
| | | Mount Gambier (SA) | \$234.45 |
| | | Mudgee (NSW) | \$234.45 |
| | | Muswellbrook (NSW) | \$234.45 |
| | | Naracoorte (SA) | \$234.45 |
| | | Orange (NSW) | \$234.45 |
| | | Port Augusta (SA) | \$234.45 |
| | | Portland (VIC) | \$234.45 |
| | | Port Lincoln (SA) | \$234.45 |
| | | Port Macquarie (NSW) | \$234.45 |

| | | | |
|---|--------|---|--------------------------------------|
| | | Queanbeyan (NSW) | \$234.45 |
| | | Renmark (SA) | \$234.45 |
| | | Rockhampton (QLD) | \$234.45 |
| | | Roma (QLD) | \$234.45 |
| | | Seymour (VIC) | \$234.45 |
| | | Swan Hill (VIC) | \$234.45 |
| | | Tamworth (NSW) | \$234.45 |
| | | Tennant Creek (NT) | \$234.45 |
| | | Toowoomba (QLD) | \$234.45 |
| | | Townsville (QLD) | \$234.45 |
| | | Tumut (NSW) | \$234.45 |
| | | Warrnambool (VIC) | \$234.45 |
| | | Wonthaggi (VIC) | \$234.45 |
| | | | |
| | 26.8.2 | Other country centres | \$213.45 |
| | 26.8.2 | Incidental expenses when claiming actual expenses - all locations | \$17.85 |
| | 26.11 | Daily allowance payable after 35 days and up to 6 months in the same location - all locations | 50% of the appropriate location rate |
| | | | |
| 3 | 26.8.1 | Incidental expenses | \$17.85 |
| | | | |
| 4 | | Camping allowance | Per night |
| | 34.2.1 | Established camp | \$29.00 |
| | 34.2.2 | Non established camp | \$38.35 |
| | | Additional allowance for staff who camp in excess of 40 nights per year | \$9.15 |
| | | | |
| 5 | 35.2 | Composite allowance (per day) | \$138.30 |
| | | | |
| 6 | | Use of private motor vehicle | Cents per kilometre |
| | 36.3 | Official business | |
| | | Engine capacity- | |
| | | 2601cc and over | 75.0 |
| | | 1601cc-2600cc | 74.0 |
| | | 1600cc or less | 63.0 |
| | 36.3 | Casual rate (40% of official business rate) | |
| | | Engine capacity- | |
| | | 2601cc and over | 30.0 |
| | | 1601cc-2600cc | 29.6 |
| | | 1600cc or less | 25.2 |
| | | Motor cycle allowance (50% of the 1600cc or less official business rate) | 31.5 |
| | 36.7 | Towing trailer or horse float (13% of the 2601cc and over official business rate) | 9.75 |
| | | | |
| 7 | | Camping equipment allowance | Per night |
| | 38.2 | Camping equipment allowance | \$28.70 |
| | 38.3 | Bedding and sleeping bag | \$4.80 |
| | | | |
| 8 | | Remote areas allowance | Per annum |
| | | With dependants | |
| | 39.2.1 | - Grade A | \$1835 pa |
| | 39.2.2 | - Grade B | \$2434 pa |
| | 39.2.3 | - Grade C | \$3250 pa |

| | | | |
|----|--------|--|--|
| | | Without dependants | |
| | 39.2.1 | - Grade A | \$1280 pa |
| | 39.2.2 | - Grade B | \$1706 pa |
| | 39.2.3 | - Grade C | \$2276 pa |
| 9 | 40.1 | Assistance to staff members stationed in a remote area when travelling on recreation leave | |
| | | By private motor vehicle | Appropriate casual rate up to a maximum of 2850 kms less \$45.25 |
| | | Other transport - with dependants | Actual reasonable expenses in excess of \$45.25 and up to \$303.00 |
| | | Other transport - without dependants | Actual reasonable expenses in excess of \$45.25 and up to \$149.65 |
| | | Rail travel | Actual rail fare less \$45.25 |
| 10 | 41 | Insurance cover | Up to \$A 1,173 |
| 11 | 42.2 | Exchanges | Actual cost |
| 12 | 43.1 | Room at home used as office | \$836 pa |
| 13 | 92.1.1 | On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2012) | 0.86 per hour |
| 14 | 45 | Flying allowance (effective ffpp on or after 1 July 2012) | \$18.40 per hour |
| 15 | 46.1 | Uniforms, protective clothing and laundry allowance | \$4.40 per week |
| 16 | 48.1 | Garage and carport allowance | Per annum |
| | | - Garage allowance | \$591 pa |
| | | - Carport allowance | \$131 pa |
| 17 | 50.1 | Community language allowance scheme (effective ffpp on or after 1 July 2012) | Per annum |
| | | - Base Level Rate | \$1224 pa |
| | | - Higher Level Rate | \$1839 pa |
| 18 | 51.1 | First aid allowance (effective ffpp on or after 1 July 2012) | Per annum |
| | | - Holders of basic qualifications | \$788 pa |
| | | - Holders of current occupational first aid certificate | \$1184 pa |
| 19 | 94.1 | Overtime meal allowances | Effective 1 July 2012 |
| | | Breakfast | \$27.10 |
| | | Lunch | \$27.10 |
| | | Dinner | \$27.10 |
| | | Supper | \$9.95 |

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

Effective 1 July 2011

| Item No | Clause No | Description | Amount |
|-----------------------|-----------------------|--|---------------------------|
| 1 | | Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2) | |
| | 29.1.1 | Breakfast | \$23.65 |
| | 29.1.2 | Dinner | \$45.60 |
| | 29.1.3 | Lunch | \$26.55 |
| | | Tier 2 and other country centres (see list in item 2) | |
| | 29.1.1 | Breakfast | \$21.15 |
| | 29.1.2 | Dinner | \$41.65 |
| | 29.1.3 | Lunch | \$24.20 |
| 2 | 26.8.2 | Travelling allowances Capital cities | Per day |
| | | Adelaide | \$270.10 |
| | | Brisbane | \$314.10 |
| | | Canberra | \$278.10 |
| | | Darwin | \$302.10 |
| | | Hobart | \$238.10 |
| | | Melbourne | \$286.10 |
| | | Perth | \$289.10 |
| | | Sydney | \$296.10 |
| | | 26.8.2 | High cost country centres |
| | Ballarat (VIC) | | \$240.10 |
| | Bendigo (VIC) | | \$235.10 |
| | Broome (WA) | | \$335.60 |
| | Bunbury (WA) | | 242.10 |
| | Burnie (TAS) | | \$238.10 |
| | Cairns (QLD) | | \$240.10 |
| | Carnarvon (WA) | | \$264.10 |
| | Christmas Island (WA) | | \$263.10 |
| | Dalby (QLD) | | \$246.60 |
| | Dampier (WA) | | 287.60 |
| | Derby (WA) | | 294.60 |
| | Devonport (TAS) | | \$241.60 |
| | Echuca (VIC) | | \$235.60 |
| | Exmouth (WA) | | \$307.10 |
| | Geelong (VIC) | | \$244.10 |
| | Geraldton (WA) | | \$259.10 |
| | Gladstone (QLD) | | \$251.60 |
| | Gold Coast (QLD) | | \$283.10 |
| | Halls Creek (WA) | | \$308.10 |
| | Horn Island (QLD) | | \$282.10 |
| | Jabiru (NT) | | \$311.10 |
| | Kalgoorlie (WA) | | \$282.60 |
| | Karratha (WA) | | \$398.10 |
| | Katherine (NT) | | \$233.60 |
| | Kununurra (WA) | | \$295.10 |
| | Launceston (TAS) | | \$239.60 |
| | Mackay (QLD) | | \$266.10 |
| | Maitland (NSW) | | \$244.60 |
| | Mount Isa (QLD) | | \$271.60 |
| | Newcastle (NSW) | \$255.60 | |
| Newman (WA) | \$308.10 | | |
| Norfolk Island | \$302.60 | | |
| Port Hedland (WA) | \$383.10 | | |
| Port Pirie (SA) | \$248.10 | | |
| Thursday Island (QLD) | \$293.10 | | |

| | | | |
|--|--------|-------------------------|----------|
| | | Townsville (QLD) | \$247.60 |
| | | Weipa (QLD) | \$251.10 |
| | | Wilpena-Pound (SA) | \$257.10 |
| | | Wollongong (NSW) | \$241.10 |
| | | Wonthaggi (VIC) | \$235.10 |
| | | Yulara (NT) | \$453.10 |
| | 26.8.2 | Tier 2 country centres | Per day |
| | | Albany (WA) | \$224.30 |
| | | Alice Springs (NT) | \$224.30 |
| | | Ararat (VIC) | \$224.30 |
| | | Armidale (NSW) | \$224.30 |
| | | Bairnsdale (VIC) | \$224.30 |
| | | Bathurst (NSW) | \$224.30 |
| | | Bordertown (SA) | \$224.30 |
| | | Bright (VIC) | \$224.30 |
| | | Broken Hill (NSW) | \$224.30 |
| | | Bundaberg (QLD) | \$224.30 |
| | | Castlemaine (VIC) | \$224.30 |
| | | Ceduna (SA) | \$224.30 |
| | | Cocos (Keeling) Islands | \$224.30 |
| | | Coffs Harbour (NSW) | \$224.30 |
| | | Cooma (NSW) | \$224.30 |
| | | Dubbo (NSW) | \$224.30 |
| | | Emerald (QLD) | \$224.30 |
| | | Esperance (WA) | \$224.30 |
| | | Gosford (NSW) | \$224.30 |
| | | Goulburn (NSW) | \$224.30 |
| | | Hamilton (VIC) | \$224.30 |
| | | Hervey Bay (QLD) | \$224.30 |
| | | Horsham (VIC) | \$224.30 |
| | | Innisfail (QLD) | \$224.30 |
| | | Kadina (SA) | \$224.30 |
| | | Kingaroy (QLD) | \$224.30 |
| | | Mildura (VIC) | \$224.30 |
| | | Mount Gambier (SA) | \$224.30 |
| | | Mudgee (NSW) | \$224.30 |
| | | Muswellbrook (NSW) | \$224.30 |
| | | Naracoorte (SA) | \$224.30 |
| | | Orange (NSW) | \$224.30 |
| | | Port Augusta (SA) | \$224.30 |
| | | Portland (VIC) | \$224.30 |
| | | Port Lincoln (SA) | \$224.30 |
| | | Port Macquarie (NSW) | \$224.30 |
| | | Queanbeyan (NSW) | \$224.30 |
| | | Renmark (SA) | \$224.30 |
| | | Rockhampton (QLD) | \$224.30 |
| | | Roma (QLD) | \$224.30 |
| | | Seymour (VIC) | \$224.30 |
| | | Swan Hill (VIC) | \$224.30 |
| | | Tamworth (NSW) | \$224.30 |
| | | Tennant Creek (NT) | \$224.30 |
| | | Toowoomba (QLD) | \$224.30 |
| | | Tumut (NSW) | \$224.30 |
| | | Wagga Wagga (NSW) | \$224.30 |
| | | Warnambool (VIC) | \$224.30 |
| | | Whyalla (SA) | \$224.30 |

| | | | |
|---|--------|--|--|
| | 26.8.2 | Other country centres | \$204.30 |
| | 26.8.2 | Incidental expenses when claiming actual expenses - all locations | \$17.30 |
| | 26.11 | Daily allowance payable after 35 days and up to 6 months in the same location - all locations | 50% of the appropriate location rate |
| 3 | 26.8.1 | Incidental expenses | \$17.30 |
| 4 | 34.2.1 | Camping allowance | Per night |
| | 34.2.1 | Established camp | \$28.55 |
| | 34.2.2 | Non established camp | \$37.75 |
| | | Additional allowance for staff who camp in excess of 40 nights per year | \$9.00 |
| 5 | 35.2 | Composite allowance (per day) | \$136.10 |
| 6 | | Use of private motor vehicle | Cents per kilometre |
| | 36.3 | Official business | |
| | | Engine capacity- | |
| | | 2601cc and over | 75.0 |
| | | 1601cc-2600cc | 74.0 |
| | | 1600cc or less | 63.0 |
| | 36.3 | Casual rate (40% of official business rate) | |
| | | Engine capacity- | |
| | | 2601cc and over | 30.0 |
| | | 1601cc-2600cc | 29.6 |
| | | 1600cc or less | 25.2 |
| | | Motor cycle allowance (50% of the 1600cc or less official business rate) | 31.5 |
| | 36.7 | Towing trailer or horse float (13% of the 2601cc and over official business rate) | 9.75 |
| 7 | | Camping equipment allowance | Per night |
| | 38.2 | Camping equipment allowance | \$28.20 |
| | 38.3 | Bedding and sleeping bag | \$4.70 |
| 8 | | Remote areas allowance | Per annum |
| | | With dependants | |
| | 39.2.1 | - Grade A | \$1806 pa |
| | 39.2.2 | - Grade B | \$2396 pa |
| | 39.2.3 | - Grade C | \$3199 pa |
| | | Without dependants | |
| | 39.2.1 | - Grade A | \$1260 pa |
| | 39.2.2 | - Grade B | \$1679 pa |
| | 39.2.3 | - Grade C | \$2240 pa |
| 9 | 40.1 | Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle | Appropriate casual rate up to a maximum of 2850 kms less \$44.55 |
| | | Other transport - with dependants | Actual reasonable expenses in excess of \$44.55 and up to \$298.25 |

| | | | |
|----|--------|--|---|
| | | Other transport - without dependants Rail travel | Actual reasonable expenses in excess of \$44.55 and up to \$147.30 Actual rail fare less \$44.55 |
| 10 | 41 | Insurance cover | Up to \$A 1,173 |
| 11 | 42.2 | Exchanges | Actual cost |
| 12 | 43.1 | Room at home used as office | \$823 pa |
| 13 | 92.1.1 | On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2011) | 0.84 per hour |
| 14 | 45 | Flying allowance (effective ffpp on or after 1 July 2011) | \$17.90 per hour |
| 15 | 46.1 | Uniforms, protective clothing and laundry allowance | \$4.35 per week |
| 16 | 48.1 | Garage and carport allowance - Garage allowance - Carport allowance | Per annum \$582 pa \$129 pa |
| 17 | 50.1 | Community language allowance scheme (effective ffpp on or after 1 July 2011) - Base Level Rate - Higher Level Rate | Per annum \$1194 pa \$1794 pa |
| 18 | 51.1 | First aid allowance (effective ffpp on or after 1 July 2011) - Holders of basic qualifications - Holders of current occupational first aid certificate | Per annum \$769 pa \$1155 pa |
| 19 | 94.1 | Overtime meal allowances Breakfast Lunch Dinner Supper | Effective 1 July 2011 \$26.45 \$26.45 \$26.45 \$9.80 |

