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INDUSTRIAL GAZETTE

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(1131)

SERIAL C4800

AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS EMPLOYED BY THE OFFICE OF THE BOARD OF STUDIES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Board of Studies.

(No. IRC 2464 of 2006)

Before The Honourable Justice Schmidt

14 June 2006

AWARD

PART A

1. Arrangement

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PART B

MONETARY RATES

Table 1 - Base Rates

Table 2 - Allowances for Advisers

Table 3 - Other Rates and Allowances

2. Dictionary

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

3. Anti-Discrimination

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

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

4. Marking Rates - Base Rates

- 4.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.

5. Marking Rates (Written)

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

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

6. Examining Rates (Practical)

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

7. Meal Allowance

- 7.1 Meal allowances are payable to examiners and shall be adjusted according to movements in the applicable meal allowance rates as contained in Division 3, Meals - Generally, of the Public Sector Employment and Management General Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Award 2006 as varied or its successor.

8. Travel and Living Allowance

- 8.1 An allowance as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates, is payable in respect of travel within the metropolitan area to the AMEB (NSW) examination headquarters. This allowance is not payable more than once in relation to any given day.

The travel allowance is based on, and shall be adjusted by movements in, the Industrial Authority's Transport Allowances Rates for motor vehicles whose engine capacity exceeds 1,600 cc applied to an average 40 km.

- 8.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:
- 8.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or
- 8.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or
- 8.2.3 the rate pursuant to subclause 8.1 of this clause.
- 8.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined from time to time by the Industrial Authority pursuant to its powers under the *Public Sector Employment and Management Act 2002* or the Crown Employees (Public Service Conditions of Employment) Award 2006 as varied or its successor.
- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance at the applicable rate contained in the Public Sector Employment and Management (General) Regulation 1996 or the Crown Employees (Public Service Conditions of Employment) Award 2006 as varied or its successor.

9. Family Leave Provisions

- 9.1 The General Manager must not fail to re-engage an Employee because:

- 9.1.1 The Employee or Employee's spouse is pregnant; or
- 9.1.2 The Employee is or has been immediately absent on parental leave

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

- 9.2 Personal Carers entitlement for Employees

- 9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member being:
- (a) a spouse or family member ; or
- (b) a defacto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), a grandparent, grandchild or sibling of the Employee or of the spouse or of defacto spouse of the Employee; or

- (d) a same sex partner who lives with the Employee as the defacto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this definition:
- (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in clause 9.3, and the notice requirements set out in clause 9.4.

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

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

9.3 The Employee, shall if required:

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

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

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

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

9.5 Bereavement entitlements for Employees

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

9.5.2 The General Manager 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 agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

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

9.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not

reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

10. Advisers

- 10.1 Advisers shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Advisers are responsible for:
- 10.1.1 syllabus development and interpretation;
 - 10.1.2 examination practice and procedures;
 - 10.1.3 professional issues relating to the training, development and conduct of examiners and assessors;
 - 10.1.4 other duties as directed by the State Manager.
- 10.2 Advisers shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Advisers of Part B, Monetary Rates.

11. Minimum Payment

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

12. Superannuation

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

13. Salary Sacrifice to Superannuation

- 13.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 4, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 13.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- 13.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - 13.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 4 in the absence of any salary sacrifice to superannuation made under this award.

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

14. No Further Claims

- 14.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2008 in relation to matters expressly contained in this award.

15. Hours of Work

- 15.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 15.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00 p.m.
- 15.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked.
- 15.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the *Public Sector Employment and Management Act 2002*.

- 15.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.
- 15.6 With the exception of the home to the first scheduled examining venue and the return home from the final examining venue travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

16. Conditions of Examining and Marking

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

17. Examination Procedures

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

18. Recruitment of Examiners and Assessors

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

19. Performance Development

- 19.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 19.1.1 ensure that advisers and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);

- 19.1.2 provide work reports to examiners and assessors who need these for employment purposes;
- 19.1.3 assist examiners and assessors whose performance is causing concern.
- 19.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 19.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

20. System Improvements

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

21. Dispute Resolution Procedures

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

22. Duties as Directed

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

23. Occupational Health and Safety

- 23.1 For the purposes of this clause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to

- another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer's own employees.
- 23.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employers premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 23.3 Nothing in this clause 23 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 23.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

- 23.5 This clause operates from 21 March 2006.

24. Termination of Services

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

25. Area, Incidence and Duration

- 25.1 This award covers all persons employed by the Office of the Board of Studies as AMEB (NSW) examiners, assessors and advisers.
- 25.2 This award rescinds and replaces the Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers employed by the Office of the Board of Studies Award published 20 May 2005 (351 I.G. 160).
- 25.3 This award takes effect on and from the 1 January 2006 with a nominal term until and including 31 December 2008.

25.4 This award remains in force until rescinded.

PART B

MONETARY RATES

Table 1 - Base Rates

	Amount per hour \$
Base Rate on and from 1 January 2006	57.88
Base Rate on and from 1 January 2007	60.20
Base Rate on and from 1 January 2008	62.60

Table. 2 - Allowances for Advisers

Advisers per annum allowance	4.0% On and from 1/1/06 \$	4.0% On and from 1/1/07 \$	4.0% On and from 1/1/08 \$
Level 1: candidature 0 to 100	684	711	739
Level 2: candidature 101 to 3,000	1,369	1,424	1,481
Level 3: candidature 3,001 to 15,000	2,054	2,136	2,221
Level 4: candidature over 15,001	2,736	2,845	2,959

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	13.48
2	8.2	Travel allowance per km outside metropolitan area: - up to 8,000 km per annum - over 8,000 km per annum	0.7360 0.2610

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

(1861)

SERIAL C4609**NS SERVICES PTY LIMITED/CFMEU ENTERPRISE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6230 of 2005)

Before Commissioner Murphy

19 January 2006

AWARD

Clause No.	Subject Matter
1.	Title
2.	Definitions
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4.	Relationship To Parent Award
5.	Duration Of The Award
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7.	Company Consultative Committee
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9.	Protective Clothing
10.	Wage Rates / Remuneration
11.	Terms Of Employment
12.	Payment Of Wages
13.	Travel
14.	Inclement Weather
15.	Training And Related Matters
16.	Annual Leave
17.	Casual Labour
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1. Title

This Enterprise Award shall be known as the:

NS Services Pty Limited/CFMEU Enterprise Award.

2. Definitions

The Company: NS Services Pty Limited (hereinafter referred to as "the Company") 1726 Gold Coast High way, Burleigh Heads QLD 4220 Telephone: (07) 5520 1144 Facsimile: (07) 5520 1166.

Parent Awards: Building and Construction Industry (State) Award (hereinafter referred to as "the Parent Award")

Union: Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch (hereinafter referred to as "the Union")

The Agreement: NS Services Pty Limited/CFMEU Enterprise Award expiring 31 March 2008 (hereinafter referred to as "the Award")

3. Parties and Persons Bound

- (a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- (b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- (c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- (a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.

- (b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 19 January 2006. The Award shall remain in force until 31 March 2008.

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

However the parties acknowledge some projects may have site specific agreements which prescribe special conditions. Where such agreements are contractually applicable and/or formally certified by the relevant industrial tribunal and the project agreement provides for an additional project specific productivity / milestone payment(s) and or other benefits, the Company shall comply.

7. Company Consultative Committee

The Company may establish and maintain where appropriate, a Consultative Committee as a forum for effective communication between the parties.

The Consultative Committee will be made up of an equal number of management representatives and Employee representatives elected by the Employees. The parties agree that there will be a maximum of three representatives from management and three from the site workforce. The Secretary of the CFMEU or nominee will be extended an invitation to attend Committee meetings.

The principle purpose of this Committee will be to:

- (a) Monitor the implementation of the terms of this Award
- (b) Facilitate the process of workplace reform through consultation
- (c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- (d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- (a) To provide a culture for change

- (b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging
- (c) To improve the competitiveness, viability and profitability of the Company
- (d) To improve efficiency and flexibility by changing the way work is organised
- (e) To establish skills-related career paths for Employees
- (f) To organise Company structures and job design to maximise the Company competitiveness
- (g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- (h) To pursue the implementation of quality assurance and a total quality system
- (i) To create a dispute free environment through consultation and common purpose
- (j) To maintain and enhance Company occupational health and safety performance
- (k) To eliminate discrimination and sexual harassment (See Appendix A)
- (l) To foster and encourage affirmative action principles
- (m) To provide opportunities for injured Employees through rehabilitation
- (n) To pay Employees fair wages and provide enhanced employment conditions
- (o) To help Employees apply a proper balance between work and family/social life.

9. Protective Clothing

All Employees will be required to present ready for work with appropriate footwear. If a new Employee does not have appropriate footwear the Company will supply it. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required.

Following the expiration of 152 ordinary hours of employment, new Employees will be eligible for protective clothing.

Employees each year will be issued with the following:

- (a) In April one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- (b) In October two (2) T-shirts and two (2) pairs of shorts/trousers

Employees are expected to wear Company provided clothing and maintain such in a tidy manner, so as to display a professional Company image.

Clothing supplied will have a minimum of UPF 40 rating (Australian Standard 4399).

Employees will be required to wear appropriate clothing in an effort to provide protection from the harmful effects of UV exposure.

Additional personal protective equipment e.g., gloves, eye protection, sun protection will be supplied where required.

It is a condition of employment with the Company that whilst working on site, Employees are required to wear hard hats, steel capped boots and appropriate protective clothing at all times.

The following disciplinary procedure will be adopted in relation to the wearing of these protective items:

- (a) Verbal warning(s)
- (b) Written warning
- (c) Eight (8) hours suspension - without pay
- (d) Thirty six (36) hours suspension - without pay
- (e) Employment terminated

This disciplinary procedure will not be unreasonably applied. The Union recognises the legal obligation on the Company and Employees to comply with safety footwear, helmet and protective clothing requirements and the need for effective disciplinary procedure.

10. Wage Rates/Remuneration

In recognition of the efficiencies and productivity measures contained herein the following increases shall be available to Employees covered by this Award.

10.1 Wage Increases

Employees, except apprentices, within the Counties of Cumberland, Camden, Northumberland and Tweed Shire - Byron Shire Local Council Boundaries will be paid in accordance with the classification structure and wage rates in Appendix B or B1 of this Award. There will be additional benefits payable in Appendix C or C1.

Outside of the above boundaries Employees will be paid in accordance with their classification in the relevant Award plus an additional \$1.00 per hour all purpose regional EBA allowance. This regional EBA allowance will be added to the applicable Award rate arising from increases under the Award during the life of the Agreement.

- (a) Apprentices will be paid in accordance with Appendix D or D1 of this Award.
- (b) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- (c) Any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales will be paid to Employees engaged on projects located outside the Counties of Cumberland, Camden, Northumberland and Tweed Shire - Byron Shire Local Council Boundaries.
- (d) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix C or C1 of this Award.

The entitlement for apprentices will be in accordance with Appendix D or D1 of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site work the applicability of this allowance may be reviewed by agreement of the parties. Any agreed variation will be recorded in correspondence by the parties to this Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

10.3 Redundancy

Redundancy or redundant means the termination or cessation of employment of an Employee for any reason.

In respect of redundancy benefits:

- (a) The Company agrees to make redundancy contributions in respect of Employees covered by this Agreement to the Australian Construction Industry Redundancy Trust (ACIRT) in accordance with Appendix C or C1 of this Agreement

The entitlement for apprentices will be in accordance with Appendix D or D1 of this Agreement.

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- (b) Employees will be entitled to a redundancy benefit for each week of service with the Company being the greatest of the following amounts:
- (i) the amount payable by the Company to ACIRT in accordance with this Agreement or
 - (ii) the amount prescribed by the relevant Parent Award and or
 - (iii) any amount prescribed or awarded by a relevant industrial tribunal

Where there is a higher entitlement under (b) ii) and or (b) iii) of this clause the Employee will be paid direct this entitlement minus the balance that has already been paid into ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

The Company shall make superannuation payments monthly into cbus or other agreed scheme between the signatories of this Agreement. The level of superannuation contributions to be paid is recorded in Appendix C or C1.

The entitlement of apprentices will be in accordance with Appendix D or D1 of this Agreement.

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.5 Top-Up Workers Compensation Insurance/24 Hour Income Protection

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act 1987*, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

All prospective Employees shall be required to fill out the Company pre-employment application form and may be required to undertake a pre-employment medical examination.

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

All in payment systems, sham sub-contract arrangements/other systems of engagement designed to circumvent this Agreement and cash in hand payments in lieu of conditions and/or overtime are strictly prohibited.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will be consistent with the objectives and goals of the Company and the workforce. Termination of employment shall be decided on, but not limited to, issues such as skills and ability, diligence, experience, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

When an Employee leaves of his/her own accord, their termination pay will be banked into their account at the end of the next pay period. Where the Company terminates an Employee, termination pay will be paid by cheque or through electronic funds transfer into the Employee bank account as per the relevant Parent Award provision.

The parties agree that where Employees covered by this Award are on or take unauthorised leave on any Friday they shall not automatically have weekend overtime available to them.

Where employment is terminated by the Company, payment in lieu of notice shall be at the ordinary hourly rate of pay. Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent Award conditions shall apply. In lieu of Clause 23.1 of the Parent Award, the following shall apply to all Employees:

- (a) All wages, allowances and other monies may be paid by electronic funds transfer
- (b) Wages shall be made available no later than 3.30 pm Thursday of each week (weekly). Waiting time shall not be payable where an Employee is kept waiting for their money due to circumstances beyond the control of the Company.

13. Travel

Employees covered by this Award shall be paid the fares and travel allowance recorded in Appendix C or C1 of this Award in lieu of the relevant fares and travelling allowance in the Parent Award. This rate shall be paid for days worked (including RDO's) and shall remain in force without variation for the duration of the Award. D or D1.

The entitlement for apprentices will be in accordance with Appendix D or D1 of this Award.

All other Parent Award conditions shall apply.

14. Inclement Weather

The parties agree that should any site and/or section of a site be affected by inclement weather which shall mean the existence of rain or abnormal; climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail on that site or section of the site affected can be transferred to another section of that site or another site for productive work.

The parties agree that inclement weather does not automatically create unsafe working conditions. No Employee will be expected to work in unsafe or unreasonable conditions due to inclement weather.

The parties to the Award agree to collectively work towards the minimisation of lost time due to inclement weather. Further, the parties undertake to adopt the following principles and procedures with regard to inclement weather and the idle time that inclement weather creates:

- (a) Employees shall accept transfer to an area or site not affected by inclement weather if, useful work is available in that area or site and that work is within the scope of the Employees skill, competence and training consistent with the classification structure and the Company provides, where necessary transport, or payment of an allowance for use of an Employees vehicle, at the rates provided in the Parent Award.
- (b) Where the initiatives described in (a) above are not possible or non-productive, Employees will be available for activities such as relevant and meaningful skill development, production/upgrade of skill modules, OH&S training presentation and participation in learning, planning and reprogramming of the project.
- (c) All parties are committed to an early resumption of work following any cessation of work, which may result from inclement weather.
- (d) If it is necessary and consistent with safe working procedure to walk through inclement areas in order to make areas safe, appropriate protection will be provided.

- (e) If it is necessary to walk through inclement areas in order to get to agreed working areas and considering safe work practices, appropriate protection will be provided.
- (f) The practice of "one out, all out" will not occur
- (g) Should a portion of the project be affected by inclement weather, all other Employees not so affected shall continue working regardless of the fact that some Employees may not be gainfully employed due to inclement weather.
- (h) All other Parent Award conditions shall apply.

15. Training and Related Matters

15.1 The parties recognise that in order to increase the efficiency and productivity of the Company a commitment to structured training and skill development is required.

Accordingly the Company agrees to:

- (a) Provide Employees with the opportunity to acquire additional skills through appropriately structured training based on nationally endorsed (i.e. NBCITC accredited) competency standards and curriculum and
- (b) Encourage Employees to seek formal recognition of skills including RPL (recognition of prior learning). This shall apply to all Tower Crane crews on site, which shall consist of one (1) Tower Crane operator and two (2) Dogmen (the dogmen will be given the opportunity to train as Tower Crane Operators). They shall be regarded as "Spare Crane Operators" and shall be paid as such.

15.2 The Company will consult Employees in respect of appropriate training which:

- (a) Is consistent with Company business requirements
- (b) Is relevant to the needs and expectations of Employees.
- (c) May be taken either on or off the job
- (d) May be conducted when work cannot proceed e.g., due to inclement weather

Any training costs for courses will be paid by the Company in accordance with guidelines agreed by the Company Consultative Committee or arising from workforce consultation. The Company will not be requested to meet the costs of training undertaken by Employees, which is not approved.

16. Annual Leave

An Employee may elect to have annual leave in single day increments. Where an Employee elects to take such annual leave adequate notice shall be given to the Company.

Where there is consistent broken service without an acceptable reason by an Employee no notice shall be required by the Company to activate Clause 32.5 of the Parent Award.

Annual leave loading of 17.5% shall be paid on all annual leave entitlements.

The parties agree during the life of the Award to explore the feasibility of payment into an annual leave trust. The Union undertakes not to pursue this claim by industrial action.

All other Parent Award conditions shall apply.

17. Casual Labour

The parties agree to the following conditions regarding casual employment:

- (a) Engagement and termination of employment of casual Employees shall be in accordance with the Award.
- (b) Casual labour will be entitled to the benefits of this Agreement and the Award except annual leave, personal leave, parental leave, jury service, public holidays and redundancy..
- (c) For the purpose of this Agreement, a casual hand means an Employee who is employed for a period of less than six (6) weeks (exclusive of overtime) in any continuous period of employment with the Company. If employment is regular and systematic beyond six (6) weeks, the Employee must then be employed pursuant to clause 13.1 or 13.2 of the Award.
- (d) A casual Employee shall be paid 125% of the hourly rate applicable to the Employee's relevant classification contained in Appendix B of this Agreement for each ordinary hour worked. Overtime and weekend duty worked under this agreement does not attract the casual loading. However where an Employee is required to work on a public holiday he/she will be paid 275% of the hourly rate in Appendix B.
- (e) A casual Employee required to work overtime or weekend work shall be entitled to the penalty rates prescribed by clauses 29 and 31 of the Award.

18. Dispute Settlement Procedures

The parties acknowledge that this Award is designed to place maximum emphasis on avoidance of stoppages/industrial disputation and the expeditious settlement of grievances and / or disputation where it does occur.

18.1 Procedures relating to grievances of individual Employees are as follows:

- (a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While this procedure is being followed, normal work must continue.
- (f) The Union may represent the Employee at any stage of these procedures.

Unresolved matters shall be formally submitted to the Industrial Relations Commission by either party or their representatives, with the decision of the tribunal being accepted as the full and final resolution of the dispute. Individual rights to the process of legal appeal are not affected.

18.2 Procedures relating to disputes between the Company and its Employees are as follows

- (a) A grievance or dispute must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

- (b) Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.
- (c) The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage. Where there is need for the Union to consult Employees during ordinary hours it will give appropriate notice to the Company.
- (d) It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation.
- (e) If the Company is identified as paying 'all in', it will pay the 'all in' hourly rate being paid (for all purposes of the Parent Award) to all Employees plus all conditions of this Agreement for job duration.

Unresolved matters shall be formally submitted to the Industrial Relations Commission by either party or their representatives, with the decision of that tribunal being accepted as the full and final resolution of the dispute. Parties' rights to the process of legal appeal are not affected.

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the relevant Union official will contact senior management of the Company rather than Employees stopping work.

19. Occupational Health and Safety

All occupational health and safety issues will be resolved in strict accordance with the relevant legislation and the Building Industry Safety Code.

The most qualified or appropriate person will render first aid.

Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problem of access shall be immediately rectified and the Employees will use alternate safe access to such working areas while the usual access is being rectified.

If a safety problem arises, the matter shall be brought to the attention of the immediate supervisor/foreperson. He/she shall organise to have the problem rectified and the Employees relocated to safe work areas whilst rectification work is being carried out.

Should a dispute arise over a safety issue, immediate inspection of the disputed area involving both the Company and the site safety representative and/or safety committee shall take place.

If there is more than one area thought to be unsafe, the OH&S committee/Company will nominate in order of priority the areas to be inspected. On verification that rectification has been completed, productive work will resume. Such resumption shall take place if necessary in stages as each area has been cleared.

Provided that any disagreements between Company and the Site Safety Representative(s) and/or Safety Committee shall be determined by the recommendation of a WorkCover NSW Inspector.

The Company will ensure all Employees complete the WorkCover accredited Occupational Health and Safety Induction Course.

20. Company Drug and Alcohol Policy

Under no circumstances will any Employee affected by alcohol and/or affected by any other drug be permitted to work and/or operate any equipment on Company projects.

If an Employee is affected by alcohol or any other drug and is sent home to recover, he/she will not be paid for the lost time. Incidents concerning drugs or alcohol shall be dealt with in accordance with the Building Trades Group (BTG) of Unions Drug and Alcohol Safety Rehabilitation Program.

The parties agree that no alcohol/drugs will be permitted on Company projects.

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, the parties have agreed to organise the hours of work to suit the requirements of the industry whilst also giving the Company and Employees greater flexibility in organising their rostered days off (RDO's). Except as provided elsewhere in the Parent Award, the ordinary working hours within the Counties of Cumberland, Camden, Northumberland and Tweed Shire - Byron Shire Local Council Boundaries shall be Monday to Friday 8 hours per day 36 hours per week.

Work will be performed between 6.00 am and 6.00 pm. Where agreement is reached with the relevant Employees, a 5.00 am start may be introduced (with subsequent meal and crib time adjustments) to allow for daylight saving and special project requirements.

21.2 Rostered Days Off

On projects within the Counties of Cumberland, Camden, Northumberland and Tweed Shire - Byron Shire Local Council Boundaries the ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary days worked (except RDO's) and paid leave. A rostered day off shall be taken as provided below and travelling allowance in accordance with Clauses 38.1.4, 38.2 and 38.3 of the Parent Award, shall be paid on this day. On projects outside the above boundaries and under \$15 million the Award shall apply.

The following is agreed in respect of rostered days off:

- (i) Subject to 21.2 (v), agreement shall be reached by the Company and Employees as to which day shall be taken as a rostered day off when such entitlement is due. It is agreed a Company roster system may apply.
- (ii) RDO's may be banked to a maximum of six (6) days in any 12 month period. These RDO's may be taken as a group of consecutive days or any other combination subject to reasonable notice by an Employee.
- (iii) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
- (iv) Where more than one (1) accrued RDO is to be taken on consecutive working days, application for such paid leave shall be sought giving a reasonable period of notice.
- (v) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work within the counties of Cumberland, Camden, Northumberland and the Tweed Shire - Byron Shire Local Council Boundaries is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day. On projects in excess of \$15 million outside the Counties of Cumberland, Camden, Northumberland and Tweed Shire - Byron Shire Local Council Boundaries work shall be discouraged on the weekends, public holidays and industry RDO's referred to above. However, by agreement of the parties work may occur on these long weekends with the additional RDO accruals arising from the 36 hour week paid in a way agreeable to the Company and applicable Employees.

- (vi) Where there is an agreed emergency or a special client need and subject to the agreement of applicable Employees and the written agreement of the Secretary of the Union or nominee, limited work may be undertaken on the No Work weekends and adjacent fixed RDO's. Unless impracticable the Company will give the Union 7 days notice of any such need for work so as to ensure appropriate consultation.
- (vii) Employees shall use the additional RDO accruals arising from the introduction of the 36 hour week to a maximum of 14.4 hours for payment of the No Work Saturdays. Attached hereto as Appendix E is the 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
- (viii) A new Employee will be eligible for an RDO after achieving 7.2 hours RDO accrual. However, a new Employee will be eligible to use lesser RDO accruals for the Saturdays and adjacent fixed RDO's nominated as no work public holiday/RDO weekends.
- (ix) Employees will be paid all unpaid RDO accruals on termination.
- (x) This clause also applies to apprentices. Such apprentices will be paid an additional 0.8 of an hours pay for each ordinary day worked or on paid leave.
- (xi) A casual Employee will be paid 7.2 hours pay for each ordinary day worked or paid leave with 0.8 of an hour accruing for the extra leisure days arising from the introduction of a 36 hour week. This 0.8 of an hours pay accrued will be paid on the designated No Work Weekends and for additional RDO's with any accrued balance paid on termination of employment.

21.3. Overtime

- (a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.
- (b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
 - (i) Any risk to Employee health and safety;
 - (ii) The Employee's personal circumstances including family responsibilities;
 - (iii) The need of the workplace or enterprise;
 - (iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g.. rostered overtime, particularly when the roster has been agreed in advance;
 - (v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

Upon arrival on site the accredited Union representative will notify relevant Company personnel available of their presence. Nothing in this clause shall be contrary to law.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

All current Employees will be given a copy of this Award, along with all future Employees upon commencement.

24. No Disadvantage

Arising from the implementation of this Award, no Employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

25. Long Service Leave

Prior to commencement of employment, the Company will register a prospective Employee if not already registered with the Building and Construction Industry Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* and in particular, will issue as required all Certificates of Service with all details including the Employees registration number. An Employee will be entitled to payment of long service where applicable calculated on the hourly rate and company productivity allowance stipulated in this Award.

26. Picnic Day

Employees are required by the Company to provide proof of industry picnic day attendance, i.e., ticket purchase before payment is made for the day. A financial Union ticket recorded as "picnic paid" is deemed as evidence of ticket purchase. No work shall be scheduled on industry picnic day, i.e., the first Monday of December each year without agreement of the parties to this Award.

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award also acknowledge that good communication between the Union workplace delegate(s) and members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- (a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- (b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- (c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- (d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and / or other statutory obligations

27.2 Delegates and Their Rights

In this clause the expression "delegate" means an Employee who is the accredited representative of the Union at the workplace or within the Company.

- (a) The parties acknowledge it is the sole right of the Union and its members to elect Union delegate(s) who shall be recognised as the authorised representative of the Union

- (b) An elected delegate shall be paid the rate prescribed for CW7.
- (c) The delegate shall have the right to approach or be approached by any Employee of the Company to discuss industrial matters during normal work hours
- (d) The delegate shall have the right to communicate with members or potential members of the Union in relation to industrial matters without impediment from the Company. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by the Company:
- Moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members
 - Changing a delegates shifts, rosters or site so that communication with workers is prevented or significantly impeded
 - Disrupting duly organised meetings
- (e) The delegate shall be entitled to represent members or potential members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members or potential members:
- At all stages in the negotiation, renegotiation and/or implementation of agreements or other industrial instruments
 - The introduction of new technology and other forms of workplace change
 - Career path, reclassification, training issues and to initiate discussions and negotiations on any other matters affecting the employment of members
 - Ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements
 - To check with relevant industry schemes so as to ensure that superannuation, redundancy etc has been paid on time for all Employees and long service credited to a workers long service registration
- (f) In order to assist the delegate to effectively discharge his/her duties and responsibilities, the delegate shall be afforded the following rights:
- The right to reasonable communication with other delegates, Union officials and management in relation to industrial and related matters
 - A maximum of ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice
 - Paid time off to attend meetings of Union delegates in the industry, as authorised by the relevant Union Secretary or nominee
 - Time to check WorkCover and OH&S requirements are being complied with
- (g) The Company shall provide, if not already available the following to a delegate on a large construction site
- A lockable cabinet for the keeping of records
 - A lockable notice board for the placement of authorised Union notices
 - Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- (h) There shall be no deduction to wages where the Union requires a delegate to attend any court or industrial tribunal proceedings relating to industrial matters at the workplace impacting on Employees.
- (i) Nothing in this clause requires the election of a delegate on every workplace of the Company. The expectation of the parties would be that Employees would elect a delegate on large sites.

27.3 Union Membership

Properly accredited officials and workplace representatives of the Union shall have the right to be provided with appropriate access to Employees to promote the benefits of Union membership.

To assist in this process the Company shall:

- (a) If requested by the Union and authorised by the Employee, provide payroll deduction services for Union fees. Such fees shall be remitted to the Union on a regular agreed basis with enough information supplied to enable the Union to carry out reconciliation
- (b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form
- (c) Invite the Union to attend induction training of new Employees.
- (d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

The Company recognises its obligations in respect of compliance with Australian immigration laws.

Existing and prospective Employees may be required to complete the Authority contained in Appendix G of this Award to obtain from DIMIA (Department of Immigration and Multicultural and Indigenous Affairs) details of immigration status. No person will be allowed to undertake any work for the Company unless it is verified he/she has the right to work.

This provision will be strictly complied with by the Company.

29. Counselling and Disciplinary Procedures

The Company recognises the importance of clear and understood counselling and disciplinary procedures. Attached hereto as Appendix F of this Agreement is the procedures adopted by the Company and agreed with the workforce.

30. Audit and Compliance

The Union may require a comprehensive audit of Company time and wage books and related records unless contrary to law. The audit will be carried out by CAS Pty Ltd or an other agreed audit company. The cost of the audit will be met by the Company. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. All in payment systems, sham sub-contract arrangements/other systems of engagement designed to circumvent this Agreement and cash in hand payments in lieu of conditions and/or overtime are strictly prohibited.

If the Company is identified paying 'all in' it will pay the 'all in' rate being paid to all Employees on that site plus all conditions of this Agreement for job duration. Work will not be sublet to another company except by agreement of the parties to this Agreement or where the work is of a specialist nature.

31. Endorsement of the Agreement

The parties recognise that each has a responsibility to ensure the successful operation of this Award. The signatures below testify the fact that the Award has been endorsed at peak Company, Union and Employee levels.

APPENDIX A

Discrimination & Sexual Harassment

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

In respect to this the aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the Sex Discrimination Act 1984 and the *Anti Discrimination Act 1977*.

The Company fully complies with all applicable requirements of the federal and state legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability or age.

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Should there be an occurrence where a complaint of discrimination or sexual harassment has been received, the Company consultative committee where it has been established shall be responsible for assessing and reviewing the complaint matter, with the complete co-operation of management.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved.

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award/Agreement Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1 Trades Labourer, Jackhammer Operator, Mixer Driver (Concrete), Gantry Hand or Crane Hand Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater, Roof Layer, Dump Cart Operator, Concrete Formwork Stripper, Nipper, Stonemason Assistant, Mobile Concrete Pump Hoseperson or Linehand.	CW1	92
Construction Worker Level 2 Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer,	CW2	96
Construction Worker Level 3 Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes, Mobile Concrete Line Pump Operator.	CW3 (Non Trade)	100
Construction Worker Level 3 All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker	CW3 (Trade)	100
Construction Worker Level 4 Marker-Setter Out, Signwriter, Lettercutter, Group B Operators: Tractor- up to, but not exceeding 48kw (65hp), Skid Steer Tractor- up to, but not exceeding 48kw (65hp), Mobile Crane- up to and including 10 tonnes, Floating Crane- up to and including 10 tonnes, Other Cranes- over 5 tonnes and not exceeding 15 tonnes, Road Roller, Mobile Concrete Boom Pump Operator, Compactor - up to, but not exceeding 48kw (65hp), fork lift - up to, but not exceeding 48kw (65hp)	CW4	105
Construction Worker Level 5 Carver, Special Class Tradesperson, Refractory Bricklayer, Group C, D & E Operators: Tractor- from 48kw (65hp) up to, but not exceeding 370kw (500hp), Loader-front end and overhead- from 48kw (65hp) up to, but not exceeding 370kw (500hp), Dragline / Shovel Excavator- up to, but not exceeding 3.0 cubic metre capacity, Dumper- up to, but not exceeding 100 tonnes, Grader, Compactor- from 48kw (65hp), Skid	CW5	110

Steer Tractor- from 48kw (65hp), Forklift- from 48kw (65hp) up to, but not exceeding 220kw (295hp), Mobile Crane- over 10 tonnes (note the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).

Construction Worker Level 6 CW6 115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp), Side boom / pipe layer - from 220kw (600hp)

Construction Worker Level 7 CW7 120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Crew (one (1) Crane Operator, two (2) dogmen), Union Delegate, Sub Foreperson (bridge and wharf carpenter)

Construction Worker Level 8 CW8 125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing, Carpenter-Diver (note: 31 divisor for hourly rate), Foreperson (bridge and wharf carpenter)

APPENDIX B

For Work within the Counties of Cumberland, Camden and Northumberland and Tweed Shire - Byron Shire Local Council Boundaries

Rates applicable from 1 July 2004

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

The CW (2) rate will be paid to a labourer on a daily basis where higher duties e.g., scaffolding, hoist operator are being performed.

The CW3 (trade) rate includes provision for payment of a tool allowance. The CW3 NT (non-trade) rate does not include the provision.

APPENDIX C

For Work within the Counties of Cumberland, Camden and Northumberland and Tweed Shire - Byron Shire Local Council Boundaries

Extra Benefits and Provisions

Company Productivity Allowance

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Where the host company has a Union EBA the Company will pay Employees the applicable company productivity allowance.

Where the host company and/or the major builder/contractor has a pay arrangement with the company productivity allowance included in the all purpose hourly rate of this Agreement the Company will pay Employees \$4.00 per hour worked. Such company's include Multiplex Constructions (NSW) Pty Ltd, Boulderstone Hornibrook Construction Pty Ltd and Walter Construction Group Limited.

Where the Company provides labour to a Scaffolding company who has a Union Enterprise Agreement the productivity allowance shall be \$4.50 per hour.

Where the Company provides labour to a Pre-stressing company who has a Union Enterprise Agreement or Grocon Constructors Pty Ltd the productivity allowance shall be \$6.00 and \$6.50 respectively and shall incorporate any site allowance applicable to the project on which the work is being performed.

This allowance will be paid in full weekly for each hour worked. The allowance will not be paid when Employees leave site due to inclement weather.

Provided that traffic control duties will attract a company productivity allowance of \$1.50 per hour worked (this allowance is applicable regardless of the host company having or not having a Union EBA).

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent Award shall apply.

It is understood by the parties that the Union reserves its right to pursue payment of additional superannuation in project agreements. However the Union gives an undertaking not to pursue claims in excess of 9% or the following amounts whichever is the greater:

1 July 2004 - \$100.00 per week

1 July 2005 - \$110.00 per week

1 July 2007 - \$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week (or \$12.00 per day Monday to Friday inclusive for each day worked) into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 per week (or \$13.60 per day) from 1 January 2007.

The level of redundancy payable will be increased where the level payable by a host company to Employees is higher than the provision of this Agreement. Where applicable the redundancy is paid pro-rata.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) and where the host company does not have a Union Enterprise Bargaining Agreement, Employees agree to a payment of \$35.00 per week (or \$7.00 per day Monday to Friday inclusive for each day worked). This contribution will increase to \$40.00 per week (or \$8.00 per day) from 1 January 2007. In such circumstances the Company will maintain appropriate records for verification. In the absence of records, the higher provision is payable.

Once an Employee has accrued 8 weeks pay in their ACIRT account they may elect to have their redundancy contribution paid into Cbus.

A casual Employee in receipt of the 25% casual loading as contained in clause 17 of this Agreement has no redundancy entitlement.

Fares Allowance

The Company will pay a fares allowance of \$17.45 per day for each day worked (including RDO's) increasing to \$25.00 per day for each day worked (including RDO's) from 1 July 2005.

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Inclement Weather

All Employees shall be available to clean up and/or de-water relevant work areas as directed following inclement weather where applicable.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project / builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Hoist Breakdown

The parties agree that where the personnel hoist(s) provided on a project ceases to work or breaks down, as a temporary measure Employees will be required to access their relevant work areas with consideration to safe access, via stairs provided. Under these circumstances, and in consultation with the site safety committee and/or site Union delegate, Employees will be expected to access their relevant work areas without unreasonable restriction

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX C 1**Regional Work Only****Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$2.00 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

Employees may agree that this allowance be \$1.00 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Where the host company has a Union EBA the Company will pay Employees the applicable company productivity allowance.

Where the host company and/or the major builder/contractor has a pay arrangement with the company productivity allowance included in the all purpose hourly rate of this Agreement the Company will pay Employees \$4.00 per hour worked. Such company's include Multiplex Constructions (NSW) Pty Ltd, Boulderstone Hornibrook Construction Pty Ltd and Walter Construction Group Limited.

Where the Company provides labour to a Scaffolding company who has a Union Enterprise Agreement the productivity allowance shall be \$4.50 per hour.

Where the Company provides labour to a Pre-stressing company who has a Union Enterprise Agreement or Grocon Constructors Pty Ltd the productivity allowance shall be \$6.00 and \$6.50 respectively and shall incorporate any site allowance applicable to the project on which the work is being performed.

This allowance will be paid in full weekly for each hour worked. The allowance will not be paid when Employees leave site due to inclement weather.

Provided that traffic control duties will attract a company productivity allowance of \$1.50 per hour worked (this allowance is applicable regardless of the host company having or not having a Union EBA).

Superannuation Entitlement

The Company will contribute 9% of ordinary time earnings into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Award. In respect of any applicable company productivity/site/regional EBA allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Award shall apply.

Redundancy Entitlement

The Company will contribute \$30.00 per week (or \$6.00 per day worked Monday to Friday) per Employee into the Australian Construction Industry Redundancy Trust (ACIRT).

On projects where the builder's package is over \$5 million the Company will contribute \$40.00 per week (or \$8.00 per day worked Monday to Friday) per Employee into ACIRT.

Once an Employee has accrued 8 weeks pay in their ACIRT account they may elect to have their redundancy contribution paid into cbus.

Fares Allowance

The Company will pay a fares allowance of \$17.45 per day for each day worked (including RDO's) increasing to \$20.00 per day for each day worked (including RDO's) from 1 July 2005.

Additional Meal Allowance Provision

In lieu of the Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime found in the Award. This amount shall replace the amount prescribed by the Award(s) and shall remain in force without variation for the duration of the Agreement.

Inclement Weather

All Employees shall be available to clean up and/or de-water relevant work areas as directed following inclement weather where applicable.

Hoist Breakdown

The parties agree that where the personnel hoist(s) provided on a project ceases to work or breaks down, as a temporary measure Employees will be required to access their relevant work areas with consideration to safe access, via stairs provided. Under these circumstances, and in consultation with the site safety committee and / or site Union delegate, Employees will be expected to access their relevant work areas without unreasonable restriction. On projects in excess of 4 stories the Company is required to provide a man hoist.

APPENDIX D

For Work within the Counties of Cumberland, Camden and Northumberland and Tweed Shire - Byron Shire Local Council Boundaries

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

Any dispute in respect of the application of this clause will be settled in accordance with Clause 18 of this Award without recourse to industrial action.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

It is recognised that there may be a need to use a group apprenticeship company to engage apprentices. In such circumstances there will be consultation and agreement with the Consultative Committee of the Company and or with representatives of the Employees of the Company.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

The Company will contribute monthly 9% of ordinary time earnings (greater if required by legislation) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowances and any other allowances or loadings prescribed by the Parent Award. All other provisions of the Parent Award shall apply.

Redundancy

The Company will contribute weekly \$25.00 for 1st and 2nd year apprentices and \$35.00 for 3rd and 4th year apprentices into the Australian Construction Industry Redundancy Trust (ACIRT). If not already paid, this level of contribution will apply from date of signature of this Award.

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX D1

Regional Work Only

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

Any dispute in respect of the application of this clause will be settled in accordance with Clause 18 of this Agreement without recourse to industrial action.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Building and Construction Industry (State) Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Award.

It is recognised that there may be a need to use a group apprenticeship company to engage apprentices. In such circumstances there will be consultation and agreement with the Consultative Committee of the Company and or with representatives of the Employees of the Company.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$1.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$2.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

The Company will contribute monthly 9% of ordinary time earnings (greater if required by legislation) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowances and any other allowances or loadings prescribed by the Award. All other provisions of the Award shall apply.

Redundancy

The Company will contribute weekly \$15.00 for 1st and 2nd year apprentices and \$20.00 for 3rd and 4th year apprentices into the Australian Construction Industry Redundancy Trust (ACIRT). If not already paid, this level of contribution will apply from date of signature of this Agreement.

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E**Leisure Days and Public Holidays Calendar 2005-2008****36 hour week accruals**

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

Upon termination, the Company is required to pay Employees all unused RDO accruals.

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

No Work Saturday

On this calendar we have made provision for No Work paid RDO Saturdays which are the Saturdays coinciding with public holiday long weekends. Employees shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday

Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday

Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)

Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)

Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

This procedure applies in respect of Employees at the conclusion of their probationary period. Upon commencement of employment an Employee will be advised of the following procedure. The procedure will apply in all cases where formal counselling and disciplinary action is necessary.

Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following counselling procedure will be applied. An Employee may elect at any step to have a Union delegate present.

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then:

- Remind the Employee of the procedures;
- Issue a verbal first warning;
- Advise the Employee of the standards of improvement required

Step 2 - First Written Warning/Improved Performance

If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a written warning detailing:

The issues of concern;
The standards of improvement required

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

Step 3 - Final Written Warning/Improved Performance

If the Employee fails to meet the standards of improvement in accordance with Step 2 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him/her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a final written warning detailing:

The issues of concern;
The standards of improvement required;
That it is a final written warning and that failure to meet the standards of improvement stated therein will lead to dismissal

The relevant Employee being counselled will be requested to sign a copy of the written warnings referred to in Step 2 and Step 3 of this clause.

Revocation of Warning

If an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of 3 months, then the Employee may be terminated

If the Employee fails to meet agreed standards of improvement in accordance with Step 3 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him/her of the problems that it believes exist. The Employee will have the opportunity to respond to the allegations. If appropriate the Company may then issue a written notice of dismissal in accordance with this Award detailing the reasons for the dismissal

Serious and Wilful Misconduct

In the case of serious and wilful misconduct (e.g. theft, assault), the following procedure will be followed:

The Company shall have a discussion with the Employee in which it will advise him/her of the alleged serious and wilful misconduct. The Employee shall be entitled to have a Union delegate/Organiser in attendance and will have the opportunity to respond to the allegation. If appropriate the Company may then issue a written notice of dismissal detailing the reasons for the dismissal.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G**Authority to obtain details of work rights from DIMIA****EMPLOYEE DETAILS**

As specified in passport or other identity document)

Family Name:

Given Name(s):

Other Name(s) used (e.g. maiden name):

Date of Birth: ____ / ____ / ____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: ____ / ____ / ____

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer / labour supplier.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature:

Date: ____ / ____ / ____

EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name:

Business Street Address

Type of Business

Name of Contact Person:

Telephone:

Fax:

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct

THE COMPLETED FORM SHOULD BE
FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR
RECORDS, THE EMPLOYEE'S WORK
RIGHTS STATUS WILL BE FAXED TO YOU
WITHIN ONE WORKING DAY.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(1107)

SERIAL C4799

HIGHER SCHOOL CERTIFICATE AND SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Board of Studies.

(No. IRC 2465 of 2006)

Before The Honourable Justice Schmidt

14 June 2006

AWARD

This award is arranged as follows

Section 1 - The Award

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

- | | |
|----|-------------|
| 1. | Award Title |
| 2. | Intention |
| 3. | Definitions |

Section 2 - Conditions of Marking and Related Matters

- | | |
|----|---------------------------|
| 4. | HSC Marking Procedures |
| 5. | Marking of Written Papers |
| 6. | Privacy |

Section 3 - Conditions of Employment

- | | |
|-----|---|
| 7. | Duties of Marking, Advice Line and Inquiry Centre Staff |
| 8. | Hours of Work |
| 9. | Provision of Facilities |
| 10. | Recruitment and Appointment of Marking Staff |
| 11. | Termination of Services |
| 12. | Qualifications |
| 13. | Reporting of Performance |
| 14. | Family Leave Provisions |

Section 4 - Rates of Pay and Allowances

- | | |
|-----|--------------------------------------|
| 15. | Rates of Pay and Allowances |
| 16. | Deduction of Unions' Membership Fees |
| 17. | Superannuation |
| 18. | Salary Sacrifice to Superannuation |

Section 5 - Award Compliance and Related Matters

- | | |
|-----|---------------------------------------|
| 19. | Nomination of Unions' Representatives |
| 20. | Dispute Resolution Procedures |
| 21. | No Further Claims |
| 22. | Anti-Discrimination |
| 23. | Occupational Health and Safety |

24. Area Incidence and Duration

Schedule 1

Table 1 - Weekday, Weekday Supplementary,
Weeknight/Saturday and Sunday Rates

Table 2 - Domestic Marking Rates

Table 3 - Languages Other Than English (LOTE) Examiners
Hourly Rates

Table 4 - Other Rates and Allowances

SECTION 1 - THE AWARD**1. Title**

This award shall be known as the Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award.

2. Intention

The award accommodates reforms attaching to the implementation of standards referenced assessment for the New HSC from 2000 and the School Certificate from 1998 arising from the Government's White Paper "Securing Their Future".

3. Definitions

- 3.1 "the Act" means the *Public Sector Employment and Management Act 2002*.
- 3.2 "Assistant Officer in Charge HSC Inquiry Centre" means a person employed as such to assist the Director, Examinations and Certification, or delegate, in the supervision of the HSC Inquiry Centre.
- 3.3 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.4 "Board" means the Board of Studies, a statutory body corporate established by Section 99 of the *Education Act 1990*.
- 3.5 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examination and SC test responses, whether written or other, carried out at centres designated by the General Manager during the day and night.
- 3.6 "Director, Examinations" means the person holding or acting in the Senior Executive position appointed as such pursuant to Section 17 of the *Public Sector Employment and Management Act 2002*.
- 3.7 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question.
- 3.8 "Domestic Marker" means a person employed as such to undertake a program of marking of the HSC/SC and paid by the number of scripts marked, with additional payment on an hourly basis for briefing and pilot marking.
- 3.9 "Domestic Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examination and SC test responses, whether written or other, where the responses are collected by or delivered to the markers to mark in their own time, and at individual locations.
- 3.10 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the

- approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.11 "Employees" means Markers, Domestic Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, HSC Advice Line Subject Coordinators, HSC Advice Line Advisers, Assistant Officer-in-Charge Inquiry Centre, Inquiry Officers, LOTE Examiners, LOTE Casuals and HSC Advice Line Operational Managers.
- 3.12 "General Manager" means the person holding or acting in the position of Department Head of the Office of the Board of Studies.
- 3.13 "HSC" means the Higher School Certificate examination.
- 3.14 "HSC Advice Line Adviser" means a person employed as such to provide advice to students at the HSC Advice Line.
- 3.15 "HSC Advice Line" means the telephone advisory service operating in the weeks immediately prior to and during the HSC examination period to offer HSC students advice and information from highly qualified teachers casually employed by the Board of Studies for that purpose.
- 3.16 "HSC Advice Line Staff" means persons employed in the classifications of HSC Advice Line Adviser, HSC Advice Line Subject Coordinator and HSC Advice Line Operations Manager.
- 3.17 "HSC Advice Line Subject Coordinator" means a person employed as such to coordinate the work of HSC Advice Line Advisers in specific HSC subjects, courses or parts of courses at the HSC Advice Line.
- 3.18 "HSC Advice Line Operational Manager" means a person employed as such to manage the HSC Advice Line.
- 3.19 "HSC Inquiry Centre" means the HSC telephone inquiry service which operates following the release of HSC results and is staffed by Inquiry Officers and the Assistant Officer-in-Charge HSC Inquiry Centre.
- 3.20 "HSC Inquiry Centre Staff" means persons employed in the classifications of Inquiry Officer and the Assistant Officer in Charge HSC Inquiry Centre.
- 3.21 "Inquiry Officer" means a person employed as such to answer inquiries from students at the HSC Inquiry Centre.
- 3.22 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examination and SC test responses, whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.23 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the General Manager for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.24 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the General Manager. LOTE Casuals do not assign marks.
- 3.25 "Marker" means a person employed as such for the purpose of Corporate marking or Itinerant marking.
- 3.26 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.

- 3.27 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.
- 3.28 "Parties" means the General Manager and the unions.
- 3.29 "SC" means the School Certificate tests.
- 3.30 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.31 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the General Manager.
- 3.32 "Unions" means the New South Wales Teachers Federation, the National Tertiary Education Industry Union of New South Wales and the New South Wales Independent Education Union.

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
 - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.
- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

5. Marking of Written Papers

- 5.1 The majority of marking of written papers is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and
 - (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.

- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;
 - (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.
- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 At the beginning of each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

6. Privacy

The parties note the regulations to the *Education Act* 1990. In respect of the HSC Advice Line and HSC Inquiry Centre, information regarding individual students, individual Advice Line staff, individual Inquiry Centre staff and individual schools will not be publicly disclosed.

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking, Advice Line and Inquiry Centre Staff

7.1 Marking Staff

Without limiting the generality of clause 7.4, the duties of marking staff involve attendance at designated venues according to a program determined by the General Manager comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and performances for School Certificate and Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and domestic settings.

7.2 HSC Advice Line Staff

Without limiting the generality of clause 7.4, the duties of HSC Advice Line staff engaged for the HSC Advice Line service are to provide guidance and reassurance to individual candidates up to the commencement of nominated subject examinations about aspects of their studies. The Advice Line is a telephone service set up and supported by the Office and staffed by suitably qualified teaching service personnel.

7.3 Inquiry Centre Staff

Without limiting the generality of clause 7.4, the duties of Inquiry Centre staff are to respond to student and teacher questions regarding aspects of their Higher School Certificate results and assessment marks.

7.4 Duties as Directed

- (a) The General Manager, or 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 this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the General Manager pursuant to paragraph (a) of this clause shall be consistent with the General Manager's responsibility to provide a safe and healthy working environment.

8. Hours of Work

- 8.1 The ordinary hours of work for Employees shall be:
- (a) Monday to Friday Corporate Marking SC and HSC:
 - (i) 9 am to 5.30 pm; or
 - (ii) 4 pm to 9 pm.
 - (b) Monday to Friday HSC Advice Line - 4 pm to 10 pm in two shifts of 4 pm to 7 pm and 7 pm to 10 pm.
 - (c) Saturday Corporate Marking SC and HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 9 am to 5 pm.
 - (d) Saturday HSC Advice Line - 10 am to 6 pm in two shifts of 10 am to 2 pm and 2 pm to 6 pm.
 - (e) Sunday HSC Advice Line - 10 am to 10 pm in three shifts of 10 am to 2 pm, 2 pm to 6 pm, and 6 pm to 10 pm. In exceptional circumstances, by agreement between the parties, work may be performed in two shifts of 10 am to 4 pm and 4 pm to 10 pm, with a paid meal break of 40 minutes at a time that is convenient to both the HSC Advice Line staff person and the General Manager.
 - (f) Monday to Friday HSC Inquiry Centre - no more than eight hours employment in the period 8.30 am to 6 pm.
 - (g) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.
- 8.2 Provided that, with the exception of the HSC Advice Line staff, all other Employees will be entitled to a one-hour meal break between the hours, as applicable, of :
- (a) 12.30 pm to 2 pm, Monday to Friday;
 - (b) 6 pm to 7.30 pm, Monday to Friday;
 - (c) 12.30 pm to 2 pm, Saturday.
- 8.3 With the exception of HSC Advice Line staff, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked or, in the case of HSC Advice Line staff, reasonable breaks each hour will be provided.
- 8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.
- 8.5 With the exception of HSC Advice Line staff and HSC Inquiry Centre staff, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Director, Examinations to vary the hours of work for that subject as follows :
- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
 - (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
- 8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Director, Examinations to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.

- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in clauses 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in clauses 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in clause 15.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking to work beyond the scheduled finishing times described in clause 8.1. In the event this involves Employees working beyond their regular shift of 9 am to 5.30 pm weekdays and 9 am to 5 pm Saturday until 6.30 pm then a further meal allowance is payable notwithstanding the provisions of clause 15.5.

9. Provision of Facilities

9.1 Parking

Free secure car parking spaces and free transport to rail will be provided for HSC Advice Line staff who work past 6.30 p.m.

9.2 Tea/Coffee

9.2.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.

9.2.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.

9.2.3 Employees will supply their own cups for tea and coffee during the employment.

9.3 Occupational Health and Safety

9.3.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with occupational health and safety legislation standards.

9.3.2 Personal headsets will be provided for HSC Advice Line and HSC Inquiry Centre staff.

9.4 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Employees will carry identification cards at all times during the marking, the HSC Advice Line and the HSC Inquiry Centre processes. Employees will replace photographs in the event of the loss of a card.

9.5 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

10. Recruitment and Appointment of Marking Staff

10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Director, Examinations. The following factors will be used in selecting the most eligible applicant.

10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.

10.1.2 Substantial and recent teaching experience at a senior level.

- 10.1.3 Demonstrated high level organisational, management and leadership skills. eg. position on staff.
- 10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.
- 10.1.5 Qualifications in the subject - university degree or recognised equivalent.
- 10.1.6 Membership of professional bodies associated with the subject, eg. curriculum committees, professional associations, etc.

10.2 Advice Line Subject Coordinators

Subject Coordinators will be considered by a Selection Committee chaired by the Director, Examinations. The following factors will be used in selecting the most eligible applicant.

- 10.2.1 Previous experience as an Adviser or Assistant Subject Coordinator.
- 10.2.2 Previous marking experience as a Senior Marker, Coordinating Senior Marker, Assistant Supervisor of Marking or Supervisor of Marking.
- 10.2.3 Substantial and recent teaching experience at a senior level.
- 10.2.4 Demonstrated high level organisational, management and leadership skills. eg. position on staff.
- 10.2.5 Qualifications in the subject - university degree or recognised equivalent.
- 10.2.6 Membership of professional bodies associated with the subject, eg. curriculum committees, professional associations, etc.

10.3. Criteria for Marker and Adviser Selection

- 10.3.1 The Office of the Board of Studies will ensure that subject specific criteria used by the Supervisor of Marking (SOM)/Advice Line Subject Co-ordinator (SC) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers and advisers.

- 10.3.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker/adviser.
- 10.3.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.
- 10.3.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.
- 10.3.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker/adviser.
- 10.3.1.5 Current position within the school - School Principals are not eligible for appointment as a marker/adviser. Preference is given to teachers directly involved in the organisation and teaching of the subject.
- 10.3.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances

where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.

- 10.3.1.7 Turnover of markers/advisers - A minimum of 10 per cent of markers/advisers appointed each year will not have marked/advised previously. This is a policy aimed at increasing the pool of teachers with marking/advising experience in each subject.

In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking/advising may be applied.

- 10.3.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.

- 10.3.1.9 Previous satisfactory marking/advising - Although previous marking/advising experience should be considered in determining an applicant's qualifications for appointment, the Office of the Board of Studies will not automatically reappoint a marker/adviser from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.

- 10.3.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if the Office of the Board of Studies deems their experience relevant to the marking program.

- 10.3.1.11 Distance - Appointment of markers/advisers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.

Applicants who live a long distance from the Advice Line/marketing centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.

- 10.3.1.12 Signature of the Principal - The Principal (or Dean of Studies at TAFE or relevant supervisor) is required to sign a declaration concerning the applicant's employment status and availability. If the applicant is working at a school/college, but no Principal's signature is present, the applicant is not eligible for appointment. The Principal/Dean of TAFE/relevant supervisor must indicate if they are recommending or not recommending the application.

- 10.3.1.13 Completed application forms - Selection of markers/advisers is based on the information provided on the application form. The Office of the Board of Studies will not contact an applicant who has not completed a section of the form which is crucial in determining that person's eligibility. Applicants are responsible for the provision of complete and accurate information necessary to make selections.

- 10.3.1.14 Date of application lodgement - If a marker's/adviser's application form is received after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.

- 10.3.1.15 Representation from various schools and from different education systems In selecting markers, consideration will be given to a balanced representation of markers/advisers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

10.3.2 Criteria Specific to Marker Selection -

- 10.3.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.
- 10.3.2.2 Examination Committee members - Members of the Examination Committee will not be given automatic appointment as markers.
- 10.3.2.3 Availability - Teachers appointed for marking will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment by signing the Applicant's Declaration on the reverse side of their application form. Any applicants who have not signed the Applicant's Declaration will not be appointed.

10.3.3 Criteria Specific to Adviser Selection -

- 10.3.3.1 Availability - Successful applicants may be required to attend the appropriate briefing session for their chosen subject. While availability at all Advice Line sessions is not essential, it is expected that successful applicants will be available for the majority of these sessions and will have agreed to this and all other conditions of employment by signing the Applicant's Declaration on the reverse side of their application form. Any applicants who have not signed the Applicant's Declaration will not be appointed.
- 10.3.3.2 Applicants not eligible for appointment - Members of the Examination Committee, Examination Assessors and any other person who has viewed the examination papers for the current year in the particular subject/course are not eligible for appointment.
- 10.3.3.3 Recent teaching of the subject/course - Suitably qualified applicants who have taught the course to HSC level in the current year will be given preference in selection.

10.4 Provision of Information

- (a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.
- (b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.
- (c) An applicant who is not appointed shall be advised of the reason for non-appointment.

11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the General Manager.

13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC/SC marking with the exception of HSC Advice Line and HSC Inquiry Centre staff. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;
- (iii) an indication of his/her attendance record throughout the marking; and
- (iv) a written comment describing his/her performance throughout the marking.

14. Family Leave Provisions

14.1 The General Manager must not fail to re-engage an Employee because:

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

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

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

14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member being:

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

who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in clause 14.3, and the notice requirements set out in clause 14.4.

14.2.2 The General Manager and the Employee shall agree on the period which the Employee will be 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.

- 14.2.3 The General Manager must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.
- 14.3 The Employee, shall if required,
- 14.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- 14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.
- In normal circumstances, an Employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- 14.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order [PR964989]).
- 14.5 Bereavement entitlements for Employees
- 14.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 14.5.2 The General Manager 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 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.
- 14.5.3 The General Manager must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.
- 14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order [PR964989]).

SECTION 4 - RATES OF PAY AND ALLOWANCES

15. Rates of Pay and Allowances

- 15.1 The monetary rates covered by this award are set out in tables 1-4 of Schedule 1 of this award :
- Table 1. Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates
- Table 2. Domestic marking rates
- Table 3. Languages other than English (LOTE) Examiner Hourly Rates
- Table 4. Other Rates and Allowances

15.2 Rates of Pay

- 15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.
- 15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.
- 15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which clause 15.2.2 applies.
- 15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.
- 15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at clause 15.2.2 by $5\frac{1}{2}$ being the number of paid hours compensated by the Weekday Supplementary rates.
- 15.2.6 During the summer school vacation HSC Inquiry Centre Staff are paid the Weeknight/Saturday rates at clause 15.2.1 for all hours worked, except for Sunday when the Sunday rates at clause 15.2.4 apply. At other times the rates at clauses 15.2.1, 15.2.2 or 15.2.3 will be paid, as applicable.
- 15.2.7 Domestic Marking Rates :
- (a) Where marking is conducted in a domestic marking mode the rates for such domestic marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
 - (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in Table 3.

15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.

15.4 Minimum Payments

- 15.4.1 No employee engaged in corporate marking shall be paid for less than 4 hours from the time of starting work.
- 15.4.2 HSC Student Advice Line staff required to attend on any day shall be paid no less than for the shift engagement time.
- 15.4.3 HSC Inquiry Centre staff required to attend on any day shall be paid no less than for 6 hours.
- 15.4.4 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.

- 15.4.5 Languages other than English (LOTE) Casuals shall be paid a minimum of 4 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.
- 15.4.6 Corporate Markers engaged :
- (a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,
 - (b) on a Saturday shall be paid a minimum of 4 hours from the time of starting work on Saturdays.
- 15.4.7 Itinerant Markers engaged :
- (a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,
 - (b) on a Saturday shall be paid a minimum of 4 hours calculated from the time of starting work on Saturdays.
- 15.4.8 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre/advice line/inquiry centre early and works less than the minimum payment hours.

15.5 Meal Allowance

A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for HSC Advice Line Advisers and LOTE Examiners and LOTE Casuals.

15.6 Travel Allowances

- 15.6.1 Travelling allowances for all Employees engaged in corporate marking, the HSC Advice Line and the HSC Inquiry Centre, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.
- 15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4 (a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4 (a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to clause 8.7.

- 15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:
- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
 - (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of

160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4 (b) of Table 4; or

- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4 Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

15.8 The Allowances at clauses 15.5, 15.6 and 15.7 will be adjusted in accordance with the rates as approved from time to time by the Director-General of Premier's Department.

16. Deduction of Unions' Membership Fees

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

17. Superannuation

All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 15.2 Rates of Pay.

18. Salary Sacrifice to Superannuation

18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary

payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

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

- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.

18.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:

- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.

18.5 Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 18.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

19. Nomination of Unions' Representatives

In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

20. Dispute Resolution Procedures

20.1 Subject to the provisions of the *Industrial Relations Act 1996*:

20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.

20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Director, Examinations with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the General Manager and the General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

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

20.2 Whilst the procedures outlined in clause 20.1 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.

21. No Further Claims

21.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2008 in relation to matters expressly contained in this award.

22. Anti-Discrimination

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

22.2 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.

- 22.3 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.
- 22.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 22.5 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.

23. Occupational Health and Safety

- 23.1 For the purposes of this clause, the following definitions shall apply:
- (a) A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer’s own employees.
- 23.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer’s premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 23.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 23.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

23.5 This clause operates from 1 March 2006.

24. Area Incidence and Duration

24.1 This award:

24.1.1 Rescinds and replaces the Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award published on 23 December 2005 as varied (355 I.G. 539).

24.1.2 Covers all casual employees employed by the Office of the Board of Studies pursuant to the Act engaged to mark the Higher School Certificate examinations and the School Certificate Tests and to provide advice to students through the Higher School Certificate Advice Line and Higher School Certificate Inquiry Centre at various locations determined by the General Manager, Office of the Board of Studies, New South Wales.

24.1.3 This award takes effect on and from 1 January 2006 with a nominal term until and including 31 December 2008.

24.1.4 This award will remain in force until rescinded.

SCHEDULE 1**Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates**

Classification	Weekday Rates \$ per hour On and from			Weekday Supplementary Rates \$ per day On and from			Weeknight and Saturday Rate \$ per hour On and from			Sunday Rates \$ per hour On and from		
	1/1/06 4.0%	1/1/07 4.0%	1/1/08 4.0%	1/1/06 4.0%	1/1/07 4.0%	1/1/08 4.0%	1/1/06 4.0%	1/1/07 4.0%	1/1/08 4.0%	1/1/06 4.0%	1/1/07 4.0%	1/1/08 4.0%
Marker	55.67	57.90	60.22	53.96	56.12	58.36	62.02	64.50	67.08	83.48	86.82	90.29
LOTE Examiner	N/A	N/A	N/A	53.96	56.12	58.36	62.02	64.50	67.08	83.48	86.82	90.29
LOTE Casual	55.66	57.89	60.21	N/A	N/A	N/A	62.02	64.50	67.08	83.48	86.82	90.29
1. Senior Marker 2. HSC Advice Line Adviser 3. HSC Inquiry Centre Inquiry Officer (Note 1)	69.10	71.86	74.73	63.65	66.20	68.85	76.94	80.02	83.22	103.64	107.79	112.10
1. Asst. Supervisor of Marking 2. Subject Co-ordinator HSC Advice Line 3. Assistant Officer in Charge HSC Inquiry Centre (Note 1)	79.90	83.10	86.42	73.62	76.57	79.63	88.99	92.55	96.25	119.81	124.60	129.58
1. Supervisor of Marking 2. HSC Advice Line Operations Manager	88.50	92.04	95.72	81.56	84.82	88.21	98.58	102.52	106.62	132.79	138.10	143.62

Note (1) : Refer to provisions that apply to HSC Inquiry Centre Staff at clause 15.2.6.

**Table 2 - Domestic Marking Rates
On and from :**

HSC	1/1/06 4.0% \$	1/1/07 4.0% \$	1/1/08 4.0% \$
(a) Mathematics - Payments will be on a per question basis:			
Base Rate (Mathematics in Practice/Mathematics in Society/General Mathematics Paper from 2001)	1.913	1.990	2.070
2-3 Unit Paper - Mathematics Paper from 2001	2.102	2.186	2.273
3 Unit Additional Paper - Mathematics Extension 1 Paper from 2001	2.279	2.370	2.465
4 Unit Additional Paper - Mathematics Extension 2 Paper from 2001	3.111	3.235	3.364
(b) Other Subjects - Payments will be on a per three hour paper basis:			
Base Rate	19.115	19.880	20.675
3 Unit Additional Paper -	23.910	24.866	25.861

**Table 3 - Languages Other Than English (LOTE) Examiners Hourly Rates
On and from :**

A. Weekday Examining	1/1/06 Rates per hour \$	1/1/07 Rates per hour \$	1/1/08 Rates per hour \$
1. Languages other than English (LOTE) Examiners	9.82	10.21	10.62

Table 4 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$	
			(a) Daily Rate \$	(b) Hourly Rate \$
1	15.7	Subsistence Allowance - Capital City Rate Wagga Wagga Newcastle Wollongong Bathurst Other Country Centres	248.00 170.00 199.00 191.00 170.00 158.00	10.33 7.08 8.29 7.96 7.08 6.58
2	15.5	Meal Allowance	21.10	
3	15.6.1	Travel Allowance (based on 40 km multiplied by the Transport Allowance per kilometre rate determined by the Public Employment Office pursuant to clause 15.8) : Employees engaged in Corporate marking in metropolitan areas of Sydney, Newcastle and Wollongong, HSC Advice Line and HSC Inquiry Centre	13.48 per day	

	15.6.3(a)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong										
4		Motor Vehicle Allowance - distances exceeding travel to and from usual place of residence and usual place of work:										
(a)	15.6.2	Itinerant Markers	0.736 per km									
(b)	15.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40 km up to a maximum 160 km per day	0.337 per km									
5	15.6.3(c)	Travel Allowance fixed payment for : Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area and in excess of 100 km from the marking centre	<table border="1"> <tr> <td>1/1/06</td> <td>1/1/07</td> <td>1/1/08</td> </tr> <tr> <td>4%</td> <td>4%</td> <td>4%</td> </tr> <tr> <td>\$104</td> <td>\$108.16</td> <td>\$112.49</td> </tr> </table>	1/1/06	1/1/07	1/1/08	4%	4%	4%	\$104	\$108.16	\$112.49
1/1/06	1/1/07	1/1/08										
4%	4%	4%										
\$104	\$108.16	\$112.49										
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	\$200 once per engagement									

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

FSU - FUTUREPLUS ENTERPRISE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Finance Sector Union of Australia, Commonwealth Bank Officers Section, NSW Branch, Industrial Organisation of Employees.

(No. IRC 1135 of 2006)

Before The Honourable Justice Schmidt

10 March 2006

AWARD**PART A - CONDITIONS****1. Arrangement**

This award is arranged in the following manner:

PART A - CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Terms of Engagement
4.	Job Grades
5.	Hours
6.	Casual and Part-time Employees
7.	Public Holidays
8.	Meal Break
9.	Payment of Wages
10.	Overtime and Meal Allowance
11.	Time Off In Lieu of Payment for Overtime
12.	Higher Duties
13.	Finishing at Night
14.	Travelling Expenses
15.	First Aid Allowance
16.	Annual Leave
17.	Long Service Leave
18.	Sick Leave
19.	Personal/Carer's Leave
20.	Bereavement Leave
21.	Parental Leave
22.	Military, Community Service and Jury Duty
23.	Superannuation
24.	Workplace Relations
25.	Information Sharing
26.	Trade Union Training Leave
27.	Industrial Leave
28.	Right of Entry
29.	FSU Representatives
30.	Inductions
31.	Training
32.	Consultation
33.	Termination of Employment
34.	Redundancy

35. Deduction of Union Membership Fees
36. Salary Packaging
37. Dispute Avoidance and Grievance Procedure
38. Area, Incidence and Duration
39. Anti-Discrimination

PART B - MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Definitions

- 2.1 "Casual employee" shall mean an employee engaged by the hour.
- 2.2 "Part-time employee" shall mean an employee who works less than 35 hours per week.
- 2.3 "Temporary Employee" shall be a full-time or part-time employee engaged for a specified period of time or specified task.
- 2.4 "Union" shall mean the Finance Sector Union, New South Wales Branch.
- 2.5 "Employer" shall mean FuturePlus Group and any other related business
- 2.6 "Employee" shall mean any person engaged under any contract, of which labour constitutes greater than half the value.
- 2.7 "Total Remuneration Package" shall mean the cash salary of an employee, plus the 9% Superannuation Guarantee Charge.

3. Terms of Engagement

- 3.1 All employees shall be employed as full-time, part-time or casual employees in accordance with the terms and conditions of this Award.
- 3.2 An employer shall inform each employee as to the terms of his/her engagement, and in particular whether he or she is a full-time, part-time or casual employee.
- 3.3 The employer may offer an employee a change in the terms of his or her engagement from Part-time to Full-Time or from Casual to either Part-Time or Full-Time, subject to the terms of this Award.

4. Job Grades

With the exception of individuals engaged on the Australian Government New Entry Traineeship program, the following classifications shall apply:

Grade 1

A Grade 1 position is one in which employees' work within established routines, methods and procedures that are predictable and may require the exercise of limited discretion.

Typical activities and skills may include but are not limited to:

applying basic office procedures;

operating office equipment;

receiving, sorting, distributing & filing correspondence and documents;

performing defined data entry/inquiry tasks;

answering enquiries using a general knowledge of the FuturePlus services.

Maybe, a Trainee with little or no vocational training and/or work experience (e.g. recent school leaver)

Grade 2

A Grade 2 position performs tasks and service requirements given authority within defined limits and employer established guidelines, using a more extensive range of skills and knowledge at a level higher than in Grade 1.

Grade 2 employees are responsible for their own work which is performed within established routines, methods and procedures.

Typical activities and skills may include but are not limited to:

Processing of standard documentation

Answering enquiries from members and external parties using a detailed knowledge of specific FuturePlus methods/procedures/processes.

Drafting correspondence appropriate to job function

Organising own work schedule

Providing information/assistance to other employees

Clerical/Service support, usually requiring some work experience; or Trainee within a technical stream (e.g. part way through a TAFE certificate or associate diploma or substantial industry training program)

Grade 3

A Grade 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in Grade 2.

The position encompasses discretion in achieving tasks outcomes. A level of delegation and authority may be employed consistent with the job function and is performed predominantly within established policies and guidelines.

Those employed at this level are responsible and accountable for their own work, and may be expected to provide direction to other staff.

Typical activities and skills may include but are not limited to:

Undertaking of projects;

Preparing reports and recommendations within their own job function;

Drafting of correspondence to Members, general public & others;

Administering/maintaining employee records;

Providing on the job training to other employees

Grade 4

A Grade 4 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at Grade 3. Those employed at this level are responsible for their own work, and any employees under their control.

Positions at this level require the application of relevant specialist knowledge and experience.

Those employed at this level would be required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.

Typical activities and skills may include but not limited to:

Managing and maintaining service standards

Overseeing day to day operations of functional areas of responsibilities

Providing effective leadership

Implementing and maintaining effective controls

Assist with the recruitment and selection of employees

Preparation of reports

Maybe, Professionals or Senior Technical employees, usually performing more advanced work; or Managers

5. Hours

- 5.1 The ordinary hours of work (exclusive of meal hours) shall not exceed an average of 35 hours per week. An employee's start and finish times will be agreed between the employer and his or her manager, provided that the ordinary span of hours will be between the hours of 8:00am and 8:00pm, Monday to Friday inclusive and 8:00am and 5:00pm Saturday.
- 5.2 Employees may work between seven and ten hours on any day after agreement with the employer.

6. Casual and Part-Time Employees

6.1 Casual Employees

- 6.1.1 "Casual employee" shall mean an employee who is engaged by the hour, whose spread of ordinary hours shall be as set out in Clause 5 - Hours.
- 6.1.2 Casual employees shall be paid at an hourly rate equal to 125 per cent of the appropriate full-time rate divided by thirty five, with a minimum payment of four hours' work.
- 6.1.3 Casual employees with 12 month's continuous service shall be offered a part-time or full-time position which equates to the average weekly hours over the period. In the event that the employee refuses the offer, this shall be recorded on their personnel file.

6.2 Part-time Employees

- 6.2.1 "Part-time employee" shall mean a permanent employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees employed by the employer, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- 6.2.2 Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty five.
- 6.2.3 The provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, maternity leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.