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

C.G. STAFF J

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(No. IRC 1027 of 2012)

Before The Honourable Justice Haylen

22 November 2012

AWARD

1. Arrangement

| Clause No. | Subject Matter |
|------------|---|
| 1. | Arrangement |
| 2. | Dictionary |
| 3. | Salaries |
| 4. | Deduction of Union Membership Fees |
| 5. | Allowances |
| 6. | Salary Progression and Maintenance |
| 7. | Teacher Quality |
| 8. | Salary Packaging |
| 9. | Initial Appointments |
| 10. | Teaching in More Than One Location |
| 11. | Deferred Salary Scheme |
| 12. | Compensation for Travel on Department Business |
| 13. | Assessment and Reporting and Quality of Educational Outcomes |
| 14. | Teacher Performance Management |
| 15. | Teaching Hours for Years 11 and 12 |
| 16. | Allocation of Duties in High Schools |
| 17. | Teaching Outside Normal School Hours |
| 18. | Alternative Work Organisation |
| 19. | Teachers Appointed to More than One School |
| 20. | Qualifications, Recruitment and Training |
| 21. | Calculation of Service |
| 22. | Temporary Teachers |
| 23. | Casual Teachers |
| 24. | Relief in PP6 or Principal - Environmental Education Centre or Hospital School Grade |
| 25. | Training and Development |
| 26. | Multi-skilling |
| 27. | Duties as Directed |
| 28. | Other Part Time Rates of Pay |
| 29. | Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions |
| 30. | Teachers in Residential Agricultural High Schools - Special Conditions |
| 31. | Dispute Resolution Procedures |
| 32. | No Further Claims |
| 33. | Anti-discrimination |
| 34. | WorkHealth & Safety |

35. Saturday School of Community Languages
36. Area, Incidence and Duration

SCHEDULES

- Schedule 1 - Common Incremental Salary Scale
Schedule 2 - Allowances
Schedule 3 - Locality Allowances
Schedule 4 - Salaries - Promotion Classifications in the Teaching Service
Schedule 5 - Rates of Pay - Casual Teachers
Schedule 6 - Other Part time Rates of Pay
Schedule 7 - Excess Travel and Compensation for Travel on Official Business
Schedule 8 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
Schedule 9 - Special Conditions Covering Teachers at Residential Agricultural High Schools
Schedule 10 - Saturday School of Community Languages

2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Alternate Mode Course" means a course of teacher training other than a course completed by full time study with a higher education institution.
- 2.3 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.4 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.5 "Casual Teacher" means a teacher engaged on an hourly or daily rate of pay in the Teaching Service.
- 2.6 "Conditionally Trained Teacher (C)" means a teacher whose approval to teach is conditional upon completion of additional educational requirements prescribed by the Director-General.
- 2.7 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.8 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.9 "Department" means the Department of Education and Communities.
- 2.10 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.11 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.12 "Director-General" means the Director-General of Education and Communities.

- 2.13 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.14 "District" means a group of schools.
- 2.15 "District Guidance Officer" means an officer appointed as such in a school district(s) or a group of schools who is responsible to the Director-General or nominee for the guidance service within the district(s) or group of schools.
- 2.16 "Education Officer" means an officer appointed as such, provided that for appointment the officer shall have an appropriate degree from a higher education institution or other qualifications and experience which the Director-General determines as satisfying requirements.
- 2.17 "Employee" means a person employed in a classification covered by this award by the Director-General or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.18 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.19 "Equivalent" when referring to qualifications means those qualifications deemed by the Director-General to be equivalent to specified qualifications.
- 2.20 "Executive Principal, Connected Communities" means a person or officer employed temporarily under the provisions of the *Teaching Service Act*, 1980 to lead the schools selected by the Department to participate in the Connected Communities strategy for the period of the operation of that strategy.
- 2.21 "Executive Director Connected Communities" means a person who is responsible for leadership and implementation of the Connected Communities strategy in the Department.
- 2.22 "Federation" means the New South Wales Teachers Federation.
- 2.23 "Five Year Trained Teacher (5YT)" means a teacher who has obtained a degree and teaching qualifications from a higher education institution which together require a minimum of five years full time study. Any period of training in excess of that normally required to complete such a course shall not be deemed to be a training period for the purposes of any other definition.
- 2.24 "Four Year Trained Teacher (4YT)" means a teacher who has:
- 2.24.1 obtained a degree from a higher education institution and has, in addition, satisfactorily completed a teacher education qualification of at least one year's duration at a higher education institution; or
- 2.24.2 completed a four year teacher education degree from a higher education institution; or
- 2.24.3 completed such other course(s) which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.25 "General Secretary" means the General Secretary of the Federation.
- 2.26 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Director-General to be equivalent to such a degree.
- 2.27 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.

- 2.28 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:
- 2.28.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.28.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.28.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.29 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.30 "Highly Accomplished Teacher" means a person or officer employed temporarily by the Department pursuant to the provisions of the Teaching Services Act, 1980 under the period of the National Partnerships on Improving Teacher Quality and Low Socio Economic Status School Communities.
- 2.31 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.32 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 2.33 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.
- 2.34 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.35 "Parties" means the Department and the Federation.
- 2.36 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.37 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.38 "Residential Agricultural High School" means a school classified as such by the Director-General.
- 2.39 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.40 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.

- 2.41 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Director-General and are established under the *Education Act* 1990 to provide education for students with disabilities as listed in subclause 2.48.
- 2.42 "Senior Assistant" means a two or three year trained teacher who has been classified as a senior assistant on or before 1 January 1973 and who is employed in a school providing secondary education.
- 2.43 "Service" means continuous service, unless otherwise specified in the award.
- 2.44 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).
- 2.45 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position under the provisions of the *Teaching Service Act* 1980 and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.46 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Director-General where a principal is not appointed.
- 2.47 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.48 "Teacher in Training (Schools)" means a graduate recruited to train as a teacher through an alternate mode course.
- 2.49 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.49.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.49.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.50 "Teaching Service Act" means the *Teaching Service Act* 1980.
- 2.51 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.52 "Temporary Teacher" means a person employed in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.53 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the *Teaching Service Act* 1980.
- 2.54 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.55 "Two Year Trained Teacher (2YT) or Three Year Trained Teacher (3YT)" means a teacher who has satisfactorily completed a prescribed course of teacher education of two or three years duration respectively at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a school teacher.

- 2.56 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.57 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

3. Salaries

- 3.1 Salaries and rates of pay shall be paid in accordance with this clause and Schedules 1, 4, 5, 6 and 10 and will be increased by 2.5% from the first pay period commencing on or after 1 January 2013.
- 3.2 Allowances under this award will be increased by 2.5% from the first pay period commencing on or after 1 January 2013.
- 3.3 Subject to the provisions of the *Teaching Service Act* 1980 and the regulations made thereunder and to satisfy the conditions prescribed by this award, the salaries of the following officers and temporary employees are set out in Schedules 1, 4, 5 and 6.

| Classification | Schedule |
|--|------------|
| Teachers, education officers, home school liaison officers, Aboriginal student liaison officers, counsellors | Schedule 1 |
| Promotion classifications in schools and non school based Teaching Service classifications salary scales. | Schedule 4 |

- 3.4 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 8, Salary Packaging, employees in Schedules 1, 4, 5 and 6 must be paid at an annual salary level not less than that for the appropriate classification.
- 3.5 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1 are set out in the table below:

| Classification | Minimum starting salary (new step) | Maximum salary (new step) |
|--|---------------------------------------|--|
| 2YT school teachers | Step 2 | Step 13 |
| 3YT school teachers | Step 3 | Step 13 |
| 4YT school teachers | Step 5 | Step 13 |
| 5YT school teachers | Step 6 | Step 13 |
| C2YT school teachers | Step 2 | Step 6 |
| C3YT school teachers | Step 3 | Step 6 |
| C4YT school teachers | Step 5 | Step 9 |
| C5YT school teachers | Step 6 | Step 9 |
| Education officers and Aboriginal student liaison officers: Non graduates Graduates without teacher training Graduates with teacher training Graduates with five years of training | Step 3 Step 4 Step 5 Step 6 | Step 13 Step 13 Step 13 Step 13 |
| Teachers in training | Step 1 | Step 1 |

NOTE: Conditionally trained teachers (C) remain on first step of the appropriate incremental scale for the first two years of service, before progressing to the appropriate maximum step by annual increments.

- 3.6 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1.

- 3.7 Two and three year trained school teachers may vary their incremental date and rate of progression if they satisfy conditions contained in subclauses 3.8, 3.9, 3.10 and 3.11 of this clause.
- 3.8 A two year trained teacher who successfully completes studies which satisfy requirements for a three year teacher education degree or diploma shall progress to that step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a three year trained teacher. Subject to clause 6, Salary Progression and Maintenance, these teachers shall then progress along the common incremental salary scale on the anniversary of the first day of the month following the successful completion of the required study.
- 3.9 A two year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall be paid a double increment with retention of normal incremental date. On reaching Step 9 of the common incremental salary scale, such a teacher shall be deemed a three year trained teacher and, subject to clause 6, Salary Progression and Maintenance may progress by annual increments to the top step of the common incremental salary scale.
- 3.10 A three year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall progress one increment on the common incremental salary scale, effective from the first day of the month following the successful completion of the required study.
- 3.11 A three year trained teacher who completes:
- 3.11.1 a graduate diploma of at least one year of full time study or its part time equivalent; or
- 3.11.2 part of a degree course or an equivalent course of study as determined by the Director-General which results in the teacher having attained an academic standard equivalent to that of a four year trained teacher,
- shall progress to the step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a four year trained teacher. The salary progression shall be effective from the first day of the month following the successful completion of the required study.
- 3.12 In relation to promotions classifications in schools, the following shall apply:
- 3.12.1 The position of principal in a primary school shall be classified as follows:

| Classification of Principal | Student Enrolments |
|-----------------------------|--------------------|
| PP6 | 1 - 25 |
| PP5 | 26 - 159 |
| PP4 | 160 - 300 |
| PP3 | 301 - 450 |
| PP2 | 451 - 700 |
| PP1 | 701+ |

- 3.12.2 Principals shall only be appointed to hospital schools when specifically approved by the Director-General.
- 3.12.3 Promotions positions in schools for specific purposes shall receive the same salary as applicable to similar positions in primary schools. Provided that, in determining the principal's salary, the school student enrolment numbers shall be notionally determined by multiplying the permanent full time teaching staff by 30. Teaching staff for this purpose does not include employees, including the principal, who are not required to undertake face to face teaching duties.
- 3.12.4 The salary payable to principals of stand alone distance education centres shall be equivalent to those paid to principals of primary schools. Provided that to determine the student enrolment numbers for the purpose of determining the classification of a principal of a stand alone distance education centre, the actual number of each category of student shall be multiplied by the following factors to determine notional student numbers:

| Category of Student | Factor |
|---|----------|
| Primary students | 2.14 |
| Secondary students - integrated | 2.46 |
| Secondary students - stand alone | 1.8 |
| Students at the Open High School, each unit of study per student | 6 x 1.89 |
| Pre-school students | 1.38 |
| Students with disabilities | 2.7 |

3.12.5 The position of principal in a central school shall be classified as follows:

| Classification of Principal | Student Enrolments |
|-----------------------------|--------------------|
| PC4 | 26 - 159 |
| PC3 | 160 - 300 |
| PC2 | 301 - 450 |
| PC1 | 451+ |

3.12.6 The position of principal in a high school shall be classified as follows:

| Classification of Principal | Student Enrolments |
|-----------------------------|--------------------|
| PH2 | 1 - 900 |
| PH1 | More than 900 |

- 3.13 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.14 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

4. Deduction of Union Membership Fees

- 4.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 4.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 4.3 Subject to 4.1 and 4.2 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.
- 4.4 Monies so deducted from employees' 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.
- 4.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 4.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

5. Allowances

- 5.1 Allowances shall be paid in accordance with this clause and Schedules 2 and 3. Allowances in terms of Schedule 2 shall be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.

- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
- 5.2.1 Home school liaison officers and Aboriginal student liaison officers.
 - 5.2.2 Teachers in charge
 - 5.2.3 Year advisers.
 - 5.2.4 Teachers required by the Director-General to have a Health Education Certificate.
 - 5.2.5 Teachers other than the principal appointed to teach classes of students with disabilities.
 - 5.2.6 Principals of schools designated by the Director-General as schools for specific purposes.
 - 5.2.7 The Principal of Stewart House.
 - 5.2.8 The Assistant Principal of Stewart House.
 - 5.2.9 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
- 5.3.1 principals -
 - class PP1;
 - class PP2;
 - 5.3.2 other promotions positions; and
 - 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
- 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
 - 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
 - each half hour lesson; or
 - each 40 minute lesson involving secondary students.
 - 5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson shall mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Director-General.
- 5.5 In residential agricultural high schools to:
- 5.5.1 teachers rostered for out of normal hours student supervision;
 - 5.5.2 head teacher (welfare) for residential supervision;
 - 5.5.3 a teacher appointed to be in charge of residential supervision;
 - 5.5.4 principals for on call and special responsibilities; and

- 5.5.5 deputy principals for on call and special responsibilities.
- 5.6 To supervisors of female students:
- 5.6.1 Where the average attendance of female students does not exceed 200;
- 5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
- 5.6.3 Where the average attendance of female students exceeds 400.
- 5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Director-General by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 2 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances shall be paid as set out in Schedule 3.
- 5.9 To Executive Principals, Connected Communities as set out in Schedule 2 subject to the:
- 5.9.1 completion by the Executive Principal, Connected Communities of five (5) years of service in that position; and
- 5.9.2 satisfactory performance of the Executive Principal, Connected Communities in that position at the end of the five year period as determined by the Executive Directed, Connected Communities; and
- 5.9.3 on completion of each subsequent five years of service in that position subject to the provisions of 5.9.2 above.

6. Salary Progression and Maintenance

- 6.1 An officer shall be entitled to progress along or be maintained on the common incremental salary scale or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. Salary progression may also occur in accordance with the provisions of subclauses 3.7, 3.8, 3.9, 3.10 and 3.11 of clause 3, Salaries.
- 6.2 A temporary teacher shall be entitled to progress along or be maintained on the common incremental salary scale subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.3 A temporary teacher relieving in a PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 Grade One Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

7. Teacher Quality

- 7.1 To provide feedback on an officer or temporary employee's performance each officer or temporary employee's principal, supervisor or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 for school teachers and in 2005 for non school based teaching service staff continues in force as follows:
- 7.1.1 The officer or temporary employee's principal, supervisor or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.

- 7.1.2 For teachers in schools (including temporary teachers) this annual review shall be supported by:
- (i) conferences between the school teacher and the principal, or nominee;
 - (ii) observations of educational programs;
 - (iii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate;
- 7.1.3 In implementing the annual review the principal (or nominee) shall take into account the following:
- (i) the level of experience of the teacher (so that less experienced teachers are given greater attention); and
 - (ii) the particular circumstances of the school.
- 7.1.4 For non school based teaching service staff (including temporary staff) this annual review shall be supported by:
- (i) conferences between the non school based teaching service officer and the regional director, state office director or school education director (or nominee);
 - (ii) observations of work programs;
 - (iii) review of documentation, as appropriate.
- 7.1.5 In implementing the annual review the regional director, state office director or school education director (or nominee) will take into account the following:
- (i) the level of experience of the non school based teaching service officer (so that less experienced officers are given greater attention); and
 - (ii) the particular circumstances of the workplace.
- 7.1.6 The annual review for teachers shall be reported by way of the teacher assessment review schedule implemented under the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 29 May 2009 (368 I.G.73).
- 7.1.7 The annual review for non school based teaching service staff shall be reported by way of the teacher assessment and review schedule contained in the Department's Memorandum DN/11/00040, Non School Based Education Teaching Service Officer Assessment and Review Schedule.
- 7.1.8 An Executive Assessment and Review Schedule will be established to provide for the annual assessment and review of deputy principals, assistant principals and head teachers for implementation in 2009.
- 7.1.9 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

8. Salary Packaging

- 8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1, 4, 5 and 6 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

- 8.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 8.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 8.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 8.5 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 8.5.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 8.5.2 any administrative fees.
- 8.6 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 8.6.1 Superannuation Guarantee Contributions;
- 8.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 8.6.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

9. Initial Appointments

- 9.1 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 6, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.
- 9.2 All initial appointments shall be on the basis of merit.

10. Teaching in More Than One Location

- 10.1 Teachers may be programmed to teach in more than one location including TAFE.
- 10.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.
- 10.1.2 A teacher who is appointed to a school and is programmed to teach in more than one school or at TAFE shall be entitled to the travel compensation provisions at Part B of Schedule 7, Excess Travel and Compensation for Travel on Official Business.
- 10.1.3 If, by agreement, teachers teach after 5.30pm in a TAFE location they shall receive the monetary equivalent of the time credit provided for TAFE teachers, that is payment at a rate of 1.25 times the hourly rate for the teacher so engaged. The formula for calculating the hourly rate of the teacher shall be:

$$\frac{\text{Annual Salary}}{\quad} \times \frac{5}{260.8929} \times \frac{1}{30}$$

11. Deferred Salary Scheme

- 11.1 Officers may seek to join the Department's deferred salary scheme.
- 11.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.
- 11.3 The deferred salary scheme does not apply to temporary teachers.

12. Compensation for Travel on Department Business

- 12.1 Where an employee is required and authorised to travel on Department business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 7 - Excess Travel and Compensation for Travel on Official Business.

13. Assessment and Reporting and Quality of Educational Outcomes

- 13.1 The following shall be implemented:
- 13.1.1 annual school reports and associated school self-evaluation and improvement programs;
- 13.1.2 school development policy;
- 13.1.3 the Higher School Certificate;
- 13.2 These shall be subject to the protocols agreed to in 1997 in relation to Annual School Self-Evaluation, Annual School Reporting and external test data (contained in Matter No. IRC 3925/97 as tabled in the Industrial Relations Commission).
- 13.3 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement of the award, relevant to annual school reports, school self-evaluation committees and school reviews.

14. Teacher Performance Management

- 14.1 The Teacher Improvement Program procedures will continue.

15. Teaching Hours for Years 11 and 12

- 15.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 15.2 A secondary school shall have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal shall arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 15.1 above.
- 15.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
- 15.4.1 the principal has consulted with the school community; and

15.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.

15.5 A teacher shall not unreasonably refuse to teach classes at this time.

15.6 Provided that the overall hours of duty of the school teacher shall not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours shall be entitled to an equivalent period of core timetabled time off during the week for the time beyond the core time so taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.

15.7 A teacher shall not be required to be timetabled both before and after the core hours on any given day.

16. Allocation of Duties in High Schools

16.1 Teachers (other than teachers in training), head teachers and deputy principals in high schools may be required to teach the following periods (or their time equivalent):

| Classification | Teaching periods per week | Periods per week, as determined by the principal, for sport (refer to subclause 16.6) |
|-----------------------------------|---------------------------|---|
| Teachers in High Schools | 28 | up to 3 |
| Head Teachers in High Schools | 22 | up to 3 |
| Deputy Principals in High Schools | 14 | up to 3 |

16.2 A principal may require a teacher (other than a teacher in training), head teacher or deputy principal in high schools to relieve an absent colleague by working the following alternate periods as defined in clause 2.3:

| Classification | Additional Alternate Periods per term |
|-----------------------------------|---------------------------------------|
| Teachers in High Schools | Up to 6 |
| Head Teachers in High Schools | Up to 5 |
| Deputy Principals in High Schools | Up to 3 |

16.3 Provided that such alternate periods shall be allocated:

16.3.1 with due regard to the non teaching duties required to be performed by the teacher, head teacher or deputy principal; and

16.3.2 as far as possible to a teacher, head teacher or deputy principal in the same faculty as that of the absent teacher.

16.4 Nothing in subclauses 16.1 to 16.3 shall preclude a teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.

16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.33.

16.6 In lieu of requiring a teacher to supervise sporting activity in accordance with subclause 16.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.

16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their

timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods shall be allocated to a teacher in the same faculty as that of the absent teacher.

17. Teaching Outside Normal School Hours

- 17.1 A principal, with the agreement of the teacher or teachers concerned, may make provision for timetabling of certain classes other than Years 11 and 12 classes beyond the core hours of operation of a school and for teachers to work within those extended hours. Provided that the overall hours of duty of the teacher shall not be exceeded.
- 17.2 A teacher commencing or finishing duty before or after the required attendance for the core hours at the school, shall be entitled to an equivalent period of time off during the week. Wherever possible, the time allocated in lieu of extended duty should be at the beginning or end of the core hours of the school day.

18. Alternative Work Organisation

- 18.1 Except as provided in clause 10, Teaching in More Than One Location; clause 15, Teaching Hours for Years 11 and 12; or clause 17, Teaching Outside Normal School Hours:
- 18.2 The parties agree to provide options which facilitate alternative work organisations in schools.
- 18.3 Teaching staff in a school or other workplace may seek to vary its organisation in order to improve students' learning conditions and or to improve teachers' working conditions, provided that:
- 18.3.1 the proposal can be implemented within the school's or workplace's current staffing entitlement;
- 18.3.2 the proposal has the concurrence of the principal (or other responsible officer) and the majority of the staff;
- 18.3.3 the teachers directly affected by the proposal concur;
- 18.3.4 consultation with staff, parents, students and relevant community groups is undertaken where appropriate;
- 18.3.5 consideration is given to equity and gender and family issues involved in the proposal;
- 18.3.6 proposed variations in work arrangements are in writing and approved by the Director-General or nominee and Federation organiser or state office director and senior officer of the Federation, prior to implementation;
- 18.3.7 if either party believes that the proposed variation in work organisation is in conflict with the provisions of the award, then the proposal shall be forwarded to the Alternative Work Organisation Committee, consisting of two senior officers of the Department and of the Federation, or nominees, to review the proposals developed;
- 18.3.8 where the Alternative Work Organisation Committee considers a proposed variation in work arrangements which complies with 18.3.1 to 18.3.6 above conflicts with the provisions of the award the parties may apply to the Industrial Relations Commission to vary the award by consent; and
- 18.3.9 the parties agree to continue to trial and review pilots on work organisation in schools arising from proposals under the National Schools Network.

19. Teachers Appointed to More Than One School

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.

- 19.2 A teacher appointed to two or more schools shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 7, Excess Travel and Compensation for Travel on Official Business.

20. Qualifications, Recruitment and Training

- 20.1 The minimum academic qualifications, vocational experience and or industrial experience and teacher training requirement for appointment as a teacher or other officer shall be determined by the Director-General.
- 20.2 The Director-General shall determine the procedures and mode of appointment for the recruitment of teachers from persons with an appropriate mix of academic qualifications, teacher training and or industry/vocational experience during or prior to the completion of appropriate academic qualifications or teacher training.

21. Calculation of Service

- 21.1 In calculating the years of service for the purposes of this award, the following shall not be taken into account:
- 21.1.1 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this award;
- 21.1.2 any leave of absence without pay exceeding five days in any year of service;
- 21.1.3 any time period necessary to give full effect to a reduction in salary imposed by the Director-General under the provisions of the *Teaching Service Act 1980*.

22. Temporary Teachers

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, Calculation of Service and the temporary teacher demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, a temporary teacher shall be entitled to be maintained on the salary level for a promotions position or to progress to the next step of the common incremental salary scale in Schedule 1 following the completion of:
- 22.4.1 203 days of service as a temporary teacher irrespective of breaks in that service; or
- 22.4.2 an appointment, full time, for a full school year.

23. Casual Teachers

- 23.1 The rates of pay for casual teachers are set out in Schedule 5, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which shall be worked continuously, shall be six and one half hours per day, including a 30 minute break during those hours.
- 23.3 The minimum daily engagement for casual teachers shall be two hours.

- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause shall apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.
- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 5, Table 1 and Table 2.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the Long Service Leave Act 1955 and Determination 5 of 2006, Casual School Teachers Adoption, Bereavement, Maternity, Parental and Personal Carer's Entitlements or its successor, are not affected.
- 23.7 On completing 203 days of casual teacher service, irrespective of breaks in that service, a casual teacher shall progress to the next daily rate of pay pursuant to their classification contained in Schedule 5, Table 1 and Table 2.

24. Relief in Pp6 Or Principal - Environmental Education Centre Or Hospital School Grade 1

- 24.1 Where the qualification period for the payment of higher duties is satisfied:
- 24.1.1 a casual teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 5, Table 3; and
- 24.1.2 a temporary teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 shall be paid the salary of the position on a pro rata basis.
- 24.2 Where a PP6 position or a position as a Principal - Environmental Education Centre or Hospital School Grade 1 has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the PP6 or Principal - Environmental Education Centre or Hospital School Grade 1 on a temporary basis for the remainder of the year.

25. Training and Development

- 25.1 The Director-General shall schedule each year two days during school time for the purpose of system and school training and development.
- 25.2 The Director-General shall approve additional periods during school time for training and development of staff in some system priorities.
- 25.3 The Director-General shall also provide a program of training and development opportunities for staff outside of school hours.

26. Multi Skilling

- 26.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the Director-General may make provisions for teachers to extend or vary classifications on a temporary or permanent basis for:
- 26.1.1 primary teachers to teach Years 7 and 8 and secondary teachers to teach Years 5 and 6 classes;
- 26.1.2 secondary teachers to teach across subject areas in high schools; and
- 26.1.3 secondary or primary teachers to teach in subject areas covered by their qualifications, notwithstanding faculty organisations.

26.2 The Director-General shall:

26.2.1 identify such other long term and short term priority areas for multi skilling to meet the needs of the Department; and

26.2.2 designate any appropriate qualifications and training or course accreditation requirements.

26.3 To retrain teachers for identified priority areas, the Director-General shall establish appropriate retraining courses of appropriate content and duration.

27. Duties as Directed

27.1 The Director-General or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.

27.2 The Director-General may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.

27.3 Any directions issued by the Director-General pursuant to subclauses 27.1 and 27.2 shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

28. Other Part Time Rates of Pay

28.1 Part time rates of pay in schools shall be paid in terms of Schedule 6.

29. Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions

29.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 8.

30. Teachers in Residential Agricultural High Schools - Special Conditions

30.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 9.

31. Dispute Resolution Procedures

31.1 Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:

31.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.

31.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

31.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department, either the School Education Director or at the regional level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

31.1.4 Where the procedures in paragraph 31.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director-General Corporate Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

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

32. No Further Claims

- 32.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2013, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

33. Anti-Discrimination

- 33.1 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.
- 33.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 31, 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 shall 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.
- 33.3 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.
- 33.4 Nothing in this clause is to be taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977; and
- 33.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 33.5 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.

34. Workhealth & Safety

- 34.1 For the purposes of this clause, the following definitions shall apply:
- 34.1.1 A "labour hire business" is a businesses (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
- 34.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 34.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):

- 34.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 34.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 34.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 34.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 34.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

35. Saturday School of Community Languages

- 35.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.10 of Schedule 10) at the Saturday School of Community Languages as ministerial employees in the public sector are exclusively as provided for in Schedule 10 to this award.
- 35.2 Such employment under Schedule 10 of this award is separate from any employment addressed elsewhere in this award under the *Teaching Service Act 1980* or the *Public Sector Employment and Management Act 2002*.