7. Public Holidays

- 7.1 New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Bank Holiday (or some other day agreed between the employer and an employee), Christmas Day, Boxing Day, and any other day gazetted as a public holiday for the State or locality shall be holidays for the purposes of this award.
- 7.2 No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays fall.
- 7.3 For work done on any of these holidays double time and one-half shall be paid with a minimum payment for four hours' work.

8. Meal Break

- 8.1 Employees whose ordinary working hours fall between 8:00am and 8:00pm shall be allowed a meal break of not less than thirty minutes or more than one hour between the hours of 11:00am and 2:30pm.
- 8.2 An employee shall not be required to work more than five hours without a break for a meal except where a casual employee or a part-time employee is engaged to work no more than six hours in any one day.
- 8.3 The employer and employee may by mutual agreement alter the commencing time of the lunch break.

9. Payment of Wages

- 9.1 Wages shall be paid weekly or fortnightly. Prior to any changes to the payment of wages, the employer should discuss such changes with the employees.
- 9.2 Overtime shall be paid within a fortnight from the pay day succeeding the day or days on which such overtime became due.
- 9.3 In the event of termination of employment, an employee shall be paid all monies due to the employee in the pay period following termination.
- 9.4 Wages shall be paid by electronic funds transfer to the financial institution of the employee's choice.

10. Overtime and Meal Allowance

- 10.1 All time worked in addition to the ordinary hours of work, or outside of the ordinary span of hours, prescribed by clause 5, Hours, of this Award, shall be overtime, provided that such time shall only be worked at the request or with the approval of the employer. Such time shall be paid for at the rate of time and one-half for the first two hours and double time thereafter: Provided further that in computing overtime each day's work shall stand alone.
- 10.2 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work on successive days. If on the instruction of the employer, an employee resumes or continues work without having had ten consecutive hours off duty, he or she shall be paid at double rates until he or she is released from duty, and he or she then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 10.3 An employee working overtime shall be paid a meal allowance in any of the following circumstances:
- 10.3.1 When required to work beyond 8:00pm - an amount set in Item 1, Table 2 - Other Rates and Allowances of Part B - Monetary Rates.
- 10.3.2 Where the concerned employees agree, an employer may supply employees with a suitable meal in which case the allowance set out in 10.3.1 shall not be payable.

10.3.3 Meal allowances shall be paid not later than the next succeeding payday, except by mutual agreement.

10.4 This clause shall apply to casual employees and in such cases overtime shall be calculated on the casual rate of pay i.e. 125 per cent of the ordinary hourly rate of full time employees.

10.5 In computing overtime any portion of an hour of less than thirty minutes shall be reckoned as thirty minutes and any portion in excess of thirty minutes shall be reckoned as one hour.

11. Time Off in Lieu of Payment for Overtime

11.1 An employee may elect, with consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within one months of the overtime being worked. Time off may be taken as single days or consecutive days at times agreed with the employer to a maximum of five days.

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

11.3 If, having elected to take time off as leave in accordance with 11.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the one (1) month period or on termination.

12. Higher Duties

12.1 An employee who performs the full function of work of a higher grade or pay rate for more than 9 days, will be paid at that higher grade or pay rate.

13. Finishing at Night

13.1 When an employee finishes work after 8pm, the employer shall at its discretion either

13.1.1 provide transport; or

13.1.2 pay any additional outlay incurred in reaching his or her home safely.

14. Travelling Expenses

14.1 When an employee, in the course of his/her duty, is required to go to any place away from his/her usual place of employment, he/she shall be paid all reasonable expenses actually incurred.

14.2 When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be entitled to take time off in lieu of payment for overtime for any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.

14.3 Any employee required to provide a motor car shall be paid the amount set in Item 3 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates extra per week.

14.4 Where an employee is required to use his/her motor car by his/her employer on a casual or incidental basis, he/she shall be paid an amount as set in Item 4 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates per kilometre travelled, during such use.

15. First-Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid an allowance as

set in Item 4 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates if the employee is appointed by an employer to perform first-aid duty.

16. Annual Leave

- 16.1 Employees shall be entitled to twenty days of annual leave for each completed year of service.
- 16.2 In the event of illness during a period of annual leave, and where an employee proves to the satisfaction of the employer such illness, an employee may have his or her Annual Leave recredited and his or her Sick Leave deducted for the period of such illness.
- 16.3 Employees who are paid varying salaries (including commission) will have their annual leave pay based upon the average earnings over the last 12 months or since commencement (if they have less than 12 months' service).

17. Long Service Leave

- 17.1 Full-time and Part-time employees shall be entitled to Long Service Leave at the ordinary rate of pay (defined by the *Long Service Leave Act 1955*) as follows:

Length of Service	Entitlement
After 10 years' service	13 weeks
For every completed year of service thereafter	1.3 weeks

- 17.2 An employee is required to give at least 30 days notice of his or her intention to take long service leave.
- 17.3 Payment to an employee proceeding on long service leave shall be made at the employee's ordinary rate of pay for the period of leave either before commencement of the employee's long service leave, or by agreement through the usual pay periods.
- 17.4 Long service leave shall be exclusive of all other leave entitlements, occurring during the taking of any period of long service leave.
- 17.5 When the service of an employee is terminated by death the employer shall pay the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.

18. Sick Leave

- 18.1 Employees will be entitled to fifteen days of Sick Leave per year, provided that part time employees' sick leave entitlement will be calculated on a pro rata basis.
- 18.2 The entitlement to Sick Leave accumulates from year to year.
- 18.3 An employee who is absent from work because of sickness will notify his or her immediate manager as soon as reasonably practicable.
- 18.4 If an employee is on Workers' Compensation (in accordance with the *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998*) the employer may pay the difference between the amount the employee receives whilst on Workers' Compensation and their ordinary time rate of pay. If the difference is paid, it will be deducted from any Sick Leave currently owing to the employee.
- 18.5 In the event Sick Leave of 2 consecutive days is claimed; or Sick Leave of more than 4 single days in the preceding 12 months has been claimed; or where sick leave is claimed for a work day adjacent to a public holiday, weekend or accrued day off, the employee claiming Sick Leave will provide to the employer a medical certificate as proof of illness or incapacity.

- 18.6 In cases where regular sick leave is being taken the employee may be asked to attend the company appointed Doctor for an assessment of their fitness for work, at the Company's expense

19. Personal/Carers Leave

19.1 Definitions

"Person requiring care" means:

19.1.1 a spouse of the employee; or

19.1.2 a de facto spouse, who, in relation to a person, is a person of either 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

19.1.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee; or

19.1.4 a relative of the employee who is a member of the same household.

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

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

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

19.2 Use of Sick Leave

19.2.1 Permanent employees with responsibilities to a Person Requiring Care shall be entitled to use 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.

19.2.2 The employee shall, if required, shall provide evidence of the illness of the person concerned by providing a medical certificate. In normal circumstances, an employee must not take Carer's leave under this sub-clause where another person has taken leave to care for the same person.

19.2.3 An employee shall, wherever practicable, give the employer notice of the intention to take leave, the name of the Person Requiring Care and his or her relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

19.3 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a Person Requiring Care above who is ill.

20. Bereavement Leave

20.1 An employee, other than a casual employee, shall be entitled to a minimum of two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person within the definition of a Person Requiring Care in Clause 19 - Personal/Carer's Leave. Where the death of such a person occurs outside Australia the employee shall be entitled to a minimum of five days bereavement leave where such employee travels outside Australia to attend the funeral.

20.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave.

- 20.3 Bereavement leave shall be available to the employee in respect to the death of a person within the definition of a Person Requiring Care in Clause 19 - Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 20.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 20.5 Bereavement leave may be taken in conjunction with other leave such as Sick Leave and Personal Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

21. Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

21.1 Definitions

For the purposes of this clause:

- 21.1.1 Child means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a step-child of the employee or of the spouse of the employee or a child who has previously lived with the employee for a period of six months or more.
- 21.1.2 Employee includes a part-time employee but does not include an employee engaged upon casual work.
- 21.1.3 Spouse includes a de facto spouse.
- 21.1.4 Continuous service means service under an unbroken contract of employment and includes:
- 21.1.4.1 any period of leave taken in accordance with this clause;
 - 21.1.4.2 any period of part-time employment worked in accordance with this clause, or
 - 21.1.4.3 any period of leave or absence authorised by the employer or by this award.
 - 21.1.4.4 In the case of casual employees, continuous service is work for an employer on a regular and systematic basis, including any period of authorised leave or absence.

21.2 Basic entitlement

- 21.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For female employees, maternity leave may be taken and for male employee, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 21.2.2 A female employee with twelve months continuous service shall be paid at ordinary rates for nine (9) weeks of maternity leave. All other parental leave shall be unpaid.
- 21.2.3 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- 21.2.3.1 for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;

- 21.2.3.2 for adoption leave, an unbroken period of up to three weeks at the placement of the child.

21.3 Maternity leave

- 21.3.1 An employee will provide to her employer at least ten weeks prior to the expected date of commencement of parental leave:

- 21.3.1.1 A certificate from a registered practitioner stating that she is pregnant and the expected date of confinement;
- 21.3.1.2 A statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

- 21.3.2 An employee will give her employer not less than four weeks notice, in writing, of the date on which she proposes to commence maternity leave, stating the period of leave to be taken. However, an employee will not be in breach of this clause as a consequence of failure to give the stipulated period of notice if such failure is occasioned by the birth of the child occurring earlier than the presumed date.

- 21.3.3 Subject to clause 10.7.2(a) and unless agreed otherwise between the employee and his or her employer, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

- 21.3.4 Where an employee continues to work within the six week period immediately prior to the expected date of the birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating she is fit to work on her normal duties.

21.4 Cancellation of maternity leave

- 21.4.1 Subject to the provisions of clause 10.7.5 hereof, maternity leave applied for, but not commenced, will be cancelled when the pregnancy terminates other than by the birth of a living child.

- 21.4.2 Where the pregnancy of an employee on maternity leave terminates other than by the birth of a living child, it will be the right of the employee to resume work at a time nominated by her employer, which will not exceed four weeks from the date of written notice by the employee that she desires to resume work.

21.5 Special maternity leave

- 21.5.1 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies is necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

21.6 Transfer to a safe job

- 21.6.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if her employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- 21.6.2 If a transfer to a safe job is not practicable, the employee may elect, or her employer may require the employee, to commence parental leave.

21.7 Paternity leave

An employee will provide to his employer at least ten weeks prior to the expected date of commencement of paternity leave:

21.7.1 A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of the birth, or states the date on which the birth took place; and

21.7.2 Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

21.7.3 A statutory declaration stating:

21.7.3.1 he will take that period of leave to become the primary care giver of a child;

21.7.3.2 particulars of any period of maternity leave sought or taken by his spouse; and

21.7.3.3 that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

21.8 Cancellation of paternity leave

21.8.1 Paternity leave applied for, but not commenced, will be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

21.9 Adoption leave

21.9.1 The employee will notify their employer at least ten weeks prior to the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

21.9.2 Before commencing adoption leave, an employee will provide their employer with a statutory declaration stating:

21.9.2.1 the employee is seeking adoption leave to become the primary care-giver of the child;

21.9.2.2 the particulars of any adoption leave sought or taken by the employee's spouse; and

21.9.2.3 that, for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.

21.9.3 Before taking adoption leave, an employee will also provide to their employer:

21.9.3.1 a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

21.9.3.2 statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

21.10 Cancellation of adoption leave

21.10.1 Adoption leave applied for, but not commenced, shall be cancelled if the placement of the child does not proceed.

21.10.2 Where the placement of a child for adoption purposes with an employee on adoption leave does not proceed, the employee will notify their employer forthwith and the employer will

nominate a time, not exceeding four weeks from the receipt of notification, for the employee's resumption of work.

21.11 Special leave

21.11.1 The employer will grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, to enable the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of special leave.

21.12 Variation of period of parental leave

21.12.1 Unless otherwise agreed between the employee and their employer, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

21.13 Parental leave and other entitlements

21.13.1 An employee may, in lieu or in conjunction with parental leave, access other paid leave entitlements which he or she has accrued such as annual leave or long service leave, subject to the total amount of leave taken not exceeding 52 weeks.

21.14 Returning to work after parental leave

21.14.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the end of their leave.

21.14.2 An employee will be entitled to the position which they held immediately before commencing their parental leave. In the case of an employee transferred to a safe job pursuant to clause 10.7.5, the employee will be entitled to return to the position they held immediately before such transfer.

21.14.3 Where such position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

21.15 Replacement employees

21.15.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

21.15.2 A replacement employee must be informed of the temporary nature of their employment and of the rights of the employee who is being replaced.

21.16 Effect of parental leave on employment

21.16.1 An employee's absence on parental leave will not break the continuity of their service. However, the period of leave will not be taken into account when calculating the employee's period of service for any purpose under this award.

21.17 Part time employment

With the agreement of the employer:

21.17.1 A male employee may work part time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of the placement of the child until the second anniversary of the placement.

- 21.17.2 A female employee may work part time in one or more periods while she is pregnant where part time employment is necessary or desirable because of the pregnancy.
- 21.17.3 A female employee may work part time in one or more periods at any time after the birth of the child until its second birthday.
- 21.17.4 In relation to adoption, a female employee may work part time in one or more periods at any time from the date of placement of the child until the second anniversary of the placement.
- 21.17.5 Before commencing a period of part time employment under this clause, the employee and their employer will agree:
- 21.17.5.1 That the employee may work part time;
 - 21.17.5.2 Upon the hours to be worked by the employee, the days upon which they will be worked and starting and finishing times for the work;
 - 21.17.5.3 Upon the period of part time employment.

22. Military, Community Service and Jury Duty

- 22.1 Where an employee is required for Jury Duty or is participating in Official Defence Reserve or volunteer Emergency Service duties, salary and entitlements will be continued during such absences for a maximum of 2 weeks in any one year - except for Jury Duty where remuneration will be maintained for the actual period of the Service. Where payment is received by the employee from an external party for this involvement it should be refunded to the employer.
- 22.2 An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury duty, military or emergency service. Further, the employee shall give his or her employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such service.

23. Superannuation

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

24. Workplace Relations

- 24.1 The employer recognises the FSU as the relevant union to cover its employees and acknowledges the legitimacy of the FSU in the industrial relations system and within the employer. The employer will facilitate the FSU's ability to recruit (including provision of FSU membership literature to employees at the time of engagement by FSU representatives) and thereby remain representative of the employer's changing workforce, particularly part-time and casual employees. The FSU and the employer acknowledge the need for a continuing climate of mutual co-operation to maximise the benefits of this Award.

25. Information Sharing

- 25.1 The employer and the FSU recognise the need for an informed workforce that can participate in order to achieve improved work practices. The employer will provide a notice board of reasonable dimension in a prominent position on each floor of each workplace upon which FSU representatives will be permitted to post relevant and official FSU notices and other material.
- 25.1.1 Each employee shall have access to a copy of this Award at each workplace.

- 25.1.2 Staff with access to email can receive and respond to relevant and authorised FSU material relating to the employer and relevant industry matters.
- 25.1.3 An employee can contact the FSU via e-mail to resolve queries and ask questions for which they would usually make a telephone call.
- 25.1.4 Where the employer has granted an employee access to the Internet, he or she shall not be precluded from accessing FSU websites.

26. Trade Union Training Leave

- 26.1 An employee elected or appointed to the position of FSU representative or member of a Branch Committee of the FSU, when nominated by the FSU, may be allowed paid leave to attend trade union training courses conducted or approved by the FSU, subject to the following conditions:
- 26.1.1 An employee will, upon application in writing from the FSU, be granted up to five (5) days paid leave each calendar year to attend such courses. By prior agreement with the employer, such leave may be accumulated to a maximum of ten (10) days leave.
- 26.1.2 The granting of such leave will be subject to the FSU giving not less than four (4) weeks notice, or such lesser period as may be agreed between the employer and the FSU provided that:
- 26.1.2.1 The granting of such leave will be dependent upon the employer being able to make adequate staffing arrangements amongst the remaining employees;
- 26.1.2.2 The employer will not use this sub-clause to avoid its obligations under this clause; and
- 26.1.2.3 Where an employee attends trade union training on a day they are not rostered to work, they will be paid at their ordinary time earnings for that day.
- 26.1.3 The employer will not be liable for any additional expenses associated with an employee's attendance at a course, other than the payment of actual earnings for such absence.
- 26.1.4 The employer may require an employee to provide proof of attendance at the course before payment is made for the period of leave.
- 26.1.5 Leave of absence granted pursuant to this clause will count as service for all purposes.

27. Industrial Leave

Where an employee holds an honorary official position in FSU, he or she will be entitled to reasonable paid time off to carry out FSU duties, including attendance at FSU conferences and Branch Committee meetings. The FSU undertakes to keep the employer informed (via letter) as to who holds honorary positions and the extent of time required to carry out their FSU duties. Where an honorary official attends a conference or committee meeting on a day he or she is not rostered to work, he or she will be paid at the ordinary time earnings rate of pay for that time.

28. Right of Entry

- 28.1 A duly accredited FSU official shall be permitted to enter the employer's premises at any time during working hours for employees covered by this Award for the purposes of:

recruitment of members to the FSU;

ensuring observance of the Award and may for that purpose inspect relevant books, documents or work and interview any employee, being a member or person eligible to be a member of the FSU, on those premises; or

other reasons as may be agreed with the employer from time to time.

28.2 The FSU official:

will give 24 hours notice to the workplace manager of the intended visit;

will not hinder or obstruct an employee in the performance of their work during work times; and

will exercise every care to preserve the confidentiality of all work, books or documents inspected during entry under this sub-clause.

28.3 An accredited FSU official may meet with an accredited FSU workplace representative, provided the workplace manager is informed of the FSU official's presence when such a meeting takes place.

29. FSU Representatives

29.1 The FSU is entitled to appoint one or more members as FSU representatives at a workplace operated by the employer.

29.2 On receiving written notice from the FSU that an employee has been appointed as an FSU representative, the employer must recognise that the person is authorised by the FSU to:

discuss with FSU members or persons eligible to be a member of the FSU, matters directly concerning the work they perform;

discuss with an accredited FSU official matters raised with members;

receive instructions from the FSU about performance of FSU duties; and

discuss with the employer's representative, matters raised by members concerning their employment.

29.3 An accredited FSU Representative has the right to reasonable access to telephone, facsimile, post, photocopying, and e-mail facilities for the purpose of carrying out work as a representative and consulting with workplace colleagues and the FSU. Representatives will be allowed reasonable time necessary for the performance of the above functions. Appropriate adjustment may be made to an employee's performance targets or criteria to take account of time away for FSU duties and may be acknowledged in personal performance reviews.

29.4 At all times, representatives will ensure within reason, that there is no disruption or hindrance to an employee's work being performed, including their own work.

29.5 Appointment as a FSU representative remains in force while the employee is employed at the workplace unless the authority is rescinded by the FSU.

30. Inductions

30.1 The FSU will have access to induction courses convened by the employer for new employees.

30.2 The employer will advise the FSU as far as possible in advance of the date of induction courses. The relevant FSU organiser and course convenor will discuss the most appropriate time during the induction course for the organiser to address the inductees.

30.3 The names of the new starters and their branches will be provided to FSU on the day of the course.

30.4 The induction talk given by the FSU will not exceed 30 minutes. During the induction talk, the organiser will distribute application forms and relevant FSU literature.

31. Training

- 31.1 If training or study leave is undertaken at the employer's request or with the employer's approval during ordinary working hours, the employee concerned shall not suffer any loss of ordinary pay.
- 31.2 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 31.3 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- 31.4 Employees should undertake such training and retraining as required by the employer.

32. Consultation

The employer will to consult employees and the Union on significant matters affecting the operation of the Company that is relevant to the relationship between the employer and the employees.

33. Termination of Employment

- 33.1 The employment of a full time or part-time employee may be terminated by the employee or employer with four week's notice. Notice may be given at any time or by the payment by the employer or forfeiture by the employee of an amount of pay equal to and in lieu of the notice. .
- 33.2 An employee with more than two months' service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall at least contain information as to the length and nature of the employment of the employee.

34. Redundancy

34.1 Application

This provision shall apply to all fulltime and part time employees.

This Agreement shall apply to employees recruited for a fixed term or specific project except that an officer shall not be deemed to be redundant at the scheduled completion of that period of employment.

34.2 Definitions

"Redundancy" shall mean a situation where the work being performed by an employee (or a major portion of it) is no longer required to be done as a result of reorganisation, changed business practices, technological change or downturn in business, but shall not mean where the business, or part there/of the employer is transmitted to another employer and acceptable alternate employment is available to the employee. Acceptable alternate employment is defined by Clause 32.7 - Transmission of Business.

"Retrenchment" shall mean the termination of employment as a result of redundancy and where alternative employment is not available or retraining appropriate.

"Week's Salary" shall mean an employee's weekly salary plus where applicable, shift allowance and weekend penalty payments, averaged over the last complete shift roster cycle, but excluding any payments for overtime, stand-by, call back, etc. For an employee who is in receipt of a remuneration package, salary shall mean Total Employment Cost package value.

"Directly comparable position" shall mean a position that is at the same grade within the employer, which does not entail a change in duties significant enough as to be unreasonable in the circumstances of

his or her skills and ability, and which is at the same location or at another location that is in reasonable commuting distance.

34.3 Redeployment

34.3.1 In each case of redundancy, the employer will make all reasonable efforts to redeploy the employee concerned elsewhere in the employer. These efforts will be assisted by taking maximum advantage of normal staff turnover and curtailing recruitment wherever practicable.

34.3.2 In filling vacancies, every reasonable consideration will be given to suitably qualified employees whose positions are redundant or are about to become redundant.

34.3.3 Employees accepting alternative employment within the employer, other than to a directly comparable position, will be given a trial period of up to two months in their new position. Should either the employer or the employee find that the employment is unsuitable, the employee's services may be terminated without-loss of entitlement to retrenchment payments calculated to the date service actually ends.

34.3.4 Where an employee is offered a directly comparable position, the employee's actual salary shall not be reduced.

34.3.5 Where alternative employment within the employer is offered and accepted by the employee which requires a change of residence, the employer will meet all removal expenses, transfer costs and accommodation costs associated with the move.

34.3.6 If an employee accepts an alternative position, which is at a lower grade and salary, the employee shall move from their current salary to their new salary in accordance with the following step-down arrangement over a three month period:

- (i) three months at 100% of current salary;
- (ii) three months at 66.6% of difference between current and new salary;
- (iii) three months at 33.3% of difference between current and new salary;
- (iv) salary for the alternative position.

34.3.7 The employer will assist in training in new skills as appropriate for employees transferred to alternative positions.

34.3.8 An offer of redeployment to other than a directly comparable position, shall be in writing with the following information about the proposed job option: location, grade, salary and principal duties.

34.4 Notice

34.4.1 During the life of this Agreement, the employer will advise the Union of the specific time of any retrenchment situations and the number of positions likely to become redundant, at least concurrently with the issuing of notice of retrenchment to affected employees.

34.4.2 The employer recognises the value of maintaining employee morale and protecting the dignity of individual employees in a redundant role. Given this, the employer will wherever possible avoid involuntary retrenchments, including holding discussions with the FSU and the employee affected at the time at which notice is given.

34.4.3 All employees to be retrenched will be given the maximum practical forewarning of likely retrenchment and the specific retrenchment date, however, no employee will be given less than four weeks written notice or, at the employer's election, payment in lieu of that notice.

34.4.4 The employer will at the same time provide appropriate redeployment assistance in the instance of retrenchment.

34.5 Severance Payments

34.5.1 Upon termination through retrenchment, in addition to any payment in lieu of notice, an employee shall be paid a special lump sum severance payment in full settlement of all claims for additional notice, retrenchment pay, etc, calculated as follows:

COMPLETED YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 year and less than 3 years	9 weeks pay
3 year and less than 4 years	13 weeks pay
4 year and less than 5 years	16 weeks pay
5 year and less than 6 years	19 weeks pay
6 year and less than 7 years	22 weeks pay
7 year and less than 8 years	25 weeks pay
8 year and less than 9 years	28 weeks pay
9 year and less than 10 years	31 weeks pay
10 year and thereafter	34 weeks pay

34.6 Other Payments

In addition to the Severance Payments outlined a retrenched employee shall also be paid:

34.6.1 Annual Leave

Each employee shall be paid pro-rata in lieu of any accrued but not yet taken leave, plus any loadings which would otherwise have been placed on that leave, up to the pro-rata value of the maximum loading specified in the Award.