36. Area, Incidence and Duration

- 36.1 This award rescinds and replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Reviewed Award published 3 August 2012 (373 IG 956), and as varied 19 September 2012 published 5 October 2012 (374 I.G. 1387).
- 36.2 This award shall commence on and from 1 January 2013 and remain in force until 31 December 2013.

SCHEDULE 1

Common Incremental Salary Scale

The following salary scale applies to: teachers; education officers; home school liaison officers; Aboriginal student liaison officers and counsellors.

| | Per annum \$ |
|----------------------|--|
| Current salary steps | Salary from the first pay period to commence on or after 1.1.2013 |
| Increase | 2.5% |
| Step 13 | 89,050 |
| Step 12 | 81,242 |
| Step 11 | 78,160 |
| Step 10 | 75,087 |
| Step 9 | 72,010 |
| Step 8 | 68,935 |
| Step 7 | 65,857 |
| Step 6 | 62,777 |
| Step 5 | 59,706 |

| | |
|--------|--------|
| Step 4 | 56,629 |
| Step 3 | 53,840 |
| Step 2 | 50,475 |
| Step 1 | 46,310 |

SCHEDULE 2

Allowances

| Schools | Rates from the first pay period to commence on or after 1.1.2013 |
|--|--|
| Increase | 2.5% |
| Home School Liaison Officer and Aboriginal Student Liaison Officer | 2,615 |
| Teacher in Charge | 4,050 |
| Year Adviser | 3,592 |
| Teachers with Health Education Certificate | 1,293 |
| Teachers other than the principal of classes of students with disabilities | 2,296 |
| Principals, schools for specific purposes | 2,992 |
| Principal of Stewart House | 15,258 |
| Assistant Principal of Stewart House | 10,105 |
| In a central school - DP (Primary), AP | 1,819 |
| Demonstration Schools: | |
| Principal | |
| Class PP1 | 2,641 |
| Class PP2 | 2,344 |
| Other promotion positions | 2,053 |
| Trained Teacher | 1,667 |
| Demonstration lessons: | |
| Teachers in schools required to take demonstration lessons: per lesson | 47.00 |
| In other schools: | |
| per half hour lesson | 56.84 |
| per 40 min. lesson | 75.75 |
| Maximum per annum | 4,279 |
| Residential Agricultural High Schools: | |
| Rostered supervision teachers | 10,105 |
| Head Teacher (Welfare) residential supervision allowance | 1,684 |
| Teacher in charge of residential supervision allowance | 1,730 |
| Principal on call and special responsibility allowance | 15,258 |
| Deputy Principal on call and special responsibility allowance | 13,786 |
| Supervisor of female students | |
| Up to 200 students | 1,802 |
| 201-400 students | 2,900 |
| More than 400 students | 3,592 |

| | |
|--|------------|
| Education Officers: | |
| Non Graduate | |
| Year 2 | 4,639 |
| Year 1 | 4,639 |
| Graduate | |
| Year 2 | 3,623 |
| Year 1 | 3,623 |
| Classification | Amount (*) |
| Executive Principal, Connected Communities | 50,000 |

(*) Allowance payable subject to the Executive Principal Connected Communities satisfying the provisions of subclause 5.9

SCHEDULE 3

Locality Allowances

1. Definitions

1.1 For the purposes of this schedule:

- 1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.
- 1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.
- 1.1.4 "Married couple" means and shall include a teacher and their spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.
- 1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.
- 1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:
- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
 - (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.
 - (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child

of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.

- (iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

| |
|---|
| From the first pay period to commence on or after 1.1.2013 \$ |
| 32 |

- 1.1.7 "School" shall include any school, branch, annex, centre or other establishment to which a teacher is appointed.
- 1.1.8 "Single teacher" means and shall include a widow, widower, divorcee or teacher living separately and apart from their spouse.
- 1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Director-General; provided, however, that transport costs shall not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.
- 1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

2. Part A - Allowances - Climatic Disability

- 2.1 Subject to clause 7 of this schedule, a teacher appointed to a school located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, shall be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.2 Subject to clause 7 of this schedule, a teacher appointed to a school within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Director-General to take into account any special circumstances.
- 2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

| Subclause No. | Climatic Allowances | Rates From the first pay period to commence on or after 1.1.2013 Per annum \$ |
|---------------|--------------------------------------|---|
| Increase | | 2.5% |
| 2.1 | Teacher without dependent partner | 1,233 |
| | Teacher with dependent partner | 1,459 |

| | | |
|-----|-----------------------------------|-----|
| 2.2 | Teacher without dependent partner | 624 |
| | Teacher with dependent partner* | 832 |

* The dependent partner rate is one third greater than the rate for a teacher without a dependent partner.

3. Part B - Allowances - Isolation from Socio Economic Goods and Services

3.1 A teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances

| Group | Rates from the first pay period to commence on or after 1.1.2013 Per annum \$ |
|----------|---|
| Increase | 2.5% |
| 1 | 4,052 |
| 2 | 3,646 |
| 3 | 3,239 |
| 4 | 2,837 |
| 5 | 2,430 |
| 6 | 2,028 |
| 7 | 1,623 |
| 8 | 1,218 |
| 9 | 815 |
| 10 | 406 |

3.2 A teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.

3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances -

| Group | 1st dependent child Rates From the first pay period to commence on or after 1.1.2013 Per annum \$ |
|----------------|--|
| Increase | 2.5% |
| Group 1 | 485 |
| Group 2 | 423 |
| Group 3 | 358 |
| Group 4 | 294 |
| Groups 5 and 6 | 235 |
| Group | 2nd and subsequent dependent child Rates From the first pay period to commence on or after 1.1.2013 Per annum \$ |
| Increase | 2.5% |
| Group 1 | 326 |
| Group 2 | 268 |
| Group 3 | 201 |
| Group 4 | 141 |
| Groups 5 and 6 | 77 |

4. Part C - Allowances - Motor Vehicle

Subject to clause 7 of this schedule, a teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances -

| Group | Rates |
|-------------------|---|
| | From the first pay period to commence on or after 1.1.2013 Per annum |
| Increase | 2.5% |
| | \$ |
| Groups 1, 2 and 3 | 2,178 |
| Groups 4, 5 and 6 | 1,093 |

5. Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of This Schedule

5.1 A teacher, when proceeding on vacation leave, shall be entitled in any calendar year to the payment of certain travel expenses on the following occasions:

5.1.1 if appointed to a school included in Appendix A of this schedule and in:

- (i) Groups 1 and 2 - three vacation journeys;
- (ii) Groups 3, 4, 5 and 6 - two vacation journeys;
- (iii) Group 7 - one vacation journey; or

5.1.2 if appointed to a school covered by Determination 21 of the Determinations made pursuant to section 25 of the Teaching Services Act 1980, one vacation journey; and or

5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the school location, the Director-General considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 shall not apply to a teacher with less than three years' service who, at the date of their engagement for service, was resident in the relevant area.

5.2 A teacher eligible for the payment of travelling expenses under subclause 5.1 shall have those travelling expenses calculated according to the formula for reimbursement set out in Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that the amount of overnight expenses shall be as set out in subclause 5.3 below, subject to the conditions contained in the aforementioned Determination. Provided that the use of a teacher's own car shall not require the approval of the Director-General.

5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

| From the first pay period to commence on or after 1.1.2013 |
|--|
| \$ |
| 38 |

6. Part E - Reimbursement of Certain Expenses Related to Medical Or Dental Treatment

6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a teacher who is appointed to a school included in Appendix A of this schedule, but do not apply to a teacher -

- 6.1.1 who for the time being is on maternity leave; or
 - 6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.
- 6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof shall be paid to that teacher upon written application made to the Director-General.
- 6.2.1 A teacher shall not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.
 - 6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Director-General, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the teacher.
- 6.3 A teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Director-General may reasonably require.
- 6.4 The Director-General shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- 6.5 A teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Director-General's liability for the same. If any such sum shall be recovered subsequently to payment by the Director-General of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Director-General shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Director-General may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.
- 6.6.1 In any such case, the Director-General shall reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

| |
|---|
| From the first pay period to commence on or after 1.1.2013 |
| \$ |
| 32 |

- 6.6.2 If a teacher fails to comply with a requirement made by the Director-General under this subclause, such teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.
- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that

teacher is entitled. Provided that this clause shall be without prejudice to the right of the Director-General in their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.

- 6.8 The Director-General shall be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

7. Part F - Payment of Allowances According to Marital Status (Payment of Allowances Regardless of Marital Status)

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
 - 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;
 - 7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
 - 7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and
 - 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

8. Part G - Locality Allowance Committee

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Director-General and the Federation;
 - 8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and
 - 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the Director-General and the Federation;
 - 8.2.2 elect its own chairperson, who shall not have a casting vote;

8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and

8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the *Industrial Relations Act 1996*.

APPENDIX A

Allowance For Isolation From Socio Economic Goods And Services

Groupings of Schools

| | | | | |
|---|---|---|---|--|
| Group 1 (11) Clare Pooncarie | Enngonia Tibooburra | Goodooga CS Wanaaring | Louth Weilmoringle | Marra Creek White Cliffs |
| Group 2 (11) Baryulgil Hatfield | Booligal Hill End | Boomi Ivanhoe | Bullarah Menindee | Ellerston Wilcannia CS |
| Group 3 (12) Bylong Upper Lightning Ridge Rowena | Cabramurra Mingoola | Carinda Moonan Flat | Corinella Nowendoc | Jerangle Quambone |
| Group 4 (25) Bellbrook Drake Kingstown Palinyewah Wongwibinda | Blackville Ebor Mallawa Reid's Flat Wooli | Carrathool Fairfax Mungindi Tullibigeal Wyaliba | Collarenebri Garah Naradhan Tulloona Yarrowitch | Croppa Creek Hermidale Niangala Wollar |
| Group 5 (40) Bigga Cassilis Eumungerie Hargraves Millbank Pyramul Sofala Trunkay | Bonalbo Chandler Girilambone Jackadgery North Star Rankins Springs Spring Ridge Windeyer | Bribbaree Dundurrabin Glen Alice Jugiong Nymboida Rollands Plains Tabulam Yetman | Burruga Elands Glenreagh Mallan Old Bonalbo Rosewood Tambar Springs | Burren Junction Euabalong West Gwabegar Mayrung Premer Rugby Tooraweenah |
| Group 6 (33) Ballimore Bonshaw Deepwater Hernani Mullaley Talbingo Walgett Community College HS & PS | Bedgerabong Brewarrina CS Emmaville Humula Pallamallawa Toomelah Wattle Flat | Bellata Bundarra Five Mile Tree Lansdowne Upper Rand Tottenham Wimmimah | Belltrees Caragabal Goolma Long Flat Rouchel Ulong | Bendemeer Conargo Grevillia Medlow Stuart Town Wambangalang EEC |
| Group 7 (58) Ashford Bobin Cargo Ellangowan | Barkers Vale Bogan Gate Coolongolook Euchareena | Ben Lomond Bungwahl Copmanhurst Gravesend | Bendick Murrell Bunnaloo Dalgety Greenethorpe | Balranald Burcher Dungowan Hannam Vale |

| | | | | |
|---|---|--|--|--|
| Khancoban Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek | Lake Cargelligo Mullengandra Orama Savernake Towamba Willawarrin Woolomin | Lowanna Mumbil Pilliga Somerton Tucabia Urbenville Walhallow | Mallanganee Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam | Mangoplah Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle |
| Group 8 (79) Afterlee Beckom Boree Creek Cabbage Tree Island Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton | Ando Bemboka Bourke HS & PS Carroll Currabubula Errowanbang Gooloogong Johns River Lowesdale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham | Ardlethan Binalong Brocklesby Collins Creek Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong | Attunga Binya Burrumbuttock Comboyne Dorroughby EEC Euston Illabo Krumbach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum WhianWhian | Balldale Blighty Byabarra Cowper Duri Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock |
| Group 9 (68) Ariah Park Brungle Coffee Camp Coutts Crossing Eureka Ilford Mandurama | Bald Blair Burringbar Collingullie Darlington Pt Gerogery Jennings Manildra | Barellan Channon, The Collombatti Rail Delungra Geurie Kentucky Marrar | Barmedman Clergate Coolah Eltham Grong Grong Kootingal Merriwa | Blandford Clunes Coramba Eungai Gum Flat Maimuru Milbrulong |
| Mitchells Island Newbridge Oxley Island Quaama Stratford Uranquinty Wombat | Moteagle Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon | Mullion Creek Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah Woodford Dale | Murrurundi Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen | Neville Orara Upper Pottsville Beach Spring Hill Urana Wardell |
| Group 10 (116) Adaminaby Berridale Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh | Adelong Bexhill Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head | Barham HS & PS Bibbenluke Bodalla Borenore Carcoar Chillingham Coopernook Crowdy Head Dorrigo HS & PS Empire Vale Ghinni Ghinni | Barrington Bingara Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gilgai | Batlow Binnaway Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Gladstone |

| | | | | |
|-----------------|----------------|-----------------|----------------|-------------|
| Goolmangar | Goonengerry | Harrington | Hérons Creek | Hillston |
| Howlong | Huntingdon | Jerilderie | Jindabyne | Jindera |
| Karang | Kellys Plains | Kendall | Kinchela | Laggan |
| Lansdowne | Lawrence | Leeville | Lennox Head | Lockhart |
| Main Arm Upper | Martindale | Mathoura | Millthorpe | Modanville |
| Mogo | Nanima | Nemingha | Nyngan HS & PS | Smithtown |
| Old Bar | Pearces Creek | Repton | Rous | Scotts Head |
| Spring Terrace | Stokers Siding | Stuarts Point | Table Top | Tanja |
| Tathra | Terranora | Teven-Tintenbar | Tinonee | Warren CS |
| Wee Waa HS & PS | Wentworth | Willow Tree | Wilsons Creek | Woodburn |
| Wyrallah | Yenda | Yeoval | Yerong Creek | |