34.6.2 Long Service Leave

All employees who have completed more than five years continuous service will be paid on a pro-rata basis as per the NSW *Long Service Leave Act*.

34.6.3 Superannuation

All Superannuation deductions and contributions at the time of termination will be paid to the employee's respective superannuation scheme.

34.7 Transmission of Business

34.7.1 An employee who as a result of the business of the employer being transmitted to another employer (herein called the Transmitemee) is not entitled to severance pay if acceptable alternative employment is available to the employee.

34.7.2 Acceptable alternative employment means:

34.7.2.1 An offer of employment which the employee accepts with the Transmitemee on terms and conditions of employment which are not less advantageous overall to the employee than those applying to him or her at the employer and which recognises the period of continuous service which the employee had with the employer as continuous service with the Transmitemee; or

34.7.2.2 an offer of employment with the Transmitemee on terms and conditions of employment which are not less advantageous overall to the employee than those

applying to him or her at the employer to perform duties which are not unreasonable in the circumstances of the employee's skills and abilities, and is at the same location or at another location which is within a reasonable commuting distance and where the period of continuous service which the employee had with the employer is recognised as continuous service with the Transmitter.

34.7.3 For the purpose of this clause, "transmission" includes any sale, corporate acquisition, take over, transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

34.7.4 Any dispute about the suitability of the acceptable alternative employment may be progressed in accordance with the Dispute Settlement Procedure in this Award.

35. Deduction of Union Membership Fees

35.1 The employer shall deduct Union membership fees (at a rate as determined from time to time by the Union) from the pay of any employee who has authorised the employer to make such deductions.

35.2 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts.

36. Salary Packaging

36.1 The employer may offer an employee a salary package in respect of salary, and other condition of employment. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.

36.2 The terms and conditions of such a package may exclude the employee from access to the overtime provisions of this Award, however the package shall not, when viewed objectively, be less favourable than the total remuneration the employee would otherwise have received in accordance with this Award.

36.3 the employee will be given the opportunity by the employer to seek independent advice including advice from the union prior to entering into any salary packaging agreement;

36.3.1 where there is an agreement to salary package, the agreement shall be in writing and made available to the employee and the Union upon request;

36.3.2 With one month's notice the employer or employee has the right to vary or withdraw from a salary packaging agreement.

36.3.3 the calculation of entitlements concerning superannuation will be based on the ordinary time rate of pay that the employee would have received in the absence of the salary packaging arrangement;

37. Dispute Avoidance and Grievance Procedure

37.1 The parties agree that all grievances, claims or disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question. Employees may, at any time during this procedure, seek the advice or assistance of the Finance Sector Union or another representative.

37.2 All grievances will be put in writing and given to the immediate manager, unless the employee believes this would prejudice the handling of the grievance, in which case it will be provided to the Head of Human Resources or the Chief Executive Officer. The Manager (or CEO) will acknowledge receipt of the grievance and provide a reply to the grievance within 48 hours.

37.3 A grievance or dispute will, where possible, be settled by discussion within FuturePlus between the employee(s) concerned and the immediate Manager (or the CEO's representative).

- 37.4 If no agreement is reached within a reasonable time period, an officer or employee of the Finance Sector Union or another employee representative may discuss the matter with the Head of Human Resources, or some other nominee of the CEO, in an effort to resolve the matter.
- 37.5 Whilst the foregoing procedure is being followed normal work will continue. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- 37.6 Should the matter still not be resolved within a reasonable time period either party may refer it to the Industrial Relations Commission of New South Wales for settlement by conciliation, mediation or arbitration.
- 37.7 The parties will, at all times, confer in good faith and without undue delay.
- 37.8 Nothing in this clause shall prevent the employee from developing policies and procedures for the smooth settlement of disputes in accordance with this Award.

38. Area, Incidence and Duration

- 38.1 This Award shall apply to all persons in receipt of a total remuneration package (TRP) of less than \$85,000, and engaged in the provision of financial services by the businesses Future Plus, Chifley Financial Services, Local Government Financial Services or any other related business, successor or transmittor, provided that Clause 10 shall not apply to employees in receipt of a total remuneration package (TRP) of more than \$65 000.
- 38.2 This award shall take effect from the first full pay period commencing on or after 10 March 2006 and shall remain in force for a period of 36 months.

39. Anti-Discrimination

- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 Nothing in this clause is to be taken to affect:
- 39.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 39.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 39.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 39.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 39.4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

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

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

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

The following minimum TRP shall take effect from 3 April 2006:

Grade	Minimum TRP
1	\$29,149
2	\$34,507
3	\$43,388
4	\$56,347

These rates will be indexed annually on 1 July according to the national average increase in incomes for full time employees, as reported in the ‘Average Weekly Earnings, Australia’ (ABS: 6302) report (or some other report agreed to by the parties) most recent to 1 July in each year after 2006.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount
1	10	Meal Allowance (Overtime)	\$15
2	14.3	Own Car Allowance: For a vehicle 1,500 cc and under For a vehicle over 1,500 cc	\$90.00 per week \$120.00 per week
3	14.4	Own Car Allowance: For use on a casual or incidental basis	\$0.56 per km
4	15	First-aid Allowance	\$10 per week

These rates will be indexed annually on 1 July according to the national average increase in incomes for full time employees, as reported in the ‘Average Weekly Earnings, Australia’ (ABS: 6302) report (or some other report agreed to by the parties) most recent to 1 July in each year after 2006.

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

BROKEN HILL CITY COUNCIL CONSENT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 1595 of 2006)

Before Mr Deputy President Sams

31 July 2006

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Anti-discrimination
2.	Classifications and Hours of Work
	A. Full-time Employees
	B. Part-time Employees
	C. Casual Employees
3.	Weekend Penalty Rates (ordinary hours)
4.	Overtime
5.	Wages
6.	Holidays
7.	Long Service Leave
8.	Sick Leave
9.	Special Leave
10.	Accident Pay
11.	Miscellaneous Provisions
12.	Special Conditions
13.	Past Practices
14.	Redundancy
15.	Cooling Off Period
16.	Grievance and Dispute Procedures
17.	Duration of Award
18.	Posting of Award
19.	Saving and Transitional Provisions
20.	Outsourcing
21.	Occupational, Health & Safety Obligations
22.	Leave Reserved

APPENDIX A

Rates of Pay

1. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in Section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

NOTES

- (a) Broken Hill City Council 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."

2. Classifications and Hours of Work

A. FULL-TIME EMPLOYEES

- (a) Employees shall work the following hours during a two week period.
 - (i) Wages Staff shall work 76 hours per fortnight. 8 hours 26 minutes are to be worked each day between the hours of 7.00 am and 3.26 pm with a half hour's meal break to be taken in the employer's time. These hours may be amended following mutual agreement between Council and the relevant Union. Lunch breaks are to be taken on the job site where adequate facilities are available.
 - (ii) Salaried Office Staff shall work 70 hours per fortnight. 7 hours 46 minutes are to be worked each day between the hours of 8.30 am and 5.00 pm with a 44 minute meal break to be taken in the employee's time. These hours may be amended following mutual agreement between Council and the relevant Union.
 - (iii) All employees shall be entitled to a rostered day off once in every two (2) week period.
- (b)
 - (i) When a public holiday clashes with a rostered day off, the general rule will be to take the next working day as a rostered day off. Approval to accumulate rostered days off may be granted in special circumstances by the departmental head.
 - (ii) Long Service Leave, Holidays and Sick Leave will not attract rostered days off where a rostered day off falls within that period of leave.

- (iii) Clerical employees whose Rostered Day Off normally falls mid week are entitled to take a RDO with annual leave provided they have worked the hours necessary to take an RDO.
- (iv) Rostered Days Off for wages staff to be a common date (i.e. shutdown) except for skeleton staff as determined by departmental head:
- (v) Rosters to be prepared by departmental head at least two weeks in advance.
- (vi) It is essential that all employees working a nine (9) day fortnight be aware that the first priority is the maintenance of acceptable work flows. Accordingly there will need to be co-operation between staff and management in planning of working days rostered so that adequate staff resources are available at all times to service public needs as well as providing interdepartmental office communication and services.

B. PART-TIME EMPLOYEES

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 2A(a) (i) Wages Staff or (ii) Salaried Office Staff.
- (ii) Prior to commencing part-time work the Council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this award.
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the Council. A copy of the conditions and any variations to them must be provided to the employee by the Council.
- (vi)
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the Barrier Industrial Council for information, until such time as the agreed Consultative Committee is formed.
 - (b) In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 2A (a) (i) Wages Staff or (ii) Salaried Office Staff, the provisions of Clause 4, Overtime, shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued

entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

C. CASUAL EMPLOYEES

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 2 A(a) (i) Wages Staff or (ii) Salaried Office Staff.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 2A(a)(i) Wages Staff or (ii) Salaried Office Staff.
- (iv) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid maternity leave, prescribed by the award.
- (v) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under Council's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on Council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (vi) A casual employee shall not replace an employee of Council on a permanent basis.
- (vii) Carer's entitlements shall be available for casual employees as set out in subclause (vii) of Clause 9 (A) of this award.
- (viii) Bereavement entitlements shall be available for casual employees as set out in subclause (ii) of Clause 9 (A), of this award.
- (ix) Parental leave entitlements shall be available for casual employees in accordance with Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW).

(c) Starting Point

All employees shall start and finish at the various Council depots and Administration Centre and where adequate lunching facilities are available shall have lunch at the work site. Employees may be required to start and finish at the work site if practical.

(d) General

All time necessary in garaging of machines shall be included in the employer's time.

3. Weekend Penalty Rates (Ordinary Hours)

Employees required to work on a Saturday and/or Sunday, as part of their ordinary hours or roster, shall be paid the following penalties for ordinary hours so worked:

- (a) Saturday - Time + 25%

(b) Sunday - Time + 50%

This clause applies to full-time and permanent part-time employees situated at Council's Visitors Information Centre, Library, Entertainment Centre, GeoCentre, Art Gallery and Waste Services.

This clause will not apply to those full-time and permanent part-time employees who work ordinary hours on weekends and currently receive over award payments being the positions of; Pool Attendant/Cleaner, Airport Reporting Officer, dog Control Officer and Living Desert Ranger.

4. Overtime

(a)

(i) Normal Working Week/Saturday/Sunday

Overtime shall be paid at double time rates for all hours worked.

(ii) Public Holidays

In any case where an employee is required to work on a public holiday (as defined in Clause 6 (a) (i)) they shall receive double time rates in addition to their ordinary pay.

(b) Any employee of the Council who has completed their normal and regular hours of work whether on or off the premises at the time of request, is called to work overtime, other than planned overtime, of less than four (4) hours, shall be paid overtime at the rate that applies in Clause 4 (a) for four (4) hours.

(c)

(i) Where an employee has to work after the usual finishing time for a period of 1 ½ hours, shall be provided by the employer, or alternatively, the employee shall be paid an indexed allowance based upon that currently applicable in lieu of such meal.

(ii) If overtime continues beyond one and a half hours (1½) hours, then for each additional four hours worked an additional meal shall be provided or, alternatively, the employee shall be paid an indexed allowance based upon that currently applicable in lieu of such meal.

(d) Where a meal is due and overtime is to extend beyond that time, a break of twenty (20) minutes shall be allowed in which to eat the meal.

(e) Transport shall be provided for all employees required to work on other than planned work which is outside their normal working time.

(f) A wages employee shall receive a paid thirty (30) minute meal break or in lieu, an allowance after four (4) continuous hours on any or all overtime worked on Saturdays and Sundays.

(g) On Call Allowance

(i) All employees shall be deemed to be on-call if required by the Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.

(ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.

(iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, shall be paid an allowance of \$10.00 per day for each day the employee is required to be on call.

- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance of \$20.00 per day for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than \$60.00 for any one week.

5. Wages (Appendix A)

- (a) The wages to be paid under this Award are to be fixed in the manner hereinafter described.
 - (i) The minimum wage for each position shall be an amount based on the current entry level rates of pay plus an amount equivalent to the now defunct over award payment and Broken Hill Allowance.
 - (ii) Wage rates existing at the date prior to this Award in relation to all employees shall be increased as follows:

Year 1 effective first pay period from 1.11.05	\$30 per week
Year 2 effective first pay period from 1.11.06	\$30 per week
Year 3 effective first pay period from 1.11.07	\$30 per week
- (b) Any person sent home on account of wet weather shall be paid for time lost.
- (c) Employees rostered to work as shift workers and not otherwise provided for in this Award shall be paid an indexed allowance based on the wage increases outlined in Clause 5 (a) (ii).
- (d)
 - (i) All tradespersons and apprentices, shall provide their tools. All tradespersons and apprentices shall replace lost tools at their own expense. All worn tools shall be replaced by Council to tradespersons and apprentices e.g. files, hacksaw blades, brushes, etc.
 - (ii) Where theft of tools owned by tradespersons and apprentices occurs and is reported to the Police Department by the owner, the Council shall replace the tools stolen. Damaged tools will be replaced at the discretion of a supervisor.
 - (iii) Tradespersons who are required to work in a second trade shall be supplied with the necessary tools for the second trade.
- (e)
 - (i) Any permanent employee required to work a rostered shift where the starting time is before 6.00 am or the ceasing time is later than 6.00 pm shall be paid their ordinary pay plus an indexed allowance based upon that currently applicable for the shift so worked.
 - (ii) Provided the indexed shift allowance based upon that currently applicable shall not be paid on any shift where overtime is paid, that is Saturday, Sunday or Public Holiday shift or for shifts worked during the normal Award hours, that is normal day work.
 - (iii) A permanent employee called upon to work a broken shift shall be paid an indexed allowance based upon that currently applicable per shift in addition to their ordinary pay.

A broken shift shall not exceed a span of twelve (12) hours.

- (iv) Where an employee is required to work on a shift and such employee has not had at least eight hours rest from the cessation of the last shift such shift shall be deemed to be a quick shift and shall be paid for at the rate of double time.

(f) Living Away From Home

- (i) The Council shall meet travelling, accommodation and subsistence expenses incurred whilst an employee is engaged on work which required them to live away from home. Where practicable, allowances payable under this sub-clause shall be paid prior to the employee leaving to commence the work which requires them to live away from home. Where possible living away from home allowance shall be paid through the payroll.

(g) Cleaners

Cleaners employed by Broken Hill City Council shall be paid as follows:

- (i) Cleaners shall be allowed one weekend off in three.
- (ii) Except in an emergency, permanent cleaners will not be available for work on a rostered day off. An emergency shall be determined by the Council. In the event of such an emergency occurring the cleaner shall be granted a day off with pay to be added to a two day break as soon as practicable.
- (iii) All overtime worked by permanent cleaners in addition to the rostered shift will be paid at the rate of double time.
- (iv) Wherever possible permanent cleaners shall be given time off at weekends, it being the Council's intention to permit twenty six weekends off a year if practicable considering weekends in the employees annual leave or other leave as being weekends off. Wherever reasonably possible alternate weekends off shall be granted to achieve the aim of twenty six weekends a year.
- (v) In the event of a cleaner commencing a shift before midnight Friday requiring him/her to work into Saturday am, but not thereafter on the Saturday or Sunday such period may be accepted as a weekend off.
- (vi) In the event of work commenced during a shift being required to be completed before the commencement of the next shift overtime work shall be offered to the employee who had worked throughout the day. In the event of other work being required to be carried out on the same day whether overtime had been worked or not by the rostered employee, casual labour may be employed.
- (vii) Casual labour may be employed concurrently with rostered permanent employees but shall continue to work or be engaged only after the rostered permanent employee has been offered the overtime required to complete the task on which they had been engaged during the shift.

When one permanent cleaner is rostered at weekends for a full shift casual staff may be engaged.

- (viii) A permanent employee called upon to work a broken shift shall be paid an indexed allowance based upon that currently applicable per shift in addition to their ordinary pay.

A broken shift shall not exceed a span of twelve hours.

- (ix) Where an employee is required to work on a shift and such employee has not had at least eight hours rest from the cessation of the last shift such shift shall be deemed to be a quick shift and shall be paid for at the rate of double time.
- (x) Rosters are to be prepared to allow 48 hours notice to employees, with the understanding that there may be cases of emergency where such notice is not possible.

- (h) Probationary Employees
- (i) Any person appointed in any capacity other than as a casual employee whether in a full-time or permanent part-time capacity shall serve a probationary period as follows:
- Salaried staff - 6 months
- Wages staff - 3 months
- (ii) During the probationary period such employee shall be provided with the appropriate training and instruction to enable them to perform the duties and function of the position.
- (iii) During the probationary period the employee will be advised of any areas of concern and expected performance outcomes.
- (iv) At the successful conclusion of the probationary period, the employee shall be offered a permanent position by Council in accordance with their original appointment status, ie., in a full-time or part-time capacity.

6. Holidays

- (a)
- (i) The undermentioned holidays shall be granted on full pay to each and every permanent employee:
- New Years' Day; Queen's Birthday; Australia Day; Anzac Day; Good Friday; Christmas Day; Easter Monday; Boxing Day; Labour Day and Municipal Picnic Day (which will be held on Melbourne Cup Day each year) and any additional days proclaimed as State wide holidays.
- (ii) When any of the holidays referred to herein fall on a Saturday or Sunday and the Government does not gazette another day, the holiday shall be taken on the following Monday.
- (b)
- (i) Any employee not otherwise provided for who is called in to work on a public holiday or on Easter Saturday shall be paid a minimum of four (4) hours at double time rates, be paid for the public holiday or Easter Saturday and shall have a day added to their annual leave entitlement for each public holiday or Easter Saturday on which a call-in is worked until a maximum of then (10) days are so added.
- (ii) Any day added to an employee's annual leave entitlement pursuant to sub-clause 6 (b) (i) may be taken at any time if the Council and the employee so agree, notwithstanding sub-clause 6 (c) (iii) of this Award.
- (iii) Any employee attending a Technical College as an approved student on a public holiday, picnic day, etc., shall receive a day in lieu.
- (c)
- (i) Annual leave shall accrue at the rate of six (6) weeks per annum for Salaried Staff and five (5) weeks per annum for Wages Staff.
- (ii) All permanent employees on leaving or being discharged from the Council's service shall receive payment in lieu of annual leave pro rata according to the time worked.
- (iii) Annual leave shall be taken with a minimum fifteen (15) days in one lot and the balance by mutual agreement. Where convenient, the major proportion of the leave should be taken at

Christmas time, the wording of this clause does not preclude a person from clearing their full leave entitlement at Christmas time. Annual leave should be taken within a year of it falling due.

Where convenient, all holidays other than annual leave shall be taken as they fall due.

- (iv) Time lost as a result of accident shall be regarded as time worked for the purpose of calculating annual leave.
- (d) Employees in the sanitary and garbage depot shall be entitled to annual leave on the following basis:
 - (i) Five (5) weeks annual leave.
 - (ii) A further two weeks of leave to be computed on the accepted basis applying as a penalty for the time worked on holidays.
 - (iii) A total period in the aggregate shall not exceed seven (7) weeks in all but this seven (7) weeks if the employee so desires is to be taken at the one time.
 - (iv) As to other time worked on holidays, the employee shall be entitled to be paid for such time under the penalty clauses of the existing Award.
- (e) Baths/Pool employees shall be entitled to annual leave on the following basis:
 - (i) Full-time employees (other than managers) working at Pools/Baths on a public holiday or prescribed holiday shall be paid ordinary time plus a day added to their annual leave. Where an employee is rostered off, that employee shall have a day added to their annual leave, making a total of seven weeks annual leave per year.
 - (ii) Part-time or seasonal employees shall be paid or given in lieu pro-rata entitlements as per sub-clause 4 (e) (i).

Special note - Christmas Day

As the pools are closed on Christmas Day, those employees usually rostered to work are given the day off on ordinary pay. Those employees rostered off on Christmas Day are paid at the ordinary rate with a day, or pro-rata as for seasonal or part-time employees, added to their annual leave.

- (f) Employees taking their annual leave either at Christmas or through the year shall be given one month's notice prior to date of holidays.
- (g) Any member of a union relieving another staff member whilst on holidays or sick leave shall be paid the same rate of pay and accrue leave at the same rate as the officer he or she is relieving PROVIDED that he or she carries out the duties of the position, assumes the same responsibility and exercises the same authority as the person relieved.
- (h)
 - (i) The Council may grant special leave without pay to an employee for the working days which fall between Boxing Day and New Year's Day.
 - (iii) No leave shall be granted under this clause unless application has been made by the employee at least twenty (20) working days prior to the first day of leave.

7. Long Service Leave

- (a) This Clause shall be applied until December 31, 1963 and no later.

As from the first day of March 1948 extended leave of absence shall accrue and may be taken at the discretion of the employee as follows:

After fifteen years continuous service, thirteen weeks' leave of absence on full pay; thereafter such leave of absence shall accrue from year to year on a basis proportionate to such fifteen years.

(b) This clause shall be applied on January 1, 1964 and there after during the currency of this Award.

(i) Definitions

"Employer" means the Broken Hill City Council.

"Ordinary Pay" in relation to any worker means remuneration for the worker's normal weekly number of hours of work calculated at his/her ordinary time rate of pay.

The term "ordinary time rate of pay" in the case of a worker who is remunerated in relation to an ordinary time rate of pay fixed by the terms of the employment means the rate of pay so fixed for the worker's work under the terms of employment but does not include any amount payable to the worker in respect of shift work, overtime or other penalty rates and where two or more time rates of pay are so fixed means the higher or highest of those rates.

(ii) Except as otherwise provided in this Award, every worker shall be entitled to long service leave on ordinary pay in respect of the service with an employer. Service with an employer before the commencement of this Award as well as service with the employer after such commencement shall be taken into account for the purposes of this section.

(c) Subject to Clause 7 (d) the amount of long service leave to which a worker shall be so entitled shall be:

(i) Employees who joined Council's service after January 1, 1964 or who join it in the future:

In the case of a worker who has completed at least ten (10) years' service with an employer be three months' long service leave;

In the case of a worker who has completed at least fifteen (15) years' service with an employer be four and a half (4½) months' long service leave;

In the case of a worker who has completed at least twenty (20) years' service with an employer be seven (7) months' long service leave;

In the case of a worker who has completed a further ten (10) years' service with an employer be five calendar months' long service leave in respect of then years' service thereafter;

on the termination of the workers' services, in respect of the number of years' service with the employer completed since the worker last became entitled to an amount of long service leave, a proportionate amount on the basis of three months' long service leave for ten years' service after ten years' service and five calendar months' long service leave for then year's service after fifteen years service

The broken part of a year shall be taken into account when calculating long service leave entitlement on termination of employment.

In the case of a worker who has completed with the employer at five (5) years' service and whose services are terminated by the employer or employee for any reasons shall be paid a proportionate amount on the basis of three (3) months for ten (10) years' service.

(ii) Employees who were in the Council's employ as at 1st January, 1964 and who had at that date completed less than fifteen (15) years' service:

For the period between 1st January 1964 and the date on which they completed or will complete a total of 15 years' service in all, their long service leave will be calculated on the basis of three (3) months' long service leave for ten (10) years' service;

Thereafter long service leave is to be calculated on the basis of five calendar months' for ten years' service.

- (iii) Employees who were in the Council's employ as at 1st January, 1964 and who had at that date completed at least fifteen (15) years' service:

From 1st January, 1964 their long service leave will be calculated on the basis of five calendar months' long service leave for ten years' service.

- (d) A worker entitled under Clause 7 (b) to long service leave in respect of a period of service with an employer shall not, except in pursuance of an agreement between the worker and the employer entitling the worker to leave in the nature on long service leave in addition to long service leave under this Award, be entitled otherwise than under the provisions of this Award to leave in the nature on long service leave in respect of that period with that employer.

- (e) Where before or after 1st January, 1964:

A worker has otherwise than in pursuance of this section been granted by an employer and taken any leave in the nature of long service leave in respect of a period of service with the employment.

Payment of the monetary value of leave in the nature of long service leave has been made to the worker or other person entitled thereto

The leave so granted or taken or the leave in respect of which such payment has been made shall, except where such leave has been taken or payment has been made pursuant to an agreement referred to in subparagraph (a) or this paragraph, be deducted from any amount of long service leave to which such worker is entitled pursuant to this section in respect of that period of service with that employer.

- (f) Subject to Clause 7 (b) where a worker has become entitled to long service leave in respect of the worker's service with an employer, the employer shall give to the worker and the worker shall take the leave:

(i) as soon as is practicable having regard to the needs of the employer's establishment or, where the employer and the worker agree that the taking of the leave be postponed until an agreed date, as from that date:

(ii) either all in one continuous period or in separate periods of not less than one (1) week, provided that the time for taking such leave is approved by the employer.

(iii) In special circumstances Council may dispense with requirement of Clause 7 (f) (ii) and allow periods of less than one (1) week.

- (g) The long service leave provided by Clause 5 (b) is exclusive of annual holidays and all public holidays occurring during the taking of any period of long service leave.

- (h)

(i) Where the services of a worked are terminated otherwise than by the death of the worker and any long service leave:

to which the worker was entitled has not been taken; or

accrues to the worker upon such termination the worker shall be deemed to have entered upon the leave from the date such termination and the employer shall forthwith pay to the worker in full the worker's ordinary pay for the leave less any amount already paid to the worker in respect of that leave.

- (ii) Where the worker dies and any long service leave
- to which the worker was entitled has not been taken; or
- accrues upon termination of the services of the worker by reason of the worker's death the employer shall upon request by the workers personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.
- (i) The ordinary pay to be paid to a worker or the worker's personal representative in respect of any period of long service leave shall be:
- (i) in the case of a worker who enters, or is deemed to have entered upon a period of long service leave, the ordinary pay payable to the worker at the time the worker enters, or is deemed to have entered, upon the period of long service leave;
- (ii) where a worker dies and any long service leave:
- to which the worker was entitled under this section has not been taken; or
- accrues under this section upon termination of the service of the worker by reason of the death of the worker: the worker's ordinary pay at the date of death:
- Provided that where by agreement made after long service leave has accrued the taking of long service leave due to the worker, or any portion of it is postponed, and the employer and the worker as a condition of the postponement agree that the ordinary pay be paid in respect of the leave shall be that which would have been payable had the leave been taken at the date the agreement was entered into, the ordinary rate of pay shall be as so agreed.
- (j) Subject to clause 7 (h), where a workers enters upon a period of long service leave, the employer of the worker shall pay the worker the ordinary pay to be paid to the worker in respect of the period of leave in one of the following ways:
- (i) in full when the worker commences the period of leave; or
- (ii) at the same time as the worker's ordinary pay would have been paid if the worker had remained on duty, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
- (iii) In any other way agreed between the employer and the worker and the ordinary pay shall become due to the worker accordingly.
- (k) Except as provided in Clause 7(h), payment shall not be made by an employer to a worker in lieu of any long service leave or part thereof to which the worker is entitled under this Award, nor shall any such payment be accepted by the worker.
- (l) Any amount payable under this Clause:
- To the personal representative of a worker, shall be recoverable by the personal representative of the worker; or
- To a worker who dies before being paid such amount, shall be recoverable by the personal representative of the worker as payment due to the worker.
- (m) The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken.

- (n) For the purpose of this Clause:
- (i) The service of a worker with an employer means the period during which the worker has served the employer under an unbroken contract of employment, whether or not during the whole of that period the worker was employed by the employer as a worker, within the meaning of this Award: Provided that a contract of employment shall be deemed not to have been broken by reason only of any interruption or determination thereof, whether occurring before or after the commencement of this Act, if the interruption or determination:
- has been made by the employer with the intention of avoiding any obligation imposed by this Award, the *Long Service Leave Act*, 1955, or by an award made pursuant to Section 88C of the *Industrial Arbitration Act*, 1940; or
- has arisen directly or indirectly from an industrial dispute; or
- has been made by the employer by reason of slackness of trade:
- Provided further that the period during which the contract has been so interrupted or determined shall not by reason only of this sub -clause be taken into account in calculating the period of service.
- (ii) Where a worker has entered into a contract of employment with an employer within a period of twelve months after the completion of the apprenticeship with the employer the period of the apprenticeship shall be taken into account for the purpose of ascertaining the period of service with that employer under that contract of employment.
- (iii) Where a business, undertaking or establishment or any part thereof has, whether before or after the commencement of Clause 7(b), been transmitted from an employer (in this sub-clause called the transmitter) and the employer (in this sub-clause called the transferee) and a worker in the employ of the transmitter in that business, undertaking or establishment or part thereof becomes a worker in the employ of the transferee:
- the continuity of the contract of employment of the worker shall be deemed not to have been broken by reason of the transmission:
- and
- the period of service which the worker has had with the transmitter shall be deemed to be service of the worker with the transferee.
- In this sub-clause "transmission" without limiting its ordinary meaning, includes transfer, conveyance, assignment or succession whether by agreement or operation of law, and "transmitted" has a corresponding meaning.
- (iv) Any period during which a person served as a member of the naval, military or air forces of the Commonwealth or of the Civil Construction Corps established under the *National Security Act*, 1939, as amended by subsequent Acts, of the Parliament of the Commonwealth, shall be deemed to be service of that person as a worker in the employ of the employer by whom that person was last employed before they commenced service as such member.
- (v) In the circumstances when an apprentice completes the apprenticeship with the Council and is retrenched at that time (as distinct from a voluntary resignation) they shall retain credit for the apprenticeship for a reasonable time and if re-employed by the Council for a sufficient time as an adult to attract the long service leave provisions of this Award his/her total services shall be, for the calculation of long service leave entitlement considered as continuous service
- (o) Recognition shall be made to employees after twenty (20), thirty (30) and forty (40) years service.
- (p) The Council shall transfer the long service leave entitlement of an employee transferring to another Council in New South Wales the amount of such entitlement being determined in accordance with the

long service leave provisions applying in the Council to which the employee transfers at the date of commencing duty.

8. Sick Leave

- (a) Each member of the staff who is absent from work on account of personal illness or on account of injury by accident arising out of and in the course of employment shall be entitled to leave of absence without loss of pay subject to the following conditions and limitations.
- (b) Sick leave shall accrue at the rate of three (3) weeks per annum and shall accumulate from year to year if not taken in the year in which it accrues.
- (c) No member of the staff shall be entitled to more accumulated sick leave than is standing to their credit in the Sick Leave Register of the Council.
- (d) Should any question of sick leave to any employee arise which does not fall within the abovementioned formula, that case shall receive the special consideration of the Council which shall take into consideration all relevant circumstances including the length of service to the Council of such employee and any other matter deemed proper to be considered by the parties.
- (e) When any position of sick leave is being considered the party applying for same shall furnish to the Council a medical certificate or other satisfactory to the Council.
- (f)
 - (i) Any full-time or part-time employee other than a member of the staff who after three months services is unable to attend for duty during their ordinary working hours by reasons of personal illness or incapacity not due to their own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance provided that they shall not be entitled to payment for any period in respect of which they are entitled to Worker's Compensation.
 - (ii) They shall, as soon as practicable, and in any case not more than twenty-four (24) hours after the commencement of such absence, inform the Council of the nature of their inability to attend for duty and state the nature of the injury or illness and the estimated duration of the incapacity.
 - (iii) Proof of illness to justify payment will be required to be submitted as soon as possible for absences of two (2) consecutive days or more and after five (5) separate occurrences in each service year.
 - (iv) The right under this sub-clause shall accumulate from year to year so that any part of the three (3) weeks which has not been taken in any year may be accumulated by the employee and taken in any subsequent year.
- (g) Employees who are absent from work due to illness and who submit a medical certificate to that effect shall be entitled to all benefits of this Award until their accumulated sick leave is exhausted. For a period of three months after that they shall be entitled to payment of any holidays which fall due but after the elapse of such period of three months they shall cease to be entitled to any benefits under this Award until they return to work.
- (h) All employees who have accrued untaken sick leave at the time of retirement or termination of employment shall be paid for such accrued leave, such payment to be calculated at the wage rate applicable at the date of retirement or on termination of employment in accordance with the following:

One half (1/2) of sick leave accrued between January 1, 1960 and March 19, 1973

Three quarters (3/4) of sick leave accrued between March 20, 1973 and March 31, 1980

The whole of sick leave accrued between April 1, 1980 and January 31, 1985; and

The whole of two (2) of the three (3) weeks per annum of the sick leave accrued from February 1, 1985 up until March 31, 1994.

The benefits accruing from this subsection shall be applied to persons employed on a full-time basis by the Broken Hill City Council as at March 31, 1994 but not to persons employed subsequent to that date.

(i)

- (i) Any employee who becomes sick or is injured whilst on annual leave and produces within a reasonable time not later than the conclusion of the annual leave a doctor's certificate which satisfactorily indicates to the Council that they were unable to derive benefit from their annual leave may be granted, at a time convenient to the Council, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of annual leave.
- (ii) This sub-clause shall apply only in cases where the period during which the Council is satisfied that the employee is unable to derive benefit from the annual leave is at least seven (7) consecutive days.
- (iii) Any additional leave granted by the Council under this sub-clause shall be debited against the employee's sick leave entitlement.

9. Special Leave

(A) Bereavement Leave

- (i) Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
 - (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, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (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.

- (ii) Bereavement Entitlements for Casual Employees
 - (a) Subject to providing satisfactory evidence to the Council, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i) paragraphs (a)-(e) of Clause 9 (A), Bereavement Leave.
 - (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.
- (iii) In cases not covered in Clause 9(A)(i) the employee can make application to the General Manager setting out the extenuating circumstances.
- (iv) In the event of the employee finding it necessary to travel a distance exceeding 200 kilometres from Broken Hill to attend the funeral of the deceased, the two days bereavement leave referred to above shall be increase to three (3) days.
- (v) An employee is not entitled to bereavement leave whilst on annual, sick or long service leave or on accumulated day off.
- (vi) Upon receipt of an application to attend a funeral of a person who is not in the immediate family of an employee, the Council shall grant two (2) hours leave without pay to the employee to attend the funeral provided that the leave granted shall commence and terminate at the site if the job upon which the employee is employed.

(B) Carer's Leave

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in Clause 9(A) (i) above who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 8, Sick Leave of this award, for absences to provide care and support or such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonable available.
- (iii) Where more than ten days sick leave in any year is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the Council's and employee's requirements.
- (iv) Where the parties are unable to reach agreement the grievance and disputes procedure at Clause 16 of this award should be followed.
- (v) The 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 council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- (vi) An employee may elect, with the consent of the Council, to take unpaid leave for the purpose of providing care and support to a class of person set out in Clause 9 (A) (i) above who is ill or who requires care due to an unexpected emergency.
- (vii) Carer's Entitlement for Casual Employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (v) and (vi) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 9 (A) (i) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Council 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.
- (C) Parental Leave
 - (i) These provisions shall apply in addition to Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW).
 - (ii) Right to request
 - (a) An employee, other than a casual, entitled to parental leave may request the council to allow the employee to return to work from a period of parental leave on a part-time basis, until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
 - (b) An employee entitled to parental leave may request the council to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; to assist the employee in reconciling work and parental responsibilities.
 - (c) Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the council's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (d) Employee's request and the council's decision to be in writing: The employee's request and the council's decision made under subclause (ii)(a) and (ii)(b)(2) above must be recorded in writing.
 - (e) Request to return to work part-time: Where an employee wishes to make a request under subclause (ii)(a) above, such a request must be made as soon as possible, but no less than seven weeks prior, to the date upon which the employee is due to return to work from parental leave.

- (iii) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the council shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the council of changes of address or other contact details which might affect the Council's capacity to comply with subclause (iii)(a).
- (iv) Council must not fail to re-engage a regular casual employee as defined in section 53(2) of the *Industrial Relations Act 1996* because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of the Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (v)
 - (a) Full-time employees, permanent part-time employees and part-time workers are eligible for paid maternity leave and paid adoption leave in accordance with the following provisions:
 - (1) Full-time employees are eligible for paid maternity leave and paid adoption leave when they have completed at least 40 weeks' continuous service of not less than 31 ¼ hours per week prior to the expected date of birth or prior to the date of taking custody of the child.
 - (2) Part-time workers and permanent part-time employees are eligible for paid maternity leave and paid adoption leave when they have completed at least 40 week's continuous service.
 - (b) Employees who are eligible for paid maternity leave and paid adoption leave are entitled to maternity leave and adoption leave as follows:
 - (1) Paid Leave
 - (a) Paid Maternity Leave - an eligible employee is entitled to nine weeks paid maternity leave at the ordinary rate of pay from the date the maternity leave commences.

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

- (b) Paid Adoption Leave- an eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

Paid maternity leave and adoption leave may be paid:

On a normal fortnightly basis; or

In advance in a lump sum; or

At the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

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

(2) Unpaid Leave

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

- (b) Unpaid Adoption Leave- an employee is entitled to unpaid adoption leave as follows:

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

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

- (c) An employee who has met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 week's continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:

there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after their services have been otherwise dispensed with; or

the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

- (d) An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

- (e) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will

take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

- (f) After commencing maternity leave or adoption leave, an employee may vary the period of maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- (g) Any person who occupies the position of an employee on maternity leave or adoption leave must be informed that the employee has the right to return to their previous position. Additionally, since an employee also has the right to vary the period of maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contact of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (h) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (i) Except in the case of employees who have completed ten years service the period of maternity leave or adoption leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of maternity leave or adoption leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (j) Maternity leave or adoption leave without pay does not count as service for incremental purposes. Periods of maternity leave or adoption leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (k) Where public holidays occur during a period of paid maternity leave or adoption leave, payment is at the rate of maternity leave or adoption leave received, that is the public holidays occurring in a period of full pay maternity leave or adoption leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (l) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (m) Where an employee is entitled to paid maternity leave, but because of illness, is on sick leave, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (n) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her position.

- (o) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (p) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (q) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have a child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (r) An employee returning from maternity leave or adoption leave has the right to resume their former position. Where the position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of their former position and for which the employee is capable or qualified.
- (s) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
 - (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (ii) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable arrangements. At least four weeks' notice must be given.
 - (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (v) Full-time employees who return to work under this arrangement remain full-time employees.
- (c) Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing employment lapses.

(D) Representation at Funeral

The Council shall permit two employees selected by the Union of which the deceased was a member to attend an employee's funeral and the two employees shall be entitled to receive payment for reasonable time lost in attending the funeral.

(E) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(F) Army Reserve Training

Where an employee as a consequence of a written application approved by the Council loses time as a result of attending the annual camp of the Army Reserve the employer shall make up the difference between the payment receivable from the Department of Defence and their wages.

(G) Trade Union Training Leave

An employee who has been sponsored by the Union to attend a course of training conducted by or with the support of the Trade Union Training Authority, shall be entitled to paid leave of absence to attend such course; however Council will not be required to pay in excess of 10 days leave per calendar year irrespective of the number of employees who attend the aforementioned courses.

(H) Union Conference Leave

An employee of Council who is accredited delegate to the Union's Annual conference shall be entitled to paid leave of absence for the duration of the Conference; provided that should there be more than one accredited delegate per Union, such leave with pay is at the discretion of Council.

(I) Leave Without Pay

If an employee has exhausted all available relevant leave entitlements under this Award an employee can make application to the General Manager for leave without pay setting out the extenuating circumstances.

10. Accident Pay

(a) An employee of Council shall be entitled to receive accident pay in accordance with this clause.

(b) "Accident pay" means the difference between the weekly amount of compensation paid to an employee pursuant to the *Worker's Compensation Act 1987*, as amended and the employee's rate of pay.

(c) Accident pay under these provisions shall be payable for a maximum period of aggregate of periods in no case exceeding 39 weeks for any incapacity in respect of and resulting from any one accident suffered by an employee.

(d) In the event that an employee received a lump sum in redemption of weekly payments under the said Act, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

(e) Where the employee recovers damages from the employer or from a third party of the said injury independently of the said Act, they shall be liable to repay to their employer the amount of accident pay which the employer has paid under this clause and the employee shall not be entitled to any further accident pay thereafter.

(f) Nothing in this clause shall in any way be taken as restricting or removing the employer's right under Section 129(1) of the *Worker's Compensation Act 1987*, to require the employee to submit themselves

to examination by a qualified medical practitioner, provided and paid for by the employer, and if they refuse to submit themselves to such examination or in any way obstructs the same, their right to receive or continue to receive accident pay shall be suspended in like manner as their right to compensation is suspended pursuant to Section 129(1) of the *Worker's Compensation Act 1987*, until such examination has taken place.

- (g) Where a medical referee or Board within the meaning of Section 129(1) of the *Worker's Compensation Act 1987*, gives a certificate as to the condition of the employee and their fitness for employment or specifies the kind of employment for which they are fit and the employer duly makes available to the employee the employment falling within the terms of such certificate and the employee refuses or fails to resume or perform the said employment so provided, then all payments in accordance with this Award shall cease and determine from the date of such refusal or failure to commence such duties.
- (h) An employee who sustains an accident at work shall complete an injury report as soon as practicable after the accident. The Council shall give each such employee a copy of the report when they have completed it if they so request.

11. Miscellaneous Provisions

- (a) First Aid

- (i) Every employee shall be given an opportunity to train in first aid, with the objective being to obtain a first aid certificate. The Council shall pay the fees associated with the attainment of such certificate.

- (b) Industrial and Other Clothing

The Council shall supply industrial and other clothing in accordance with Occupational Health and Safety legislation to all employees.

- (c) Footwear

- (1) The Council shall supply footwear in accordance with Occupational Health and Safety legislation to all employees.
- (2) Either elastic sided work or lace up work boots shall be the approved form of footwear. Work shoes shall be supplied in exceptional circumstances only at the discretion of the department head, except for:
 - (i) Employees who produce a medical certificate that they should not wear safety boots with ankle support;
 - (ii) Cleaning staff.
- (3) Safety footwear and leather boot laces shall be replaced by the Council on a sharp for blunt basis.

- (d) Safety Hats and Reflective Jackets

- (i) Council shall supply, in accordance with Occupational Health and Safety legislation, headwear to all employees required to work in the sun.

- (e) Employees provided with industrial clothing, footwear, etc., must wear same or be subject to disciplinary procedures.

- (f) Licence Fees

The Council shall pay licence fees for all employees who as a requirement of the job must drive motor vehicles or are required by the Council to obtain a specific licence to enable them to do work required by the Council.

(g) Changehouses

- (i) A microwave oven will be supplied to the Warnock Street mealroom.

12. Special Conditions

(a) Daylight Training Classes

Apprentices and approved students undertaking Trades Courses or Certificate Courses part-time Diploma or Degree courses (including librarians) shall be allowed time off to attend during working hours.

This concession shall be subject to the following conditions:

- (i) That periods which are allowed shall be limited to eight hours per week and shall in no case exceed the lesson time needed to undertake the subjects set down in the syllabus for the course studied.
- (ii) A time sheet signed by the lecturer or the instructor covering these attendances shall be produced by the student.
- (iii) All courses and awards required for continuing employment and advancement in career path to be paid for by Council upon successful completion.

(b) Appointments

- (i) In all appointments to vacancies in Council's services applications shall be invited from qualified persons within the service before calling applications from outside PROVIDED that this sub-clause shall not apply in cases where Council is bounded by law to advertise but in such cases the Council shall give preference to employees with the necessary qualifications and PROVIDED FURTHER that this sub-clause shall not apply where in the opinion of the Council it is not likely that there are any employees in the service with the necessary qualifications.
- (ii) Where an employee has acted in a new or vacant permanent position which carries a higher rate of pay than that of their appointed classification and or provided they have been employed in such new or vacant position for a period of at least three months continuously they shall be reclassified to such higher grade. This proviso shall not apply when an employee is replacing another absent for any cause. Further that such reclassification is subject to agreement between Council and the Union.

(c) College Fees

- (i) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship an apprentice shall be refunded the amount of fees paid in respect of that year.
- (ii) On the production of a letter from the Principal of the institution concerned stating that they have satisfactorily completed a year's work in any subject of an approved course which is appropriate to their work a clerical employee shall be refunded the fees paid in respect of that year.

(d) Text Books

- (i) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, and receipts for text books prescribed for that year's work, an apprentice shall be paid the cost of the prescribed text books or one hundred and fifty dollars (\$150.00) whichever is the lesser amount.
- (ii) On the production of a letter from the Principal of the institution concerned stating that they have satisfactorily completed a year's work in any subject of an approved course which is appropriate

to their work, and receipts for text books prescribed for that year's work, a clerical employee shall be paid the cost of the prescribed text books or fifty dollars (\$50.00), whichever is the lesser amount.

(iii) One set of current S.A.A. Wiring Rules shall be supplied to all electrical technicians.

(e) Correspondence Courses

Where, with the approval of the Council, an employee undertakes a TAFE College, College of Advanced Education or University Course by correspondence and it is necessary in order to qualify under such course to undergo practical training or examination outside Broken Hill, the Council shall reimburse travelling expenses incurred which do not exceed the cost of first class return rail fare.

(f) Apprentices Reaching Age of 21 Years

On reaching the age of 21 years and not having completed their apprenticeship, apprentices shall be paid the minimum rate for adults provided under this Award.

(g) Pay Advice

All components shall be itemised on a pay advice slip. An annual update statement shall be issued to all employees with respect to their accumulated entitlements.

(h) Wages Schedule

Council shall supply a wage schedule to the Barrier Industrial Council and affiliated Unions when wages are amended.

(i) Paid Study Leave

Leave shall be granted to a maximum of ten (10) days in any period of 12 months to employees who are members of registered industrial unions to attend trade union training courses or seminars conducted by or with the support of the Trade Union Training Authority on the following conditions:

- (i) that the Council's operating requirements permit the granting of leave and the employee's absence does not require the employment of relief staff;
- (ii) leave of absence shall be granted at ordinary pay, that is, payments shall not include shift allowances, penalty rates or overtime;
- (iii) leave granted for this purpose shall count as service for all purposes;
- (iv) expenses associated with attendance at such courses or seminars, eg. Fares, accommodation, meal costs, shall be required to be met by the employee concerned, but may include travelling time necessarily required during work hours to attend such courses or seminars.
- (v) Applications for leave must be accompanied by a statement from the relevant union that it has nominated the employee concerned for such course or seminar, or supports the application;
- (vi) No more than three (3) employees per annum shall be entitled to leave in accordance with this sub-clause.

13. Past Practices

Past practices shall be as agreed.

14. Redundancy

- (a) This clause, by virtue of its inclusion in the Consent Award applies to all persons covered by the signatories to the Award. It applies equally to employees covered by agreements which provide that certain employees are to receive conditions not less favourable than those for which provision is made in this Award.
- (b) It is agreed that the inclusion of this clause in the Award does nothing whatsoever to vary or influence the policy existing at the date of its inclusion in the Award that neither the Broken Hill City Council or the Barrier Industrial Council and affiliated Unions wishes any employee to be made redundant - that the strongest endeavours of the Council, the Barrier Industrial Council and Unions and the employees affected will be directed to ensuring that all employees are placed in alternative permanent employment and that the implementation of this clause shall not in any manner be used to influence or encourage any employee to terminate employment before every practical effort has been made by all parties to have an employee who may otherwise be deemed redundant, placed in an alternative job.
- (c)
- (i) A "redundant employee" means a person who is employed on a permanent basis by Broken Hill City Council whose services will become redundant on account of the introduction or proposed introduction by the Council of mechanisation or technological changes or the reorganisation of the Council's structure, systems or methods of operation and when the Council concludes that in co-operation with the Unions and the employee it has been unsuccessful in providing alternative employment.
- (ii) This definition shall not apply to any person engaged by the Council on a temporary, casual or short term basis or to any person engaged to work on special employment projects such as government funded unemployment relief programmes or the like.
- (d)
- (i) In every case potentially redundant employees shall be retrained to fill permanent position which are available or about to become available in the Council's work forces in any of the Council's various departments.
- (ii) The Council shall retrain the employee for a reasonable period, at all times receiving the earnest co-operation of the employee in acquiring the new skills intended to be achieved by the training.
- (iii) Whenever practicable and in accordance with normal practice the necessary retraining shall be carried out by the Council in its time and at its expense. If the Council considers that "in house" training should be supplemented by training at an outside institution (eg., the Broken Hill Technical College), all reasonable costs of such additional training shall be met by the employer. If the training at the outside institution is available in "out of normal work hours" the employee shall be required to attend that training in their own time without additional payment of time off in lieu. The costs of training shall in such circumstances be met by the Council.
- (e)
- (i) In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay higher than that previously paid to them, such rate of pay shall apply from the date of that employee's transfer.
- (ii) In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay lower than that previously paid to them, such lower rate shall not apply until 13 weeks after the date of the employee's transfer.
- (iii) Shift allowances shall not be taken into account when comparing the said rates of pay.