SCHEDULE 4

Salaries - Promotion Classifications in the Teaching Service

| Classification | Salary from the first pay period to commence on or after 1.1.2013 Per annum \$ |
|---|--|
| Schools | \$ |
| Increase | 2.5% |
| High School Principal | |
| Grade 1 (PH1) | 153,050 |
| Grade 2 (PH2) | 146,639 |
| Central School Principals | |
| PC1 | 144,527 |
| PC2 | 133,275 |
| PC3 | 127,877 |
| PC4 | 123,585 |
| Primary School Principal | |
| PP1 | 143,127 |
| PP2 | 131,985 |
| PP3 | 126,636 |
| PP4 | 122,390 |
| PP5 | 119,654 |
| PP6 | 102,482 |
| Executive Principal, Connected Communities | 169,125 |
| Principal - Environmental Education Centre or Hospital School Grade 2 | 119,654 |
| Principal - Environmental Education Centre or Hospital School Grade 1 | 102,482 |
| High School Deputy Principal | |
| Deputy Principal (Secondary) Central School | 119,654 |
| Primary School Deputy Principal | |
| Deputy Principal (Primary) Central School | 119,654 |
| Assistant Principal Primary School | |
| Assistant Principal Central School | 102,482 |
| Head Teacher High School | |
| Head Teacher Central School | |
| Highly Accomplished Teacher | 102,482 |
| District Guidance Officer | |
| Senior Assistant in Schools | 91,365 |

| Classification | Salary from the first pay period to commence on or after 1.1.2013 Per annum \$ |
|--|--|
| Non-school Based Teaching Service Classifications Salary Scales | |
| Increase | 2.5% |
| Principal Education Officer | 133,426 |
| Senior Education Officer Class 2 | 120,252 |
| Senior Education Officer Class 1 | |
| Year 3 | 110,951 |
| Year 2 | 106,718 |
| Year 1 | 102,482 |

SCHEDULE 5

Rates of Pay - Casual Teachers

Table 1

| Trained Teachers | Rates From the first pay period to commence on or after 1.1.2013 Per day \$ |
|------------------|---|
| Increase | 2.5% |
| 4YT Steps | |
| 4 | 356.56 |
| 3 | 340.64 |
| 2** | 324.72 |
| 1 | 308.82 |
| 3YT Steps | |
| 5 | 340.64 |
| 4 | 324.72 |
| 3 | 308.82 |
| 2 | 292.91 |
| 1 | 278.47 |
| 2YT Steps | |
| 4 | 308.82 |
| 3 | 292.91 |
| 2 | 278.47 |
| 1 | 261.06 |

** 5YT trained casual school teachers commence on step 2, 4YT rates of pay

Table 2

| Conditionally Trained Teachers | Rates From the first pay period to commence on or after 1.1.2013 Per day \$ |
|--------------------------------|---|
| Increase | 2.5% |
| C (5YT) Steps | |
| 4 | 356.56 |
| 3 | 340.64 |
| Y1-2 | 324.72 |

| | |
|---------------|--------|
| C (4YT) Steps | |
| 4 | 340.64 |
| 3 | 324.72 |
| Y1-2 | 308.82 |
| C (3YT) Steps | |
| 4 | 308.82 |
| 3 | 292.91 |
| Y1-2 | 278.47 |
| C (2YT) Steps | |
| 3 | 278.47 |
| Y1-2 | 261.06 |

In the case of casual teachers relieving in positions of PP6 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay shall be as follows:

Table 3

| | Rates From the first pay period to commence on or after 1.1.2013 Per day \$ |
|---|---|
| Increase | 2.5% |
| Casual PP6, Principal - Environmental Education Centre or Hospital School Grade 1 | 530.07 |

SCHEDULE 6

Other Part time Rate of Pay

| Classification | Rates From the first pay period to commence on or after 1.1.2013 Per day \$ |
|---|---|
| Increase | 2.5% |
| Teacher in Charge | 23.30 |
| Demonstration Schools | 9.66 |
| Teachers of classes of students with disabilities | 13.19 |
| | Per hour \$ |
| Needlework/Craft Teacher | 41.57 |

SCHEDULE 7

Excess Travel and Compensation for Travel on Official Business

PART A

Excess Travel

1. Definitions

1.1 For the purpose of Part A of this Schedule:

1.1.1 "Excess travel" means, for the purposes of clauses 3 and 4, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the teacher's home and headquarters;
- (ii) on any day where the teacher is required during the day to travel from one school to another.

1.1.2 "Headquarters" means that school where the major part of the teacher's duties are performed; or if the teacher is appointed to two schools on an equal time basis, then the headquarters school shall be the school nearest to the teacher's place of residence. Provided that where a teacher is appointed to two schools on an equal time basis and has previously had a school nominated as their headquarters school, that school shall be retained as the headquarters while they continue to teach at that school, notwithstanding a change to the other school.

1.1.3 "Teaching Program" means all face to face teaching and other duties that take place during the teacher's normal hours of schooling.

2. Teaching in More Than One School

2.1 Where in any school a teacher, including a temporary teacher, cannot be, or has not been, allocated a complete teaching load, the teacher may be timetabled to teach in more than one school. Such teachers include Teacher Librarians and Teachers of English as a Second Language. The following provisions in relation to payment for excess travel time and for excess travel shall apply:

3. Payment for Excess Travel Time

3.1 If in order to perform the teacher's approved teaching program, the teacher is required to travel outside the teacher's required attendance hours for the particular school from the teacher's home to school and/or from a school to the teacher's home, the teacher shall be paid for excess time occupied in travelling, subject to:

3.1.1 There shall be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.

3.1.2 Periods of less than one quarter of an hour on any one day shall be disregarded.

3.1.3 Travelling time shall not include any period of travel between 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and sleeping facilities have been provided for the teacher.

3.1.4 Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

3.1.5 No time spent in performing duties shall be counted as travelling time.

3.1.6 The teacher is otherwise not compensated for excess travelling time by way of allowance or time off in lieu.

3.2 Payment for excess travelling time shall be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

$$\frac{\text{Annual Salary} \times 7}{365} \times \frac{1}{30}$$

- 3.3 Teachers who are in receipt of a salary in excess of the rate applicable to the eleventh step of the common incremental salary scale set out in Schedule 1, shall be paid travelling time calculated at the rate applicable to the abovementioned eleventh step.

4. Payment for Excess Travel

- 4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as follows:

4.1.1 up to 8,000 km per annum - 74.0 cents per km;

4.1.2 over 8,000 km per annum - 29.6 cents per km.

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Director General of the Premier's Department.

- 4.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one school to another, shall be determined in accordance with the provisions of subclauses 4.1 to 4.8 inclusive.

- 4.3 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

| Distance Home to Headquarters (One Way) Kilometres | Deduction Kilometres |
|--|---|
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 | 4 |
| 5 | 5 |
| 6 | 6 |
| 7 | 7 |
| 8 | 8 |
| 9 | 9 |
| 10 | 10 |
| 11-29 | 10 |
| 30 or more | 10 plus 2 km for each km above 29 km from home to headquarters. |

- 4.4 Provided that when the above deduction in subclause 4.3 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the follow schedule:

| Home to Headquarters (One Way) Kilometres | Add Kilometres |
|---|-------------------|
| 29-35 | 1 |
| 36-40 | 2 |
| 41-45 | 3 |
| 46-50 | 4 |
| 51-55 | 5 |
| 56-60 | 6 |
| 61-65 | 7 |
| 66 and over | 8 |

- 4.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 4.6 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 4.6.1 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 4.6.2 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 4.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 4.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

PART B

Compensation for Travel on Official Business

1. Definitions

1.1 For the purpose of Part B of this Schedule:

1.1.1 "Headquarters" for a teacher means the school or administrative centre nominated by the Director-General for the particular teacher.

1.1.2 "Teacher" means a permanent or temporary teacher employed in the Teaching Service, but does not mean, unless otherwise specified, a casual teacher.

"Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English Teachers (LOTE), Support Teachers Learning Difficulties (STLD's), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.

2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
- 3.1 Payment, on a case by case basis, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in subclause 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.
4. The use of a teacher's private motor vehicle on official business is not mandatory.

5. Official Business Rate -

5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:

5.1.1 an official vehicle is available;

5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.

5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.

5.3 The rate paid is that specified at clause 9 of this schedule.

6. Casual Rate -

6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:

6.1.1 an official vehicle is available;

6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.

6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.

6.3 The rate paid is that specified at clause 9 of this schedule.

7. Payment of 2601 Cc Or More Motor Vehicle Rate -

7.1 Where the Teacher's Normal Duties Are Performed Within the Sydney Region (as Defined By the Department of Planning) the Maximum Per Kilometre Rate Payable Shall be the 1601 to 2600 Cc Rate.

7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.

7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

8. Daily Deduction -

8.1 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

| Distance Home to Headquarters (One Way) | Deduction |
|---|---|
| Kilometres | Kilometres |
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 | 4 |
| 5 | 5 |
| 6 | 6 |
| 7 | 7 |
| 8 | 8 |
| 9 | 9 |
| 10 | 10 |
| 11-29 | 10 |
| 30 or more | 10 plus 2 km for each km above 29 km from home to headquarters. |

- 8.2 Provided that when the above deduction in subclause 8.1 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

| Home to Headquarters (One Way) | Add |
|-----------------------------------|------------|
| Kilometres | Kilometres |
| 29-35 | 1 |
| 36-40 | 2 |
| 41-45 | 3 |
| 46-50 | 4 |
| 51-55 | 5 |
| 56-60 | 6 |
| 61-65 | 7 |
| 66 and over | 8 |

- 8.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 8.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 8.5 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 8.6 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 8.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 8.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

9. Official Business and Casual Rate -

| Clause of Schedule which applies | Rate/Vehicle Engine Capacity | Cents Per Km | |
|----------------------------------|------------------------------|------------------------|----------------------------|
| 5 | Official Business Rate | 0 - 8,000 km per annum | 8,001 km or more per annum |
| | 1600 cc or less | 63 | 25.2 |
| | 1601 - 2600 cc | 74 | 29.6 |
| | 2601 cc or more | 75 | 30 |
| 6 | Casual Rate | | |
| | 1600 cc or less | 25.2 | |
| | 1601- 2600 cc | 29.6 | |
| | 2601 cc or more | 30 | |

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Director-General, Department of Premier and Cabinet.

SCHEDULE 8

Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers

Qualifications and Appointments -

1. Officers who are employed as teachers and persons who, in the opinion of the Director-General, have the appropriate qualifications to be employed as teachers shall be eligible to apply for appointment as home school liaison officers.
2. Officers who are employed as teachers and persons who, in the opinion of the Director-General, have the appropriate qualifications and or experience to be appointed as Aboriginal student liaison officers shall be eligible to apply for temporary appointment as Aboriginal student liaison officers.
3. A successful applicant for appointment to a vacant position of home school liaison officer or Aboriginal student liaison officer shall, subject to Sections 50 and 51 of the Teaching Service Act 1980, be temporarily appointed to a specified location and for a specified period determined by the Director-General.

Duties -

4. Home school liaison officers and Aboriginal student liaison officers shall be responsible for those duties as determined by the Director-General and shall be directly responsible to an officer or such other person(s) as determined by the Director-General.

Training -

5. Successful applicants for the position of home school liaison officer or Aboriginal student liaison officer shall, following temporary appointment to specified positions or locations, be required as part of their duties to undergo a course of training of a nature and for a period prescribed by the Director-General.
6. Home school liaison officers and Aboriginal student liaison officers whose homes are 100kms or more from the training course centre shall be eligible for financial assistance as provided by the Department towards the cost of temporary accommodation used while on the course and for travel between their homes in New South Wales and the course at the beginning and end of the course and on one weekend during the course. In addition, travel costs in excess of those for daily travel to the course incurred in attending at locations other than the course centre, on program requirements, shall be reimbursed.

Salaries -

Home School Liaison Officers -

7. On temporary appointment as a home school liaison officer a teacher shall continue to receive their current substantive teaching salary and shall continue to progress on the appropriate step on the common incremental salary scale on their normal teaching incremental date subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award. A person not being an officer shall on appointment as a home school liaison officer be paid an annual salary according to their qualifications and status as if they were appointed as a teacher covered by the award and shall progress on the common incremental salary scale on an incremental date determined by the date of their appointment as a home school liaison officer subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award.

Aboriginal Student Liaison Officers -

8. Minimum salaries on commencement of employment and progression thereafter under the common incremental salary scale as set out in Schedule 1 of this award are determined as follows:

Aboriginal student liaison officers who are:

Non-graduates - step 3

Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime shall not be paid for hours worked in excess of seven hours per day and no compensatory leave shall be allowed for evening, Saturday or Sunday work. In addition, no compensation shall be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers shall receive:
 - 10.1 an allowance as provided for in paragraph 4.2.1 of clause 5, Allowances, and Schedule 2; and
 - 10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave shall be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Director-General.

Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers shall enjoy the hours and conditions of employment applying to other non-school based teaching service personnel.
12. The ordinary hours of work, exclusive of meal times, shall be 35 per week to be worked Monday to Friday inclusive and to commence on such days at or after 8.00am and conclude on or before 6.00pm. Provided that, where required, a home school liaison officer or Aboriginal student liaison officer shall be required to work beyond these normal hours on weekdays and to work on weekends.

13. Annual recreation leave shall accrue at the rate of four weeks per year.
14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer shall be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.
15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.

Subsequent Employment -

Home School Liaison Officers -

16. An officer appointed as a home school liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person other than an officer appointed as a home school liaison officer shall, on completion of the period of their appointment, be appointed, pursuant to Section 47 of the Teaching Service Act as a permanent teacher. Provided that if the person holds a Teachers Certificate this permanent appointment shall not be probationary as provided for in Section 48 of the Teaching Service Act. Provided further that all persons appointed as home school liaison officers shall be given a permanent appointment as a teacher as provided for above in priority to all other persons on any teacher employment waiting list. Provided always that the home school liaison officer may elect to accept a temporary appointment as a teacher.

Aboriginal Student Liaison Officers -

18. An officer appointed as an Aboriginal student liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to an appropriate teaching service position.

SCHEDULE 9

Special Conditions Covering Teachers at Residential Agricultural High Schools

1. Special Conditions -
 - 1.1 The principal, following consultation with a representative nominated by the staff in a residential agricultural high school, shall prepare detailed information on the duties of teachers and the conditions of employment in the school. This information shall include rostered duty requirements, residential requirements and other information that shall assist both new appointments and teachers who may be transferred to the school by the Director-General.
 - 1.2 All new teachers at the schools shall be supplied with a copy of this information before accepting appointment to the school.
2. All new vacant positions shall be deemed to be special fitness positions, provided that the Director-General shall retain the right to fill any vacant positions by way of transfer or such other manner as considered appropriate.
3. Subject to the availability of accommodation, all teachers appointed to vacant positions in the schools shall be required to reside on the school site for a minimum period of three years.
4. Following the minimum period referred to in clause 3 of this schedule, and subject to the needs of the school, teachers may apply for a further residence on-site for another two year period. Thereafter a teacher may seek an extension of residency and tenure beyond this two year period.

5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site shall be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.
6. A library supervisor shall be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.

In selecting a library supervisor the principal shall, as he or she considers appropriate, give priority to employing trained teachers.
7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.
8. The duties of the head teachers (welfare) shall include:
 - 8.1 undertaking rostered supervision duty;
 - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
 - 8.3 implementation of student supervision rosters;
 - 8.4 supervision of teachers on roster duty;
 - 8.5 responsibility for school welfare programs.
9. At each school, one teacher in charge of residential supervision shall be appointed by the principal (consistent with subclause 2.47 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 2.
10. Educational programs shall be provided for all students at the school, up to and including the last school day of all four school terms.
11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, shall be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
 - 11.1 Teachers on a full rostered program shall be required to undertake one rostered duty in every ten days during the designated school year.
 - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and shall be paid the rostered supervision allowance on a pro rata basis.
 - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, shall determine the most appropriate staffing roster.
 - 11.4 The size and composition of rostered duty teams shall be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
 - 11.5 Teachers on rostered supervision duty shall be provided with free meals at the school for the duration of their rostered duty.
 - 11.6 Staff on rostered duty shall be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks shall be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances

or the exigencies of the school on a particular day makes this impractical. There shall be no requirement to engage casual labour as a result of staff taking such breaks.

12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 shall be paid on the basis that:
 - 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
 - 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period shall operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
 - 12.3 During the on call period there shall be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
 - 12.4 Teachers who are absent on leave for one term or more shall lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one shall be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
 - 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher shall be entitled to be paid.
13. An additional allowance based on the average rate for a rostered duty shall be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
14. The head teacher (welfare) shall be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 2.
15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
16. The Department shall investigate providing
 - 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers shall be provided.
 - 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

SCHEDULE 10

Saturday School of Community Languages

1. Arrangement

| Clause No. | Subject Matter |
|------------|---------------------------------------|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Employment Jurisdiction |
| 4. | Recruitment and Appointment |
| 5. | Allocation to Centres and Classes |
| 6. | Duties as Directed |
| 7. | Remuneration |
| 8. | Travel Expenses |
| 9. | Training and Development |
| 10. | Recognition of Service |
| 11. | Anti-Discrimination |
| 12. | Parental Leave and Other Entitlements |
| 13. | Dispute Resolution Procedures |
| 14. | No Further Claims |
| 15. | Good and Services Tax |
| 16. | Deduction of Union Membership Fees |
| 17. | Secure Employment |
| 18. | WorkHealth and Safety |

Table 1 - Remuneration, Monetary Rates

2. Definitions

- 2.1 "Appointed Saturday School Community Language Teacher" means an employee who has been appointed to an ongoing position at Saturday School of Community Languages.
- 2.2 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.3 "Centre" means a location at which language teaching and learning is conducted by the Saturday School of Community Languages.
- 2.4 "Conditionally Approved Saturday School Community Language Teacher" means an employee who is responsible as part of a team for the educational instruction of students in a Centre of the Saturday School of Community Languages whose approval to teach is conditional upon completion of the Saturday School Language Intensive Methodology Course or equivalent educational requirements as determined by the Director-General.
- 2.5 "Casual Saturday School Community Language Teacher" means an employee who is not appointed to an ongoing position at the Saturday School of Community Languages.
- 2.6 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Saturday School of Community Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.7 "Department" means the Department of Education and Communities.
- 2.8 "Director of Curriculum Support" means the officer appointed by the Director-General to be responsible for the operation of the Curriculum Directorate of the Department.
- 2.9 "Director-General" means the Director-General of Education and Communities.

- 2.10 "Employee" means an Appointed Saturday School Community Language Teacher, a Casual Saturday School Community Language Teacher, Conditionally Approved Saturday School Community Language Teacher, Curriculum Co-ordinator, Assistant Supervisor or Supervisor engaged at the Saturday School of Community Languages pursuant to s.47 of the *Constitution Act 1902* (NSW).
- 2.11 "Federation" means the New South Wales Teachers Federation.
- 2.12 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.13 "Minister" means the Minister for Education .
- 2.14 "Parties" means the Department and the Federation.
- 2.15 "Principal, Saturday School of Community Languages" means the officer appointed by the Director-General to be responsible for the operation of the Saturday School of Community Languages.
- 2.16 "Saturday School Community Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.17 "Saturday School of Community Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.18 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Saturday School of Community Languages.

3. Employment Jurisdiction

- 3.1 The employment jurisdiction conferred upon the Minister by the *Constitution Act 1902* is intended by the parties to remain unaltered by anything contained in this Schedule.

4. Recruitment and Appointment

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Saturday School of Community Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment shall be conditional on:
- 4.2.1 the Saturday School of Community Languages' ongoing need for the service provided; and
- 4.2.2 satisfactory performance of duties.
- 4.3 For appointed employees satisfactory performance of duties shall be appraised by annual review which may, where appropriate, and in paid time, be supported by:
- (i) conferences between the employee and principal or nominee;
- (ii) observations of educational programs;
- (iii) review of documentation such as lesson planning, lesson materials and student work plan, evaluations and reports.
- 4.4 In implementing the annual review the following shall be taken into account:
- (i) the level of experience of the employee (so that less experienced employees are given greater attention); and

- (ii) the particular circumstances of the centre.
- 4.5 The annual review shall be supported by way of a new teacher assessment and review schedule which will be negotiated by the parties.
- 4.6 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclauses 4.7, 4.8 and 4.9 of this clause.
- 4.7 Persons appointed as Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers, Conditionally Approved Saturday School Community Language Teachers, Curriculum Co-ordinators, Assistant Supervisors and Supervisors are required to possess appropriate qualifications or experience as determined by the Director-General following consultation with the Teachers Federation.
- 4.8 Saturday School Community Language Teachers are required to possess either a teaching qualification or a language teaching methodology qualification (eg the Saturday School Language Intensive Methodology Course).
- 4.9 Conditionally Approved Saturday School Community Language Teachers are required to complete an appropriate languages methodology course as determined by the Director-General following consultation with the Teachers Federation, during their period of employment. Payment for participation in the course shall be in accordance with subclause 9.4 of clause 9, Training and Development.

5. Allocation to Centres and Classes

- 5.1 Allocation of employees to Centres and classes shall be the responsibility of the Principal, Saturday School of Community Languages. The Principal shall consider the following matters in the allocation to Centres and classes:
- 5.1.1 continuity of educational programs;
- 5.1.2 distance travelled from home to centre; and
- 5.1.3 curriculum needs of the centre.

6. Duties as Directed

- 6.1 The Director-General, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.
- 6.2 The Director-General may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 6.3 Any directions issued by the Director-General pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

7. Remuneration

- 7.1 Rates of pay shall be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.

- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Saturday School of Community Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Saturday School of Community Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for these classifications of teachers shall be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week
- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For an Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher or Conditionally Approved Saturday School Community Language Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Saturday School of Community Languages. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.8 An Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher and Conditionally Approved Saturday School Community Language Teachers approved paid hours as prescribed in subclause 7.6 include 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Appointed Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.
- 7.10 Salary packaging
- 7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 7.10.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not

limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

7.10.3 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

7.10.4 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

7.10.4.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

7.10.4.2 any administrative fees.

7.10.5 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

7.10.5.1 Superannuation Guarantee Contributions;

7.10.5.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

7.10.5.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

8. Travel Expenses

8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses shall be paid in accordance with the provisions applying to other Departmental teachers.

8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

9. Training and Development

9.1 The Department confirms its commitment to training and development for employees and shall provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Saturday School of Community Languages. The Department has an expectation that employees shall attend appropriate staff development and curriculum co-ordination activities. The appropriateness of the activities shall be determined by the Principal, Saturday School of Community Languages in consultation with Supervisors.

9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Saturday School of Community Languages.

9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.

9.4 Conditionally Approved Saturday School Community Language Teachers shall have the opportunity to undertake an appropriate language methodology course as determined by the Director-General following consultation with the Federation. Any time spent on workshop components of such a course up to a maximum of fifty-five hours shall be paid. Time spent on any workshop components of an appropriate language methodology course as determined by the Director-General shall be paid at the hourly rate prescribed for Conditionally Approved Saturday School Community Language Teachers as set out in

Table 1 - Monetary Rates. Such payment shall be made for each workshop attended. Payment shall be made at the conclusion of the course.

10. Recognition of Service

- 10.1 Employees holding a Departmental approval to teach in regular government schools in New South Wales, not otherwise permanently employed by the Department, shall have service at the Saturday School of Community Languages from 4 August 1995 recognised as service with the Department, on the basis that each six approved paid hours at the Saturday School of Community Languages, pursuant to clause 7, Remuneration shall be equivalent to one day of service.
- 10.2 Employees holding a Departmental approval to teach in regular government schools in NSW but not otherwise permanently employed by the Department shall have service at the Saturday School of Community Languages from 4 August 1995 recognised for the purposes of incremental progression on permanent appointment to the Department.

11. Anti-Discrimination

- 11.1 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.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1997*;
- 11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. Parental Leave and Other Entitlements

- 12.1 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).
- 12.1.1 The Director-General must not fail to re-engage an 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 employees are not affected, other than in accordance with this clause.

12.2 Personal Carers Entitlements

12.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4.2 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 12.2.4, and the notice requirements set out in 12.2.5.

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

12.2.3 The Director-General must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not to engage an employee are otherwise not affected.

12.2.4 The 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 employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

12.2.5 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day 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 of such absence, the employee will inform the Director-General within 24 hours of the absence.

12.3 Bereavement entitlements

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

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

12.3.3 The Director-General must not fail to re-engage a 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 employee are otherwise not affected.

12.3.4 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the 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.

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

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

12.4.2 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.

13. Dispute Resolution Procedures

13.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:

13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.

13.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

13.2 Where the above procedures in subparagraph 13.1 do not lead to a resolution of the dispute, the matter shall be referred to the Deputy Director-General Corporate Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.

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

14. No Further Claims

- 14.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2013 in relation to matters expressly contained in this schedule.

15. Goods and Services Tax

- 15.1 The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the award. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the *Industrial Relations Act* 1996) having regard to the impact on wages of the goods and services tax, the Federation reserves the right to make application to the Industrial Relations Commission in relation to that decision.

16. Deduction of Union Membership Fees

- 16.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 16.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject 16.1 and 16.2 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.
- 16.4 Monies so deducted from employees' 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.
- 16.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 16.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. Secure Employment

- 17.1 A Casual Saturday School Community Language Teacher engaged on a regular and systematic basis during two consecutive terms (equivalent to 20 Saturdays) in a calendar year shall thereafter have the right to elect to have his or her ongoing contract of employment converted to Appointed Saturday School Community Language Teacher status if the position is to continue beyond the conversion process prescribed by this clause. Casual engagements which do not give a teacher the right to elect because that would contravene paragraph 17.4 will be identified on engagement.
- 17.2 The Department shall give the Casual Saturday School Community Language Teacher notice in writing of the provisions of this clause within four weeks of the Casual Saturday School Community Language Teacher having attained such period of two consecutive school terms. However, the Casual Saturday School Community Language Teacher retains his or her right of election under this clause if the Department fails to comply with this notice requirement.
- 17.3 Any Casual Saturday School Community Language Teacher who has a right to elect under subclause 17.1, upon receiving notice under subclause 17.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Department that he or she seeks to elect to be converted to Appointed Saturday School Community Language Teacher status and within four weeks of receiving such notice from the Casual Saturday School Community Language Teacher, the Department shall consent to or refuse the election, but shall not unreasonably so refuse.

- 17.4 When deciding whether to consent or refuse an election made in accordance with paragraph 17.3, the Department will not consent to conversion if conversion would result in the Casual Saturday School Community Language Teacher being appointed to a position which is already occupied by an Appointed Saturday School Community Language Teacher who is on leave or otherwise absent.
- 17.5 Where the Department refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Casual Saturday School Community Language Teacher 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.
- 17.6 Any Casual Saturday School Community Language Teacher who does not, within four weeks of receiving written notice from the Department, elect to convert his or her ongoing contract of employment will be deemed to have elected against any such appointment.
- 17.7 If there is any dispute about the arrangements to apply to a Casual Saturday School Community Language Teacher electing to be appointed, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 17.8 A Casual Saturday School Community Language Teacher must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
- 17.9 This clause will take effect for appointments commencing in 2007.

18. Workhealth and Safety

- 18.1 For the purposes of this clause, the following definitions shall apply:
- 18.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 18.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 18.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 18.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 18.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 18.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 18.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

SCHEDULE 10

Table 1 - Remuneration, Monetary Rates

Saturday School of Community Languages

| Classification | Saturday Sessional rate from the first pay period to commence on or after 1.1.2013 \$ |
|-------------------------|--|
| Increase | 2.5% |
| Supervisor | 680.08 |
| Assistant Supervisor | 538.89 |
| Curriculum Co-ordinator | 538.89 |

| Classification | Hourly rate from the first pay period to commence on or after 1.1.2013 \$ |
|--------------------------------|--|
| Increase | 2.5% |
| Supervisor | 113.34 |
| Assistant Supervisor | 89.82 |
| Curriculum Co-ordinator | 89.82 |
| Teacher | 73.80 |
| Conditionally Approved Teacher | 68.64 |

W. R. HAYLEN J

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND STAFF) ENTERPRISE AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Cricket and Sports Ground Trust.