(f)

(i) Having regard to the intention of all parties that no person shall become redundant, if it is not possible to retrain a potentially redundant employee to new duties, an employee shall become redundant and the Council shall give such employee four weeks' notice of the termination of their employment.

(ii) If the Council fails to give any such notice in full:

it shall pay the employee at the ordinary rate of pay applicable to them for a period equal to the difference between the full period of notice and the period of notice actually given; and

the period of notice required by this sub-clause to be given shall be deemed to be service with the Council for the purposes of calculating long service leave and annual leave entitlements (but not sick leave).

(iii) Notwithstanding anything contained in this document, the Council may summarily dismiss an employee without notice for neglect of duty or misconduct in which case wages shall be paid up to the time of dismissal only. The rights of the Council shall not be prejudiced by the fact that the employee has been given notice of the termination of their employment pursuant to Clause 15 (f) (i).

In the event of dispute arising over the Council's action with regard to summary dismissal, the Barrier Industrial Council shall on submission of a request to that effect in writing be entitled to seek a meeting with the Council at the earliest practicable date to discuss the matter.

(g) This sub-clause shall apply to redundant employees as defined in Clause 15(c). Nothing contained in this clause shall be construed to mean that the Council shall not be entitled to dismiss an employee in the ordinary course of its business without being required to give the notice mentioned in Clause 15 (f), or to make the severance payments mentioned in Clause 15 (h).

(h)

(i) A redundant employee shall be entitled to a severance allowances calculated as follows:

All such redundant employees shall receive a minimum of six weeks' pay.

All such redundant employees shall receive an additional payment at the rate of three (3) weeks' pay for each completed year of service, plus a pro-rata payment for each additional completed month of service.

(ii) The number of weeks pay due to any such redundant employee in respect of completed years of service shall be:

Completed Year of Service	Scale of Payments (Weeks)	Completed Year of Service	Scale of Payments (Weeks)
1	9	26	84
2	12	27	87
3	15	28	90
4	18	29	93
5	21	30	96
6	24	31	99
7	27	32	102
8	30	33	105
9	33	34	108
10	36	35	111
11	39	36	114

12	42	37	117
13	45	38	120
14	48	39	123
15	51	40	126
16	54	41	129
17	57	42	132
18	60	43	135
19	63	44	138
20	66	45	141
21	69	46	144
22	72	47	147
23	75	48	150
24	78	49	153
25	79	50	156

- (iii) For the purposes of this sub-clause "a week's pay" shall be deemed to be the week's pay presently used as the basis for calculation of annual leave entitlements.
 - (iv) All such redundant employees shall be paid the value of their accrued sick leave calculated in accordance with the terms of this Award together with the value of all payments legally due to them in respect of annual leave and/or long service leave entitlements.
- (i)
- (i) In the event of any permanent position becoming vacant in one of the Council's departments after the termination by the Council of the services of a redundant employee pursuant to Clause 15 (f) preference of employment shall be given by the Council to such redundant employee.
 - (ii) Whenever a redundant employee whose services have been terminated shall be re-employed by the Council, the period of their employment shall thereafter be deemed for all purposes to have commenced on the date of their re-employment.
- (j) A redundant employee who is a contributor to the Local Government superannuation Scheme may anticipate the Council's assistance in completing documentation for submission to the Local Government Superannuation Board.
- (k) Notwithstanding anything hereinbefore contained, it is agreed that, if within one year from the date hereof, there shall be enacted retrospective legislation which requires the payment of an employer to an employee whose employment has been terminated on the ground of redundancy of benefits exceeding in value those set forth in Clause 15 (h) hereof, then the Council shall forthwith pay any employee whose services it shall previously have terminated pursuant to Clause 15(f) or, if the employee shall have died in the meantime, to their personal representatives, a sum equal to the difference between the amount payable to them under the retrospective legislation and the amount which was actually paid to the employee pursuant to Clause 15 (h).

15. Cooling Off Period

- (a) If a dispute arises steps shall be taken immediately to arrange a conference between the City Council and the Union of Unions concerned, and the Barrier Industrial Council if necessary. No further action on the matter shall be taken until the conference has been held and until at least two ordinary working days have elapsed subsequent to the holding of such conference.

16. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the Council represented by the Association.

- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

17. Duration of Award

Except where otherwise expressly provided this Award shall be deemed to have come into effect for a period of three (3) years on the first day of November, 2005 and shall continue in force until it is replaced with a new Award.

18. Posting of Award

A copy of this Award shall be available at all working places of the Council.

19. Saving and Transitional Provisions

The following provision shall apply until such time as a new salary system agreed by the Barrier Industrial Council/Unions and the Council is introduced:

- (a) Driver

An employee who has been required by his supervisor to drive a particular truck for at least six (6) consecutive weeks shall be paid the margin applicable to the driving of that truck for a period not exceeding one (1) week during which he is allocated work by his supervisor which attracts a margin which is less than the margin applicable to the particular truck which he has been required to drive for the preceding six (6) weeks.

- (i) An employee who is classified as a regular driver or plant operator by his supervisor and who is "stood down" through no fault of his own shall be paid the margin he would normally have been paid had he been driving his truck or plant.
- (ii) The above specific provision relating to drivers and plant operators will be held to overrule the more general scheme based on seniority.

- (iii) That leave be reserved to apply to the New South Wales Industrial Commission within the currency of this Award with respect to the following:

Tradespersons Driving

All Tradespersons in the Technical Services' division shall drive themselves where assistance is not required, i.e., where a plant operator or driver is available, if required, at the site of an item of plant or a vehicle requiring attention of where the building maintenance tradesperson is required to repair door locks or cupboard etc.

Apprentice Tradespersons Driving

Third and fourth year apprentice tradespersons shall drive themselves to jobs of a minor nature where assistance is not required, i.e., apprentice painter to bus seats, litter bins, etc., apprentice automotive mechanic to lawnmowers, sedans, etc.

20. Outsourcing

When considering contracting out or outsourcing, Broken Hill City Council will take into account the following:

- (a) Insufficient overall resources are available to meet the current Broken Hill City Council overall work commitment and work timetable, or
- (b) The failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
- (c) The use of outsourcing or contracting to the work is commercially the most advantageous option taking into account: quality; safety; performance; cost; and the overall strategic direction of Broken Hill City Council.
- (d) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
 - i. Provide a writer undertaking to comply with Broken Hill City Council safety, environmental and quality standards.
 - ii. Provide a written undertaking to conform with all Acts, Awards and Agreements affecting the employees of the Contractor.
- (e) Have in place an Award with the relevant Union except where the Contractor is a Sole Trader with no employees.
- (f) Where an employee's position is no longer required the position holder shall be subject to the provisions of the Salary Maintenance Policy.

21. Occupational, Health & Safety Obligations

Labour Hire and Contract Businesses

- (i) 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 a council for the purpose of such staff performing work or services for that council.
 - (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 a council to provide a specified service or services or to produce a specific

outcome or result for that council which might otherwise have been carried out by that council's own employees.

- (ii) Any Council which engages a labour hire business and/or a contract business to perform work wholly or partially on the Council's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause D 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*.
- (iv) Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

22. Leave Reserved

Skills based Award

Salary sacrifice

APPENDIX A

Rates Of Pay

Class Code	Classification	Hours per week	Annual Rate	Hourly Rate	\$ Per Week	Daily	1/10/05 \$30.00	1/10/06 \$30.00	1/10/07 \$30.00
L01.1	BHCC Level 1.1	35	\$31,857.84	\$17.46	\$611.01	\$122.20	\$641.01	\$671.01	\$701.01
L01.2	BHCC Level 1.2	35	\$32,591.97	\$17.86	\$625.09	\$125.02	\$655.09	\$685.09	\$715.09
L01.3	BHCC Level 1.3	35	\$33,344.82	\$18.27	\$639.52	\$127.90	\$669.52	\$699.52	\$729.52
L01.4	BHCC Level 1.4	35	\$34,116.42	\$18.69	\$654.32	\$130.86	\$684.32	\$714.32	\$744.32
L02.1	BHCC Level 2:1	35	\$32,903.17	\$18.03	\$631.05	\$126.21	\$661.05	\$691.05	\$721.05
L02.2	BHCC Level 2.2	35	\$33,662.12	\$18.45	\$645.61	\$129.12	\$675.61	\$705.61	\$735.61
L02.3	BHCC Level 2.3	35	\$34,440.03	\$18.87	\$660.53	\$132.11	\$690.53	\$720.53	\$750.53
L02.4	BHCC Level 2.4	35	\$35,242.75	\$19.31	\$675.93	\$135.19	\$705.93	\$735.93	\$765.93
L03.1	BHCC Level 3.1	35	\$33,936.09	\$18.60	\$650.86	\$130.17	\$680.86	\$710.86	\$740.86
L03.2	BHCC Level 3.2	35	\$34,720.09	\$19.03	\$665.90	\$133.18	\$695.90	\$725.90	\$755.90
L03.3	BHCC Level 3.3	35	\$35,528.92	\$19.47	\$681.41	\$136.28	\$711.41	\$741.41	\$771.41
L03.4	BHCC Level 3.4	35	\$36,356.48	\$19.92	\$697.29	\$139.46	\$727.29	\$757.29	\$787.29
L04.1	BHCC Level 4.1	35	\$34,975.10	\$19.17	\$670.79	\$134.16	\$700.79	\$730.79	\$760.79
L04.2	BHCC Level 4.2	35	\$35,790.25	\$19.61	\$686.43	\$137.29	\$716.43	\$746.43	\$776.43
L04.3	BHCC Level 4.3	35	\$36,617.81	\$20.07	\$702.30	\$140.46	\$732.30	\$762.30	\$792.30
L04.4	BHCC Level 4.4	35	\$37,470.19	\$20.53	\$718.65	\$143.73	\$748.65	\$778.65	\$808.65
L05.1	BHCC Level 5.1	35	\$36,163.52	\$19.82	\$693.58	\$138.72	\$723.58	\$753.58	\$783.58
L05.2	BHCC Level 5.2	35	\$37,003.50	\$20.28	\$709.69	\$141.94	\$739.69	\$769.69	\$799.69
L05.3	BHCC Level 5.3	35	\$37,868.51	\$20.75	\$726.29	\$145.26	\$756.29	\$786.29	\$816.29
L05.4	BHCC Level 5.4	35	\$38,752.03	\$21.24	\$743.23	\$148.65	\$773.23	\$803.23	\$833.23
L06.1	BHCC Level 6.1	35	\$37,351.94	\$20.47	\$716.38	\$143.28	\$746.38	\$776.38	\$806.38
L06.2	BHCC Level 6.2	35	\$38,223.05	\$20.95	\$733.08	\$146.62	\$763.08	\$793.08	\$823.08
L06.3	BHCC Level 6.3	35	\$39,119.21	\$21.44	\$750.27	\$150.05	\$780.27	\$810.27	\$840.27
L06.4	BHCC Level 6.4	35	\$40,049.99	\$21.95	\$768.12	\$153.62	\$798.12	\$828.12	\$858.12
L07.1	BHCC Level 7.1	35	\$38,534.25	\$21.12	\$739.05	\$147.81	\$769.05	\$799.05	\$829.05
L07.2	BHCC Level 7.2	35	\$39,436.50	\$21.61	\$756.36	\$151.27	\$786.36	\$816.36	\$846.36
L07.3	BHCC Level 7.3	35	\$40,384.05	\$22.13	\$774.53	\$154.91	\$804.53	\$834.53	\$864.53
L07.4	BHCC Level 7.4	35	\$41,377.99	\$22.67	\$793.59	\$158.72	\$823.59	\$853.59	\$883.59
L08.1	BHCC Level 8.1	35	\$40,017.97	\$21.93	\$767.51	\$153.50	\$797.51	\$827.51	\$857.51
L08.2	BHCC Level 8.2	35	\$40,993.83	\$22.46	\$786.23	\$157.25	\$816.23	\$846.23	\$876.23
L08.3	BHCC Level 8.3	35	\$42,015.21	\$23.02	\$805.82	\$161.16	\$835.82	\$865.82	\$895.82

L08.4	BHCC Level 8.4	35	\$43,069.47	\$23.60	\$826.04	\$165.21	\$856.04	\$886.04	\$916.04
L09.1	BHCC Level 9.1	35	\$41,557.22	\$22.77	\$797.03	\$159.41	\$827.03	\$857.03	\$887.03
L09.2	BHCC Level 9.2	35	\$42,598.64	\$23.34	\$817.00	\$163.40	\$847.00	\$877.00	\$907.00
L09.3	BHCC Level 9.3	35	\$43,659.87	\$23.92	\$837.36	\$167.47	\$867.36	\$897.36	\$927.36
L09.4	BHCC Level 9.4	35	\$44,754.64	\$24.52	\$858.36	\$171.67	\$888.36	\$918.36	\$948.36
L10.1	BHCC Level 10.1	35	\$43,122.83	\$23.63	\$827.06	\$165.41	\$857.06	\$887.06	\$917.06
L10.2	BHCC Level 10.2	35	\$44,204.10	\$24.22	\$847.80	\$169.56	\$877.80	\$907.80	\$937.80
L10.3	BHCC Level 10.3	35	\$45,305.17	\$24.83	\$868.91	\$173.78	\$898.91	\$928.91	\$958.91
L10.4	BHCC Level 10.4	35	\$46,439.15	\$25.45	\$890.66	\$178.13	\$920.66	\$950.66	\$980.66
L11.1	BHCC Level 11.1	35	\$45,736.16	\$25.06	\$877.18	\$175.44	\$907.18	\$937.18	\$967.18
L71.2	BHCC Level 11.2	35	\$46,877.32	\$25.69	\$899.07	\$179.81	\$929.07	\$959.07	\$989.07
L11.3	BHCC Level 11.3	35	\$48,050.92	\$26.33	\$921.58	\$184.32	\$951.58	\$981.58	\$1,011.58
L11.4	BHCC Level 11.4	35	\$49,251.75	\$26.99	\$944.61	\$188.92	\$974.61	\$1,004.61	\$1,034.61
L12.1	BHCC Level 12.1	35	\$48,349.71	\$26.49	\$927.31	\$185.46	\$957.31	\$987.31	\$1,017.31
L12.2	BHCC Level 12.2	35	\$49,556.86	\$27.16	\$950.46	\$190.09	\$980.46	\$1,010.46	\$1,040.46
L12.3	BHCC Level 12.3	35	\$50,797.53	\$27.84	\$974.25	\$194.85	\$1,004.25	\$1,034.25	\$1,064.25
L12.4	BHCC Level 12.4	35	\$52,064.35	\$28.53	\$998.55	\$199.71	\$1,028.55	\$1,058.55	\$1,088.55
L13.1	BHCC Level 13.1	35	\$50,963.27	\$27.93	\$977.43	\$195.49	\$1,007.43	\$1,037.43	\$1,067.43
L13.2	BHCC Level 13.2	35	\$52,236.61	\$28.62	\$1,001.85	\$200.37	\$1,031.85	\$1,061.85	\$1,091.85
L13.3	BHCC Level 13.3	35	\$53,543.28	\$29.34	\$1,026.91	\$205.38	\$1,056.91	\$1,086.91	\$1,116.91
L13.4	BHCC Level 13.4	35	\$54,883.48	\$30.07	\$1,052.62	\$210.52	\$1,082.62	\$1,112.62	\$1,142.62
L14.1	BHCC Level 14.1	35	\$53,684.00	\$29.42	\$1,029.61	\$205.92	\$1,059.61	\$1,089.61	\$1,119.61
L14.2	BHCC Level 14.2	35	\$54,916.80	\$30.09	\$1,053.26	\$210.65	\$1,083.26	\$1,113.26	\$1,143.26
L14.3	BHCC Level 14.3	35	\$56,289.66	\$30.85	\$1,079.59	\$215.92	\$1,109.59	\$1,139.59	\$1,169.59
L14.4	BHCC Level 14.4	35	\$57,696.08	\$31.62	\$1,106.56	\$221.31	\$1,136.56	\$1,166.56	\$1,196.56
L15.1	BHCC Level 15.1	35	\$56,190.15	\$30.79	\$1,077.68	\$215.54	\$1,107.68	\$1,137.68	\$1,167.68
L15.2	BHCC Level 15.2	35	\$57,596.34	\$31.56	\$1,104.65	\$220.93	\$1,134.65	\$1,164.65	\$1,194.65
L15.3	BHCC Level 15.3	35	\$59,036.07	\$32.35	\$1,132.26	\$226.45	\$1,162.26	\$1,192.26	\$1,222.26
L15.4	BHCC Level 15.4	35	\$60,508.69	\$33.16	\$1,160.50	\$232.10	\$1,190.50	\$1,220.50	\$1,250.50
L16.1	BHCC Level 16.1	35	\$58,797.17	\$32.22	\$1,127.68	\$225.54	\$1,157.68	\$1,187.68	\$1,217.68
L16.2	BHCC Level 16.2	35	\$60,269.56	\$33.03	\$1,155.92	\$231.18	\$1,185.92	\$1,215.92	\$1,245.92
L16.3	BHCC Level 16.3	35	\$61,775.49	\$33.85	\$1,184.80	\$236.96	\$1,214.80	\$1,244.80	\$1,274.80
L16.4	BHCC Level 16.4	35	\$63,320.63	\$34.70	\$1,214.43	\$242.89	\$1,244.43	\$1,274.43	\$1,304.43
L17.1	BHCC Level 17.1	35	\$62,717.38	\$34.37	\$1,202.87	\$240.57	\$1,232.87	\$1,262.87	\$1,292.87
L17.2	BHCC Level 17.2	35	\$64,282.99	\$35.23	\$1,232.89	\$246.58	\$1,262.89	\$1,292.89	\$1,322.89
L17.3	BHCC Level 17.3	35	\$65,894.98	\$36.11	\$1,263.81	\$252.76	\$1,293.81	\$1,323.81	\$1,353.81
L17.4	BHCC Level 17.4	35	\$67,539.64	\$37.01	\$1,295.35	\$259.07	\$1,325.35	\$1,355.35	\$1,385.35

L18.1	BHCC Level 18.1	35	\$66,637.60	\$36.52	\$1,278.05	\$255.61	\$1,308.05	\$1,338.05	\$1,368.05
L18.2	BHCC Level 18.2	35	\$68,302.73	\$37.43	\$1,309.99	\$262.00	\$1,339.99	\$1,369.99	\$1,399.99
L18.3	BHCC Level 18.3	35	\$70,013.59	\$38.37	\$1,342.80	\$268.56	\$1,372.80	\$1,402.80	\$1,432.80
L18.4	BHCC Level 18.4	35	\$71,758.42	\$39.32	\$1,376.26	\$275.25	\$1,406.26	\$1,436.26	\$1,466.26
L19.1	BHCC Level 19.1	35	\$70,564.14	\$38.67	\$1,353.36	\$270.67	\$1,383.36	\$1,413.36	\$1,443.36
L19.2	BHCC Level 19.2	35	\$72,329.01	\$39.63	\$1,387.21	\$277.44	\$1,417.21	\$1,447.21	\$1,477.21
L19.3	BHCC Level 19.3	35	\$74,132.86	\$40.62	\$1,421.80	\$284.36	\$1,451.80	\$1,481.80	\$1,511.80
L19.4	BHCC Level 19.4	35	\$75,990.29	\$41.64	\$1,457.43	\$291.49	\$1,487.43	\$1,517.43	\$1,547.43
L20.1	BHCC Level 20.1	35	\$74,478.04	\$40.81	\$1,428.42	\$285.68	\$1,458.42	\$1,488.42	\$1,518.42
L20.2	BHCC Level 20.2	35	\$76,341.78	\$41.83	\$1,464.17	\$292.83	\$1,494.17	\$1,524.17	\$1,554.17
L20.3	BHCC Level 20.3	35	\$78,245.81	\$42.88	\$1,500.69	\$300.14	\$1,530.69	\$1,560.69	\$1,590.69
L20.4	BHCC Level 20.4	35	\$80,202.76	\$43.95	\$1,538.22	\$307.64	\$1,568.22	\$1,598.22	\$1,628.22
L21.1	BHCC Level 21.1	35	\$78,398.04	\$42.96	\$1,503.61	\$300.72	\$1,533.61	\$1,563.61	\$1,593.61
L21.2	BHCC Level 21.2	35	\$80,354.98	\$44.03	\$1,541.14	\$308.23	\$1,571.14	\$1,601.14	\$1,631.14
L21.3	BHCC Level 21.3	35	\$82,365.30	\$45.13	\$1,579.69	\$315.94	\$1,609.69	\$1,639.69	\$1,669.69
L21.4	BHCC Level 21.4	35	\$84,428.09	\$46.26	\$1,619.26	\$323.85	\$1,649.26	\$1,679.26	\$1,709.26
L22.1	BHCC Level 22.1	35	\$82,318.25	\$45.11	\$1,578.79	\$315.76	\$1,608.79	\$1,638.79	\$1,668.79
L22.2	BHCC Level 22.2	35	\$84,374.73	\$46.24	\$1,618.23	\$323.65	\$1,648.23	\$1,678.23	\$1,708.23
L22.3	BHCC Level 22.3	35	\$86,483.91	\$47.39	\$1,658.69	\$331.74	\$1,688.69	\$1,718.69	\$1,748.69
L22.4	BHCC Level 22.4	35	\$88,646.43	\$48.58	\$1,700.16	\$340.03	\$1,730.16	\$1,760.16	\$1,790.16
L23.1	BHCC Level 23.1	35	\$101,912.81	\$55.85	\$1,954.60	\$390.92	\$1,984.60	\$2,014.60	\$2,044.60
L23.2	BHCC Level 23.2	35	\$104,460.15	\$57.24	\$2,003.46	\$400.69	\$2,033.46	\$2,063.46	\$2,093.46
L23.3	BHCC Level 23.3	35	\$107,073.71	\$58.67	\$2,053.58	\$410.72	\$2,083.58	\$2,113.58	\$2,143.58
L23.4	BHCC Level 23.4	35	\$109,746.93	\$60.14	\$2,104.85	\$420.97	\$2,134.85	\$2,164.85	\$2,194.85
L24.1	BHCC Level 24.1	35	\$121,494.52	\$66.58	\$2,330.16	\$466.03	\$2,360.16	\$2,390.16	\$2,420.16
L24.2	BHCC Level 24.2	35	\$124,532.74	\$68.24	\$2,388.43	\$477.69	\$2,418.43	\$2,448.43	\$2,478.43
L24.3	BHCC Level 24.3	35	\$127,643.46	\$69.95	\$2,448.09	\$489.62	\$2,478.09	\$2,508.09	\$2,538.09
L24.4	BHCC Level 24.4	35	\$130,833.91	\$71.69	\$2,509.28	\$501.86	\$2,539.28	\$2,569.28	\$2,599.28
WL01.1	BHCC Wages Level 1.1	38	\$31,857.81	\$17.46	\$611.01	\$122.20	\$641.01	\$671.01	\$701.01
WL01.2	BHCC Wages Level 1.2	38	\$32,591.97	\$17.86	\$625.09	\$125.02	\$655.09	\$685.09	\$715.09
WL01.3	BHCC Wages Level 1.3	38	\$33,344.81	\$18.27	\$639.52	\$127.90	\$669.52	\$699.52	\$729.52
WL01.4	BHCC Wages Level 1.4	38	\$34,116.33	\$18.69	\$654.32	\$130.86	\$684.32	\$714.32	\$744.32
WL02.1	BHCC Wages Level 2.1	38	\$32,903.13	\$18.03	\$631.05	\$126.21	\$661.05	\$691.05	\$721.05
WL02.2	BHC_C Wages Level 2.2	38	\$33,662.12	\$18.45	\$645.61	\$129.12	\$675.61	\$705.61	\$735.61
WL02.3	BHCC Wages Level 2.3	38	\$34,440.02	\$18.87	\$660.53	\$132.11	\$690.53	\$720.53	\$750.53
WL02.4	BHCC Wages Level 2.4	38	\$35,242.75	\$19.31	\$675.93	\$135.19	\$705.93	\$735.93	\$765.93
WL03.1	BHCC Wages Level 3.1	38	\$33,935.92	\$18.60	\$650.86	\$130.17	\$680.86	\$710.86	\$740.86