(No. IRC 1139 of 2012)

Before Commissioner Bishop

20 November 2012

AWARD

1. Arrangement

| Clause No. | Subject Matter |
|------------|--|
| 1. | Arrangement |
| 2. | Title |
| 3. | Coverage |
| 4. | Definitions |
| 5. | Intent of the Enterprise Award |
| 6. | Commitment to Improving Productivity, Efficiency and Flexibility |
| 7. | Full-time, Part-time and Casual Employees |
| 8. | Hours of Work |
| 9. | Meal Allowance |
| 10. | Meal Breaks |
| 11. | Excess Hours |
| 12. | Public Holidays |
| 13. | Annual Leave |
| 14. | Sick Leave |
| 15. | Personal/Carers Leave |
| 16. | Bereavement Leave |
| 17. | Income Protection Plan |
| 18. | Induction/Training |
| 19. | Consultative Committee |
| 20. | Occupational Health and Safety |
| 21. | Labour Flexibility |
| 22. | Additional Functions |
| 23. | Supplementary Staff |
| 24. | Working in the Rain |
| 25. | Acting Supervisor |
| 26. | Change Rooms |
| 27. | Tools |
| 28. | Trust Uniform and Personal Identification |
| 29. | Job Representative |
| 30. | Wage Rates |
| 31. | Payment of Wages |
| 32. | Terms of Engagement |
| 33. | Redundancy |
| 34. | No Extra Claims |
| 35. | Long Service Leave |
| 36. | Grievance and Dispute Procedures |
| 37. | Declaration |
| 38. | Provision of Training |

39. Commencement and Duration
40. Jury Service
41. Superannuation
42. Anti-Discrimination

Part B

- Table 1
- Table 2

2. Title

This Enterprise Award shall be known as the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2012.

3. Coverage

- 3.1 This Enterprise Award shall apply to all Ground Staff employed by the Sydney Cricket and Sports Ground Trust at the Moore Park site, previously regulated by the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2011 made by the New South Wales Industrial Relations Commission. This Enterprise Award shall prevail to the extent of any inconsistency.
- 3.2 This Enterprise Award shall apply to:
 - 3.2.1 Sydney Cricket and Sports Ground Trust ("the Trust")
 - 3.2.2 Employees engaged by the Trust to work in the Grounds Department, including apprentices, greenkeepers, mechanics, grounds persons and gardeners.

4. Definitions

- 4.1 "Enterprise Award" means the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2012.
- 4.2 "Operative Date" means the date on which this Enterprise Award is made by the Commission and becomes legally binding on the parties.
- 4.3 "Enterprise" means the Sydney Cricket and Sports Ground Trust.
- 4.4 "Grounds Person Grade D" shall mean an employee of school leaving age who has entered into a formal traineeship or training relationship or apprenticeship with the Sydney Cricket and Sports Ground Trust in accordance with the Theatrical Employees (Training Wage)(State) Award.

An employee at this level shall work under the direct supervision of a Grounds Person Grade B or higher. An employee at this level shall not necessarily be guaranteed ongoing employment beyond their traineeship.

- 4.5 "Union" means The Australian Workers' Union, New South Wales
- 4.6 "Grounds Person Grade C" shall mean an employee with recognised industry experience appropriate to the operational needs of the Trust and who is undertaking a structured courses in Greenkeeping or a Horticultural Diploma or other qualification deemed relevant by the Trust at an approved TAFE College.

Upon the successful completion of the approved course(s) of study, a Grade C employee will, subject to the satisfactory performance of their duties, have the expectation of ongoing employment by the Trust.

- 4.7 "Grounds Person Grade B" shall be an employee holding a Greenkeepers Certificate or Horticultural Certificate or other appropriate trade qualification

- 4.8 "Grounds Person Grade A" shall mean:
- 4.8.1 an employee who holds a recognised Tertiary qualification relevant to the operational needs of the Trust; or
 - 4.8.2 an employee who holds a dual green keepers and horticultural qualifications or equivalent quantification recognised by the Trust and who has completed at least one years' service at the level of a Grade B Grounds Person; or
 - 4.8.3 an employee who has completed at least two years' service as the level of a Grade B Grounds Person.
- 4.9 "Commission" means the Industrial Relations Commission of NSW

5. Intent of the Enterprise Award

- 5.1 This Enterprise Award has been negotiated to provide the vehicle by which the grounds maintenance operations of the Trust can be established in an efficient, flexible and productive manner.
- 5.2 The Trust, and the employees each recognise that the work methods that were used in the past, may not be consistent with the current needs of the Enterprise. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the Enterprise and hence the long term job security of the Employees together with fair and equitable working conditions.
- 5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility together with fair and equitable working conditions.
- 5.4 The parties anticipate that the Enterprise Award shall:
- Increase job satisfaction and security.
 - Increase the skill levels of all members of the workforce with the implementation of training programs, tailored to meet the requirements of the work programme.
 - Increase Trust efficiency and profitability.
 - Establish a management system that generates informed and democratic input from employees on all work related issues.
 - Ensure the development of a decisive, committed and responsive Trust decision making structure that resources and supports the contributions of employees to workplace reform.
 - Achieve change and progress through a process of communications, agreement and team work.
 - Improves the competitive position of the Trust in the market.
 - Protect and enhance the quality of the environment.
- Realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

6. Commitment to Improving Productivity, Efficiency and Flexibility

- 6.1 The parties to this Enterprise Award are committed to continually developing flexibility over the functions performed by the Trust. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.
- 6.2 The commitment extends to individual employees performing tasks that, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the Enterprise within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 During the term of this Enterprise Award, the parties agree to confer on other productivity improvements.

7. Full-Time, Part-Time and Casual Employees

- 7.1 An employee shall be engaged as either a full-time, part-time, or casual employee.
- 7.2 A full-time employee shall mean an employee who is engaged to work an average of seventy-six hours in a fortnight.
- 7.3 A part-time employee shall mean an employee engaged to work a minimum of six hours per week or a minimum of twelve hours over twenty eight days (with a minimum of two hours for each engagement). A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 7.4 A casual employee shall mean an employee who is engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 2 of Part B of this Enterprise Award. The casual hourly rate contained in this Enterprise Award, contains a component in lieu of any entitlement to sick leave, bereavement leave, long service leave and annual leave.
- 7.5 A casual employee shall receive a minimum payment of 3 hours for each engagement, to be worked consecutively.

8. Hours of Work

- 8.1 The ordinary hours of work shall be an average of seventy six hours in any fortnight and may be worked on any five days of the week, Monday to Sunday between the hours of 6:00am and 11:30 pm.
- 8.2 Any hours worked between 11:30pm and 6:00am shall be paid to the Employees at time and one half.
- 8.3 Employees will be required to work no more than eight ordinary hours on any day.
- 8.4 Unless an agreement is made to the contrary, Employees shall receive a minimum break between shifts of ten (10) consecutive hours.
- 8.5 Should an agreement be reached pursuant to clause 8.4 to waive the minimum break between shifts and the Employee commences work prior to receiving a 10 hour break, that Employee shall be paid a penalty of time and one half for the hours up to the time when the ten (10) hour break would have been completed.

For example, if the Employee finishes work at 12:00am (midnight) and starts his/her next shift at 8:00am, the Employee is entitled to the time and one half penalty for the first two hours of his/her shift, finishing at 10:00am.

- 8.6 Rosters shall be based on ten work days in any fourteen day cycle with days off being taken consecutively wherever possible.

9. Meal Allowance

A meal allowance of \$10.37 shall be payable to an employee where he/she works 2 hours or more after their scheduled finishing time. This allowance will increase to \$10.75 from the first full pay period after 1 October 2013, and \$11.15 from the first full pay period after 1 July 2014.

10. Meal Breaks

- 10.1 Employees shall be entitled to an unpaid meal break of forty five minutes, which should be taken no more than five hours after commencing duty.
- 10.2 The time of the meal break shall be determined by the majority of the employees concerned and the Enterprise.
- 10.3 An employee who works for more than four hours shall be entitled to a ten minute paid tea break and shall be entitled to a further ten minute paid tea break where work continues beyond eight hours.
- 10.4 The time of the tea breaks shall be determined mutually by a majority of employees concerned and the Enterprise and may be staggered with meal breaks.

11. Excess Hours

- 11.1 All time in excess of eight hours in any one day or in excess of 76 hours per fortnightly pay cycle shall be overtime and shall be credited to an 'overtime bank'. The employee may, with the consent of the employer, take an equivalent number of ordinary hours off as time in lieu.
- 11.2 Employees may only accrue a maximum amount of 76 hours in the 'overtime bank' at any given time.
- 11.3 Employees engaged within the 'Grounds Mechanic' classification may accrue a maximum of 152 hours in the 'overtime bank' at any given time.
- 11.4 Where the Enterprise deems that the employee can perform no productive work, the employee may be directed to cease work prior to the normal eight hours being completed. The difference in hours between cessation of work and normal eight hour day will be deducted from the overtime bank.
- 11.5 The employee may not be directed to cease work if it would cause the overtime bank to be more than eight hours in the negative without agreement between the Curator and the employee.
- 11.6 The above arrangements have applied from the commencement of the previous Certified Agreement and shall continue to apply under this Enterprise Award; any hours outstanding in regard to the overtime bank arising from the previous Enterprise Award or previous Certified Agreement shall remain unaffected by this provision

12. Public Holidays

- 12.1 The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day or any day proclaimed in lieu thereof and other days which may be proclaimed as public holidays for the State shall be holidays and no deduction in respect of such holidays shall be made from the wages due to any employee for the week in which such holidays or holidays occur.
- 12.2 If an ordinary work day falls on a public holiday and the employees are required to work, then the employees will be paid at single time with 1.5 times the number of hours being credited to the overtime bank.

- 12.3 A full time, part time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten (10) calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three (3) months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

13. Annual Leave

- 13.1 Full time employees shall receive annual leave of 5 weeks per annum plus 17.5% annual leave loading, upon the completion of 12 months' service.
- 13.2 Part time employees shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months' service.
- 13.3 The loading referred to in 13.1 above shall be paid to all weekly employees as a lump sum either at the beginning of the pay period commencing on or after 1st January each year or at the termination of their employment as a pro-rata amount.
- 13.4 Leave shall only be taken between the months of April and September in any calendar year with the agreement of the Enterprise.

14. Sick Leave

Existing Employees (employed as at 27 October 2004)

- 14.1 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.

A weekly employee who has been employed for more than five years shall be entitled to 20 days' sick leave per annum during the sixth and subsequent years of service.

New Employees (engaged after 27 October 2004)

- 14.2 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.

A weekly employee who has been employed for more than five years shall be entitled to 15 days' sick leave per annum during the sixth and subsequent years of service.

- 14.3 Such sick leave shall be cumulative.
- 14.4 Part-time employees shall receive sick leave on a proportionate basis.
- 14.5 An employee shall not be entitled to sick leave where payments are being made to such employee under the Workers' Compensation Insurance or pursuant to the Sickness and Accident Income Protection Plan as provided for in clause 17 of this Enterprise Award.
- 14.6 Where an employee is ill or incapacitated within the meaning of the Clause, on a rostered day off or shift off, he/she shall not be entitled to sick pay on that day nor shall his/her sick leave entitlement be reduced as a result of such illness or incapacity.
- 14.7 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee may be required to provide the Trust with satisfactory evidence i.e., doctors certificate or statutory declaration, stating the nature of the illness and the duration of the absence.

15. Personal/Carers Leave

- (a) Use of Sick Leave
- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 14, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) The employee being responsible for the care of the person concerned; and
 - (2) The person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (iv) An employee shall, wherever practicable, give the Enterprise notice prior to the absence of the intention to take leave, the name of the person requiring care and the 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 Enterprise by telephone of such absence at the first opportunity on the day of absence.
- (b) Unpaid Leave for Family Leave
- (i) An employee may elect, with the consent of the Enterprise, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) who is ill.

(c) Annual Leave

- (i) An employee may elect with the consent of the Enterprise, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Award.
- (iii) An employee and Enterprise 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) Time Off in Lieu of Payment of Overtime

See clause 11 of this Enterprise Award.

(e) Make-up Time

An employee may elect, with the consent of the Enterprise, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Enterprise Award, at the ordinary rate of pay.

16. Bereavement Leave

16.1 A full-time or part-time employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in paragraph 15(a)(iii)(2) of clause 15, Personal/Carers Leave).

16.2 Bereavement leave may be taken in conjunction with other leave available under subclauses 1, 2, 3, 4 and 5 of Clause 15, Personal/Carers Leave.

Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the Enterprise.

17. Income Protection Plan

All full-time, part-time and casual employees to whom this Enterprise Award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union.

It is a term of this Enterprise Award that the Enterprise will bear the costs of 1.27 per cent (inclusive of GST) of gross weekly pay per week per member, or \$1.50 per week in the case of casual employees, towards providing protection under the endorsed plan.

18. Induction/Training

18.1 All new employees of the Trust will attend an Induction course. The purpose of the Induction is to ensure each new employee is familiar with the Company's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to Safety, Quality, Work Performance, Flexibility and Attitude.

18.2 The induction shall include information of the following:

Scope, purpose and general briefing on the Contract.

Familiarisation with, and adherence to, the terms of Employment continued within the Agreement governing each employee's contract of employment.

Adherence to Legislative, Site and Enterprise safety standards and requirements.

Co-operative objectives regarding goals that the Trust has while carrying out the Contract.

Specific reference to the application of the Avoidance of Disputes - Grievance Procedure and Continuous Operations clauses.

Outline of House Rules, including disciplinary procedures.

19. Consultative Committee

19.1 Composition of Consultative Committee

19.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of the Enterprise Award.

19.1.2 The Consultative Committee shall consist of two representatives of the workforce and two representatives of management, being the General Manager and the Head Supervisor who shall meet every second month.

19.2 Scope of Tasks of the Consultative Committee

19.2.1 The task to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the Enterprise, consistent with this Enterprise Award. The tasks to be undertaken shall include, but shall not necessarily be limited to the following:

Oversee the Training Program content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets.

Facilitate the resolution of difficulties and problems which may arise.

Contribute to the development of work rosters.

Create feasible work methods to enhance productivity and efficiency.

Develop concepts for productivity and efficiency improvements within the Enterprise.

Develop an open, participative and co-operative management approach.

Promote team based work methods.

Assist with communication, participative and training programmes to bring about attitudinal and cultural change.

Ensure propagation of experience, knowledge and skills at all levels.

20. Workplace Health and Safety

20.1 Scope

20.1.1 Consistent with the Trust's obligations under the relevant Workplace Health and Safety legislation, employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

20.1.2 Giving due consideration to each employee's work scope. The Trust may require employees to be immunised against infectious diseases, where they are considered to be at risk.

20.1.3 The Trust shall comply with all the provisions of the Workplace Health and Safety legislation of NSW which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials or in such conditions.

20.2 Workplace Health and Safety Committee

20.2.1 A Workplace Health and Safety Committee has been established pursuant to the relevant provisions of the Work Health and Safety Act 2011. This Committee shall endeavour to reach consensus on all aspects of the Trust's Workplace Health and Safety Policy. The Workplace Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an Industrial Relations nature.

21. Labour Flexibility

Employees shall carry out such tasks as are reasonably incidental or peripheral to their work as directed by the Enterprise.

22. Additional Functions

22.1 Employees may be required to assist tradespeople and perform other permanent functions associated with the maintenance and running of the Sydney Cricket Ground, the Sydney Football Stadium and any other facility under the care, management or control of the Trust.

22.2 Notwithstanding the provisions of 22.1, employees will be primarily engaged within their trade classification.

23. Supplementary Staff

Supplementary staff may be used to perform the duties of placing and removing the covers, goal post pads, operating the sightscreens and other duties.

24. Working in the Rain

All employees called upon to work in the rain shall be supplied, by the Enterprise, with protective clothing, free of charge.

25. Acting Supervisor

An employee appointed by the Enterprise to undertake the role of Acting Supervisor shall be paid an additional 15% of their ordinary rate of pay for all hours worked in that capacity.

26. Change Rooms

The Enterprise shall provide a change room for the use of employees, free of charge. Such rooms shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

27. Tools

An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will as soon as possible report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

28. Trust Uniform and Personal Identification

28.1 Employee's must maintain a neat appearance at all times consistent with operational requirements.

28.2 Personal Identification

28.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employees name and photograph.

28.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

29. Job Representative

29.1 A job representative appointed by the employees shall be allowed the necessary time during working hours, to interview the Supervisor or officer in charge on matters affecting the employees whom he/she represents.

29.2 The Australian Workers' Union job delegates shall be allowed up to five days paid leave per year to attend approved courses run by the Union.

30. Wage Rates

30.1 This Enterprise Award provides the following increases in full-time and part-time hourly rates of pay:

3.68% on and from 1 October 2012

3.68% on and from 1 October 2013

3.68% on and from 1 October 2014

All other hourly rates shall be adjusted accordingly.

30.2 Full time and part-time employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 1 of Part B on and from 1 October 2012.

30.3 Casual employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 2 of Part B on and from 1 October 2012.

30.4 Employees who have entered into a formal traineeship or training relationship with the Trust shall be paid the appropriate rate relating to Industry/Skill Level B as set out in the Theatrical Employees (Training Wage) (State) Award.

30.5 Apprentices employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 3 of Part B on and from 1 October 2012.

30.6 The rates of pay set out in Part B Monetary Rates of this Enterprise Award include the following employee related cost savings:

(a) Reduction in salary from a Grade A employee who resigned and is replaced by a Grade B employee. It will be two years before the Grade B employee will be paid at Grade A level.

(b) Grounds employees will be responsible for Flag/Banner changes in the Allianz stadium Forecourt in lieu of contractors.

(c) Over sewing of the Rye seed will be completed by Grounds employees in lieu of contractors.

30.7 During the term of this Enterprise Award, the parties are committed to the achievement of such employee related cost savings. Both the employees and the Union agree to undertake and commit to the achievement of the employee related cost savings specified in clause 30.6.

31. Payment of Wages

- 30.1 Wages shall be paid on a fixed day no later than the Thursday of each fortnight. Employees shall be paid during ordinary working hours by Electronic Funds Transfer to their nominated bank account.
- 30.2 Any employee who has to wait after ordinary ceasing time on pay day to receive their wages shall be rendered assistance until such wages are paid into the nominated bank account.

32. Terms of Engagement

Full-time and part-time employees shall be engaged by the week and their engagement shall be terminated by two week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of two week's wages in lieu thereof: Provided that this shall not effect the right of the Enterprise to dismiss any employee without notice for misconduct or to deduct payment for time lost by any employee who fails to attend for duty without leave to absent him/herself for actual time of such non-attendance.

33. Redundancy

- (i) Application
- (a) This clause shall apply in respect of full time and part time employees.
- (b) This clause shall only apply to the Enterprise if it employs 15 or more employees immediately prior to the termination of employment of employees
- (c) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the Enterprise shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change
- (a) Where the Enterprise has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Enterprise shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Enterprise's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- Provided that where this Enterprise Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- (iii) Enterprises Duty to Discuss Change
- (a) The Enterprise shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of

such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Enterprise to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the Enterprise shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(iv) Discussions Before Terminations

- (a) Where the Enterprise has made a definite decision that the Enterprise no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the Enterprise shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the Enterprise has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the Enterprise shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(v) Notice for Changes in Production, Program, Organisation Or Structure

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

- (a) In order to terminate the employment of an employee the Enterprise shall give to the employee the following notice:

| Period of Continuous Service | Period of Notice |
|-------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(vi) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the Enterprise shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the Enterprise for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(vii) Time Off During the Notice Period

- (a) During the period of notice of termination given by the Enterprise an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Enterprise, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(viii) Employee Leaving During the Notice Period

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

(ix) Statement of Employment

The Enterprise shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(x) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the Enterprise shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(xi) Centrelink Separation Certificate

The Enterprise shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by the Department of Social Security.

(xii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Enterprise may at the Enterprise's option make payment in lieu thereof of an amount equal to the difference between the

former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(xiii) Severance Pay

Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission, the Enterprise shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Enterprise Award/Certified Agreement payments, shift penalties and all purpose allowances paid in accordance with the Enterprise Award/Certified Agreement.

(xiv) Incapacity to Pay

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, an Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.

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

(xv) Alternative Employment

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, the Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause if the Enterprise obtains acceptable alternative employment for an employee.

(xvi) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 36, 'Grievance and Disputes Procedure' of this Enterprise Award.

34. No Extra Claims

- 34.1 This Enterprise Award constitutes the entire agreement between the parties with respect to rates of pay and all other conditions of employment and there shall be no further claims, whatsoever, by any party during the term of this agreement
- 34.2 The agreed rates of pay and conditions comprehend all working conditions to be encountered in the performance of work. No additional special areas or allowances shall be applicable other than those specified by this Enterprise Award.
- 34.3 There shall be no further wage increases for the life of this Enterprise Award.
- 34.4 The parties to this Enterprise Award acknowledge that this agreement takes into consideration any increases which may occur in the relevant parent award during the currency of this Enterprise Award.

35. Long Service Leave

See *Long Service Leave Act 1955 (NSW)*

36. Grievance and Dispute Procedures

The procedure for the resolution of industrial disputation will as follows:

- 36.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises or is considered likely to occur, the following steps shall be followed:
- 36.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 36.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- 36.1.3 The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 36.1.4 The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
- 36.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 36.2 Each of the following steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 36.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before considering this step.
- 36.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 36.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.

36.6 Normal work will continue without disruption while these procedures are followed.

37. Declaration

The parties declare that this Enterprise Award:

- 37.1 Is not contrary to the public interest;
- 37.2 Was not entered into under duress;
- 37.3 Is not unfair, harsh or unconscionable;
- 37.4 Is in the interests of the parties.

38. Provision of Training

- 38.1 This Enterprise Award shall be read concurrently with the provisions of the Theatrical Employees (Training Wage) (State) Award.
- 38.2 The Trust shall pay all fees associated with the conduct of the training courses associated with the traineeship or training relationship or apprenticeship of a Grounds Person Grade D, and will provide paid study leave to facilitate the successful completion of the training modules.
- 38.3 The Trust shall provide a Grounds Person Grade C where possible with one full day's paid attendance at an approved course, each week, with flexibility being provided to accommodate the exam timetable. A Ground Person Grade C will be required to meet all costs associated with the agreed training courses.
- 38.4 The Trust will assist a Grounds Person Grade A to attend appropriate training courses through the provision of flexible rostering. A Grounds Person Grade A shall not be entitled to paid time to attend an appropriate training course (s) nor shall they be entitled to have their expenses associated with the training course paid for by the Trust]
- 38.5 The Trust will assist a Grounds Person Grade A with greater than 2 years of service to take extended leave which will be approved at the discretion of the Trust to attend international venues approved by the Trust for the purposes of employee development. A Grounds Person Grade A will, where possible use annual leave or long service leave entitlements where appropriate and can extend the leave period with unpaid leave for a maximum period of ten weeks.

Extended leave will only be approved during non peak periods and when an adequate level of service within the Grounds department can be maintained with existing levels of staff.

Continuity of service will continue for the duration of unpaid leave providing this total amount of absence does not exceed 10 weeks.

Grounds employees shall not be entitled to have their expenses associated with the travel to similar venues paid for by the Trust.

39. Commencement and Duration

This Enterprise Award shall commence from 1 October 2012, and shall remain in force for a nominal term of 3 years.

40. Jury Service

- 40.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

- 40.2 An employee shall notify his/her employer as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide his/her employer with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

41. Superannuation

- 41.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

42. Anti-Discrimination

- 42.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- 42.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 42.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 42.4 Nothing in this clause is to be taken to affect:
- 42.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
 - 42.4.2 offering or providing junior rates of pay to person under 21 years of age;
 - 42.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977* (NSW)
 - 42.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 42.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.

NOTES:

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

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

PART B**Table 1 - Full Time And Part Time Employees**

| Hourly Rate of Pay (\$) | | | |
|-------------------------|----------|----------|----------|
| Classification | Column 1 | Column 2 | Column 3 |
| Grounds Person Grade A | 34.89 | 36.17 | 37.50 |
| Grounds Person Grade B | 31.71 | 32.88 | 34.09 |
| Grounds Person Grade C | 30.13 | 31.24 | 32.39 |
| Grounds Mechanic | 39.35 | 40.80 | 42.30 |

Table 2 - Casual Employees

| Hourly Rate of Pay (\$) | | | |
|-------------------------|----------|----------|----------|
| Classification | Column 1 | Column 2 | Column 3 |
| Grounds Person Grade A | 41.86 | 43.40 | 45.00 |
| Grounds Person Grade B | 38.08 | 39.48 | 40.93 |
| Grounds Person Grade C | 36.27 | 37.60 | 38.98 |

Table 3 - Apprentices

| Hourly Rate of Pay (\$) | | | |
|----------------------------|----------|----------|----------|
| Classification | Column 1 | Column 2 | Column 3 |
| 1ST YEAR OF APPRENTICESHIP | 15.85 | 16.43 | 17.03 |
| 2RD YEAR OF APPRENTICESHIP | 18.38 | 19.06 | 19.76 |
| 3RD YEAR OF APPRENTICESHIP | 21.72 | 22.52 | 23.35 |
| 4TH YEAR OF APPRENTICESHIP | 24.74 | 25.65 | 26.59 |

N.B. Column 1 applies from 1 October 2012

Column 2 applies from 1 October 2013

Column 3 applies from 1 October 2014

E. A. R. BISHOP, Commissioner

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SERIAL C8038

**TAFE NSW SYDNEY INSTITUTE (GRAPHIC ARTS SECTION)
WAGES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 143 of 2012)

Before The Honourable Mr Justice Staff

28 November 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the TAFE NSW Sydney Institute (Graphic Arts Section) Wages and Conditions Award published 14 March 2008 (365 I.G. 407) as varied, be rescinded on and from 28 November 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

(773B)

SERIAL C8039

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW
SOUTH WALES - SECURITY EMPLOYEES - WAGES AND
CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 144 of 2012)

Before The Honourable Mr Justice Staff

28 November 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Technical and Further Education Commission of New South Wales - Security Employees - Wages and Conditions Award published 8 February 2008 (364 I.G. 1137) as varied, be rescinded on and from 28 November 2012.

C.G. STAFF *J*

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*)

EA12/15 - Midcoast County Council Enterprise Agreement 2012

Made Between: Midcoast County Council -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

New/Variation: Replaces EA08/6.

Approval and Commencement Date: Approved 9 November 2012 and commenced 1 November 2012.

Description of Employees: The agreement applies to all employees (excluding the General Manger), who are employed by MidCoast County Council (MidCoast Water), located at 26 Muldoon Street, Taree NSW 2430, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA12/3 - Veolia Environmental Services (Australia) Pty Ltd NSW Carriers' Interim Rates and Fuel Agreement 2012

Made Between: Veolia Environmental Services (Australia) Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 20 November 2012.

Description of Employees: The contract agreement applies to all contract carriers engaged by Veolia Environmental Services (Australia) Pty Limited, located at Cnr. Unwin & Shirley Streets Rosehill NSW 2142, in its Solid Commercial Waste Division providing transport and cartage services for the collection and removal of waste in the Sydney Metropolitan Region currently operating out of Arndell Park and such other locations that this Division may operate from time to time.

Nominal Term: 12 Months.

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