WL03.2	BHCC Wages Level 3.2	38	\$34,719.97	\$19.03	\$665.90	\$133.18	\$695.90	\$725.90	\$755.90
WL03.3	BHCC Wages Level 3.3	38	\$35,528.85	\$19.47	\$681.41	\$136.28	\$711.41	\$741.41	\$771.41
WL03.4	BHCC Wages Level 3.4	38	\$36,356.40	\$19.92	\$697.28	\$139.46	\$727.28	\$757.28	\$787.28
WL04.1	BHCC Wages Level 4.1	38	\$34,975.09	\$19.17	\$670.79	\$134.16	\$700.79	\$730.79	\$760.79
WL04.2	BHCC Wages Level 4.2	38	\$35,790.12	\$19.61	\$686.42	\$137.28	\$716.42	\$746.42	\$776.42
WL04.3	BHCC Wages Level 4.3	38	\$36,617.68	\$20.07	\$702.30	\$140.46	\$732.30	\$762.30	\$792.30
WL04.4	BHCC Wages Level 4.4	38	\$37,470.29	\$20.53	\$718.65	\$143.73	\$748.65	\$778.65	\$808.65
WL05.1	BHCC Wages Level 5.1	38	\$36,163.47	\$19.82	\$693.58	\$138.72	\$723.58	\$753.58	\$783.58
WL05.2	BHCC Wages Level 5.2	38	\$37,003.56	\$20.28	\$709.70	\$141.94	\$739.70	\$769.70	\$799.70
WL05.3	BHCC Wages Level 5.3	38	\$37,868.46	\$20.75	\$726.28	\$145.26	\$756.28	\$786.28	\$816.28
WL05.4	BHCC Wages Level 5.4	38	\$38,752.06	\$21.24	\$743.23	\$148.65	\$773.23	\$803.23	\$833.23
WL06.1	BHCC Wages Level 6.1	38	\$37,352.07	\$20.47	\$716.38	\$143.28	\$746.38	\$776.38	\$806.38
WL06.2	BHCC Wages Level 6.2	38	\$38,223.13	\$20.95	\$733.09	\$146.62	\$763.09	\$793.09	\$823.09
WL06.3	BHCC Wages Level 6.3	38	\$39,119.03	\$21.44	\$750.27	\$150.05	\$780.27	\$810.27	\$840.27
WL06.4	BHCC Wages Level 6.4	38	\$40,049.90	\$21.95	\$768.12	\$153.62	\$798.12	\$828.12	\$858.12
WL07.1	BHCC Wages Level 7.1	38	\$38,534.29	\$21.12	\$739.05	\$147.81	\$769.05	\$799.05	\$829.05
WL07.2	BHCC Wages Level 7.2	38	\$39,436.33	\$21.61	\$756.35	\$151.27	\$786.35	\$816.35	\$846.35
WL07.3	BHCC Wages Level 7.3	38	\$40,384.00	\$22.13	\$774.53	\$154.91	\$804.53	\$834.53	\$864.53
WL07.4	BHCC Wages Level 7.4	38	\$41,377.78	\$22.67	\$793.59	\$158.72	\$823.59	\$853.59	\$883.59
WL08.1	BHCC Wages Level 8.1	38	\$40,017.51	\$21.93	\$767.50	\$153.50	\$797.50	\$827.50	\$857.50
WL08.2	BHCC Wages Level 8.2	38	\$40,993.79	\$22.46	\$786.23	\$157.25	\$816.23	\$846.23	\$876.23
WL08.3	BHCC Wages Level 8.3.	38	\$42,015.00	\$23.02	\$805.81	\$161.16	\$835.81	\$865.81	\$895.81
WL08.4	BHCC Wages Level 8.4	38	\$43,069.53	\$23.60	\$826.04	\$165.21	\$856.04	\$886.04	\$916.04
WL09.1	BHCC Wages Level 9.1	38	\$41,557.00	\$22.77	\$797.03	\$159.41	\$827.03	\$857.03	\$887.03
WL09.2	BHCC Wages Level 9.2	38	\$42,598.53	\$23.34	\$817.00	\$163.40	\$847.00	\$877.00	\$907.00
WL09.3	BHCC Wages Level 9.3	38	\$43,660.18	\$23.92	\$837.36	\$167.47	\$867.36	\$897.36	\$927.36
WL09.4	BHCC Wages Level 9.4	38	\$44,754.69	\$24.52	\$858.36	\$171.67	\$888.36	\$918.36	\$948.36
WL10.1	BHCC Wages Level 10.1	38	\$43,122.50	\$23.63	\$827.05	\$165.41	\$857.05	\$887.05	\$917.05
WL10.2	BHCC Wages Level 10.2	38	\$44,203.99	\$24.22	\$847.79	\$169.56	\$877.79	\$907.79	\$937.79
WL10.3	BHCC Wages Level 10.3	38	\$45,305.35	\$24.83	\$868.92	\$173.78	\$898.92	\$928.92	\$958.92
WL10.4	BHCC Wages Level 10.4	38	\$46,438.87	\$25.45	\$890.66	\$178.13	\$920.66	\$950.66	\$980.66
WL11.1	BHCC Wages Level 11.1	38	\$45,736.40	\$25.06	\$877.18	\$175.44	\$907.18	\$937.18	\$967.18
WL11.2	BHCC Wages Level 11.2	38	\$46,877.00	\$25.69	\$899.06	\$179.81	\$929.06	\$959.06	\$989.06
WL11.3	BHCC Wages Level 11.3	38	\$48,051.19	\$26.33	\$921.58	\$184.32	\$951.58	\$981.58	\$1,011.58
WL11.4	BHCC Wages Level 11.4	38	\$49,252.08	\$26.99	\$944.61	\$188.92	\$974.61	\$1,004.61	\$1,034.61
WL12.1	BHCC Wages Level 12.1	38	\$48,349.81	\$26.49	\$927.31	\$185.46	\$957.31	\$987.31	\$1,017.31
WL12.2	BHCC Wages Level 12.2	38	\$49,556.86	\$27.16	\$950.46	\$190.09	\$980.46	\$1,010.46	\$1,040.46

WL12.3	BHCC Wages Level 12.3	38	\$50,797.48	\$27.84	\$974.25	\$194.85	\$1,004.25	\$1,034.25	\$1,064.25
WL12.4	BHCC Wages Level 12.4	38	\$52,064.35	\$28.53	\$998.55	\$199.71	\$1,028.55	\$1,058.55	\$1,088.55
WL13.1	BHCC Wages Level 13.1	38	\$50,962.99	\$27.93	\$977.43	\$195.49	\$1,007.43	\$1,037.43	\$1,067.43
WL13.2	BHCC Wages Level 13.2	38	\$52,236.72	\$28.62	\$1,001.86	\$200.37	\$1,031.86	\$1,061.86	\$1,091.86
WL13.3	BHCC Wages Level 13.3	38	\$53,543.56	\$29.34	\$1,026.92	\$205.38	\$1,056.92	\$1,086.92	\$1,116.92
WL13.4	BHCC Wages Level 13.4	38	\$54,883.00	\$30.07	\$1,052.61	\$210.52	\$1,082.61	\$1,112.61	\$1,142.61
WL14.1	BHCC Wages Level 14.1	38	\$53,576.42	\$29.36	\$1,027.55	\$205.51	\$1,057.55	\$1,087.55	\$1,117.55
WL14.2	BHCC Wages Level 14.2	38	\$54,916.82	\$30.09	\$1,053.26	\$210.65	\$1,083.26	\$1,113.26	\$1,143.26
WL14.3	BHCC Wages Level 14.3	38	\$56,289.85	\$30.85	\$1,079.59	\$215.92	\$1,109.59	\$1,139.59	\$1,169.59
WL14.4	BHCC Wages Level 14.4	38	\$57,696.23	\$31.62	\$1,106.56	\$221.31	\$1,136.56	\$1,166.56	\$1,196.56
WL15.1	BHCC Wages Level 15.1	38	\$56,190.32	\$30.79	\$1,077.68	\$215.54	\$1,107.68	\$1,137.68	\$1,167.68
WL15.2	BHCC Wages Level 15.2	38	\$57,596.68	\$31.56	\$1,104.65	\$220.93	\$1,134.65	\$1,164.65	\$1,194.65
WL15.3	BHCC Wages Level 15.3	38	\$59,036.39	\$32.35	\$1,132.27	\$226.45	\$1,162.27	\$1,192.27	\$1,222.27
WL15.4	BHCC Wages Level 15.4	38	\$60,508.73	\$33.16	\$1,160.51	\$232.10	\$1,190.51	\$1,220.51	\$1,250.51
WL16.1	BHCC Wages Level 16.1	38	\$58,796.87	\$32.22	\$1,127.67	\$225.53	\$1,157.67	\$1,187.67	\$1,217.67
WL16.2	BHCC Wages Level 16.2	38	\$60,269.69	\$33.03	\$1,155.92	\$231.18	\$1,185.92	\$1,215.92	\$1,245.92
WL16.3	BHCC Wages Level 16.3	38	\$61,775.36	\$33.85	\$1,184.80	\$236.96	\$1,214.80	\$1,244.80	\$1,274.80
WL16.4	BHCC Wages Level 16.4	38	\$63,320.52	\$34.70	\$1,214.43	\$242.89	\$1,244.43	\$1,274.43	\$1,304.43
WL17.1	BHCC Wages Level 17.1	38	\$62,717.60	\$34.37	\$1,202.87	\$240.57	\$1,232.87	\$1,262.87	\$1,292.87
WL17.2	BHCC Wages Level 17.2	38	\$64,283.09	\$35.23	\$1,232.89	\$246.58	\$1,262.89	\$1,292.89	\$1,322.89
WL17.3	BHCC Wages Level 17.3	38	\$65,894.46	\$36.11	\$1,263.80	\$252.76	\$1,293.80	\$1,323.80	\$1,353.80
WL17.4	BHCC Wages Level 17.4	38	\$67,539.64	\$37.01	\$1,295.35	\$259.07	\$1,325.35	\$1,355.35	\$1,385.35
WL18.1	BHCC Wages Level 18.1	38	\$66,637.61	\$36.52	\$1,278.05	\$255.61	\$1,308.05	\$1,338.05	\$1,368.05
WL18.2	BHCC Wage Level 182	38	\$68,302.64	\$37.43	\$1,309.99	\$262.00	\$1,339.99	\$1,369.99	\$1,399.99
WL18.3	BHCC Wages Level 18.3	38	\$70,013.79	\$38.37	\$1,342.80	\$268.56	\$1,372.80	\$1,402.80	\$1,432.80
WL18.4	BHCC Wages Level 18.4	38	\$71,758.28	\$39.32	\$1,376.26	\$275.25	\$1,406.26	\$1,436.26	\$1,466.26
WL19.1	BHCC Wages Level 19.1	38	\$70,564.24	\$38.67	\$1,353.36	\$270.67	\$1,383.36	\$1,413.36	\$1,443.36
WL19.2	BHCC Wages Level 19.2	38	\$72,329.06	\$39.63	\$1,387.21	\$277.44	\$1,417.21	\$1,447.21	\$1,477.21
WL19.3	BHCC Wages Level 19.3	38	\$74,132.90	\$40.62	\$1,421.80	\$284.36	\$1,451.80	\$1,481.80	\$1,511.80
WL19.4	BHCC Wages Level 19.4	38	\$75,990.17	\$41.64	\$1,457.43	\$291.49	\$1,487.43	\$1,517.43	\$1,547.43
WL20.1	BHCC Wages Level 20.1	38	\$74,478.10	\$40.81	\$1,428.43	\$285.69	\$1,458.43	\$1,488.43	\$1,518.43
WL20.2	BHCC Wages Level 20.2	38	\$76,341.76	\$41.83	\$1,464.17	\$292.83	\$1,494.17	\$1,524.17	\$1,554.17
WL20.3	BHCC Wages Level 20.3	38	\$78,245.61	\$42.88	\$1,500.68	\$300.14	\$1,530.68	\$1,560.68	\$1,590.68
WL20.4	BHCC Wages Level 20.4	38	\$80,202.66	\$43.95	\$1,538.22	\$307.64	\$1,568.22	\$1,598.22	\$1,628.22
WL21.1	BHCC Wages Level 21.1	38	\$78,398.12	\$42.96	\$1,503.61	\$300.72	\$1,533.61	\$1,563.61	\$1,593.61
WL21.2	BHCC Wages Level 21.2	38	\$80,354.94	\$44.03	\$1,541.14	\$308.23	\$1,571.14	\$1,601.14	\$1,631.14
WL21.3	BHCC Wages Level 21.3	38	\$82,365.42	\$45.13	\$1,579.70	\$315.94	\$1,609.70	\$1,639.70	\$1,669.70

WL21.4	BHCC Wages Level 21.4	38	\$84,428.16	\$46.26	\$1,619.26	\$323.85	\$1,649.26	\$1,679.26	\$1,709.26
WL22.1	BHCC Wages Level 22.1	38	\$82,318.13	\$45.11	\$1,578.79	\$315.76	\$1,608.79	\$1,638.79	\$1,668.79
WL22.2	BHCC Wages Level 22.2	38	\$84,374.49	\$46.24	\$1,618.23	\$323.65	\$1,648.23	\$1,678.23	\$1,708.23
WL22.3	BHCC Wages Level 22.3	38	\$86,483.81	\$47.39	\$1,658.68	\$331.74	\$1,688.68	\$1,718.68	\$1,748.68
WL22.4	BHCC Wages Level 22.4	38	\$88,646.09	\$48.58	\$1,700.16	\$340.03	\$1,730.16	\$1,760.16	\$1,790.16
WL23.1	BHCC Wages Level 23.1	38	\$101,913.23	\$55.85	\$1,954.61	\$390.92	\$1,984.61	\$2,014.61	\$2,044.61
WL23.2	BHCC Wages Level 23.2	38	\$104,459.97	\$57.24	\$2,003.45	\$400.69	\$2,033.45	\$2,063.45	\$2,093.45
WL23.3	BHCC Wages Level 23.3	38	\$107,073.87	\$58.67	\$2,053.58	\$410.72	\$2,083.58	\$2,113.58	\$2,143.58
WL23.4	BHCC Wages Level 23.4	38	\$109,746.87	\$60.14	\$2,104.85	\$420.97	\$2,134.85	\$2,164.85	\$2,194.85
WL24.1	BHCC Wages Level 24.4	38	\$121,494.37	\$66.58	\$2,330.16	\$466.03	\$2,360.16	\$2,390.16	\$2,420.16
WL24.2	BHCC Wages Level 24.5	38	\$124,532.68	\$68.24	\$2,388.43	\$477.69	\$2,418.43	\$2,448.43	\$2,478.43
WL24.3	BHCC Wages Level 24.6	38	\$127,643.34	\$69.95	\$2,448.09	\$489.62	\$2,478.09	\$2,508.09	\$2,538.09
WL24.4	BHCC Wages Level 24.7	38	\$130,833.92	\$71.69	\$2,509.28	\$501.86	\$2,539.28	\$2,569.28	\$2,599.28
	Tradesman								
	Leading Hand Technician	38	\$50,225.78	\$27.52	\$963.29	\$192.66	\$993.29	\$1,023.29	\$1,053.29
	Technician Grade 1	38	\$47,334.93	\$25.94	\$907.84	\$181.57	\$937.84	\$967.84	\$997.84
	Apprentices								
	Electrical Fitters								
	Year 1	38	\$26,657.24	\$14.61	\$511.26	\$102.25	\$541.26	\$571.26	\$601.26
	Year 2/HSC Year 1	38	\$31,145.33	\$17.07	\$597.34	\$119.47	\$627.34	\$657.34	\$687.34
	Year 3/HSC Year 2	38	\$35,626.58	\$19.52	\$683.29	\$136.66	\$713.29	\$743.29	\$773.29
	Year 4/HSC Year 3	38	\$40,133.33	\$21.99	\$769.72	\$153.94	\$799.72	\$829.72	\$859.72
	HSC Year 4	38	\$44,915.11	\$24.61	\$861.43	\$172.29	\$891.43	\$921.43	\$951.43
	Plumbers	38							
	Year 1	38	\$26,492.98	\$14.52	\$508.11	\$101.62	\$538.11	\$568.11	\$598.11
	Year 2/HSC Year 1	38	\$30,944.98	\$16.96	\$593.50	\$118.70	\$623.50	\$653.50	\$683.50
	Year 3/HSC Year 2	38	\$35,390.13	\$19.39	\$678.75	\$135.75	\$708.75	\$738.75	\$768.75
	Year 4/HSC Year 3	38	\$39,852.71	\$21.84	\$764.34	\$152.87	\$794.34	\$824.34	\$854.34
	HSC Year 4	38	\$44,571.02	\$24.42	\$854.83	\$170.97	\$884.83	\$914.83	\$944.83
	Carpenters	38							
	Year 1	38	\$0.00						
	Year 2/HSC Year 1	38	\$30,944.98	\$16.96	\$593.50	\$118.70	\$623.50	\$653.50	\$683.50
	Year 3/HSC Year 2	38	\$35,390.13	\$19.39	\$678.75	\$135.75	\$708.75	\$738.75	\$768.75
	Year 4/HSC Year 3	38	\$39,852.71	\$21.84	\$764.34	\$152.87	\$794.34	\$824.34	\$854.34
	HSC Year 4	38	\$44,571.02	\$24.42	\$854.83	\$170.97	\$884.83	\$914.83	\$944.83
	Motor Mechanics	38							

	Year 1	38	\$26,514.73	\$14.53	\$508.52	\$101.70	\$538.52~	\$568.52~	\$598.52~
	Year 2/HSC Year 1	38	\$30,966.13	\$16.97	\$593.90	\$118.78	\$623.90	\$653.90	\$683.90
	Year 3/HSC Year 2	38	\$35,418.75	\$19.41	\$679.30	\$135.86	\$709.30	\$739.30	\$769.30
	Year 4/HSC Year 3	38	\$39,882.58	\$21.85	\$764.91	\$152.98	\$794.91	\$824.91	\$854.91
	HSC Year 4	38	\$44,610.84	\$24.45	\$855.60	\$171.12	\$885.60	\$915.60	\$945.60
	Gardeners								
	Year 1	38	\$22,033.84	\$12.07	\$422.59	\$84.52	\$452.59	\$482.59	\$512.59
	Year 2/HSC Year 1	38	\$25,737.87	\$14.10	\$493.63	\$98.73	\$523.63	\$553.63	\$583.63
	Year 3/HSC Year 2	38	\$29,441.37	\$16.13	\$564.66	\$112.93	\$594.66	\$624.66	\$654.66
	Year 4/HSC Year 3	38	\$33,145.40	\$18.16	\$635.70	\$127.14	\$665.70	\$695.70	\$725.70
	HSC Year 4	38	\$36,848.90	\$20.19	\$706.73	\$141.35	\$736.73	\$766.73	\$796.73
	Trainees								
	Year 1	38	\$27,738.67	\$15.20	\$532.00	\$106.40	\$562.00	\$592.00	\$622.00
	Year 2	38	\$31,254.22	\$17.13	\$599.43	\$119.89	\$629.43	\$659.43	\$689.43
	Year 3	38	\$33,469.33	\$18.34	\$641.91	\$128.38	\$671.91	\$701.91	\$731.91
	Year 4	38	\$34,950.22	\$19.15	\$670.31	\$134.06	\$700.31	\$730.31	\$760.31
	Year 5	38	\$36,462.22	\$19.98	\$699.31	\$139.86	\$729.31	\$759.31	\$789.31
	Year 6	38	\$37,974.22	\$20.81	\$728.31	\$145.66	\$758.31	\$788.31	\$818.31
	Year 7	38	\$39,504.89	\$21.65	\$757.67	\$151.53	\$787.67	\$817.67	\$847.67

P. J. SAMS *D.P.*

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HUNTER MILL SERVICES AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1737 of 2006)

Before Commissioner Stanton

23 March 2006

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

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Basic Wage
4.	Rates of Pay
5.	Hours of Duty
6.	Shift Work
7.	Overtime
8.	Requirements to Work in Accordance with the Needs of the Industry
9.	Holidays
10.	Sunday and Holiday Rates
11.	Maximum Payment
12.	Employees Presenting Themselves for Work and Not Required
13.	Sick Leave
14.	Notification of Sick Leave
15.	Annual Leave
16.	Days Added to the Period of Annual Leave or Long Service Leave
17.	Long Service Leave
18.	Jury Service
19.	Compassionate Leave
20.	Personal/Carers Leave
21.	Parental Leave
22.	Disciplinary Code
23.	Disputes Settling Procedure
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28.	Compulsory Retirement
29.	Definitions
30.	Employee Representative
31.	Plant Shut Downs
32.	Protective Clothing & Equipment
33.	Anti-Discrimination
34.	Consultation
35.	Income Protection for Personal Accident and Sickness
36.	Salary Sacrifice

37. Protection of Employee Entitlements
38. No Extra Claims
39. Enterprise Arrangements
40. Joint Consultative Committee
41. Essential Services
42. Area, Incidence & Duration

Attachment 1 - Industrial Incident Report Form
Attachment 2 - Arrangements for Working 12 Hour Shifts

PART B - Monetary Rates

Table 1 - Rates of Pay
Table 2 - Other Rates and Allowances

2. Title

- 2.1 This award shall be known as the - Hunter Mill Services Award 2006.

3. Basic Wage

- 3.1 This award, in so far as it fixes rates of pay, is made by reference and in relation to the adult basic wage from time to time effective.

4. Rates of Pay

- 4.1 Adult Employees - The minimum rate of pay for an employee shall, subject to the other provisions of this award, be the rate of pay for a stores/transport operator as set out in Table 1 of Part B.
- 4.2 In addition to the minimum rate of pay prescribed by this clause employees receive payments in the form of an over award payment or bonus payment as applicable.
- 4.3 The rate of pay will vary at the same time and in the same percentage as any variation in the Smorgon Steel Group Reinforcing and Steel Products Division Manufacturing and Grinding Media Waratah Award 2004.

5. Hours of Duty

- 5.1 All employees - Ordinary working hours shall be an average of thirty-eight hours per week over the full cycle of the relevant work roster. Ordinary working hours shall not exceed-
- 5.1.1 Twelve hours during any consecutive twenty-four hours; or
- 5.1.2 152 hours in twenty-eight consecutive days,
- 5.2 except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.
- 5.3 Day Workers
- 5.3.1 Ordinary working hours shall be an 8 hour period worked Monday to Friday, inclusive, between the hours of 5.00am and 7.00pm unless the Company and the Day Worker agree otherwise.
- 5.3.2 On each day worked, Monday to Friday, inclusive, a 30-minutes unpaid meal break will be taken.
- 5.4 Shift Workers - Twenty minutes shall be allowed each shift for crib, which shall be counted as time worked.

- 5.5 Day Workers and Shift Workers (excluding 12 hour Shift Workers) shall accrue 0.4 of one hour for each ordinary shift worked to allow one day to be taken off as a paid leisure day (RDO) for each twenty day cycle. Leisure days will be taken at mutually agreed dates.

6. Shift Work

- 6.1 Shift workers shall be paid in addition shift work allowance equal to 10 percent of the rate of pay for a stores/transport operator as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 6.2 An employee who at the direction of the Company:
- 6.2.1 During a period of engagement on shift, works afternoon and/or night shift only; or
- 6.2.2 Remains on afternoon and/or night shift for a longer period than four consecutive weeks; or
- 6.2.3 Works on afternoon and/or night shift which does not rotate or alternate with day shift or day work so as to give him or her at least one third of his or her working time on day shift or day work;
- Shall, during such engagement, period or cycle, be paid in addition shift work allowance equal to 15 per cent of the rate of pay for a stores/transport operator as set out in Table 1 - Rates of Pay, Part B, Monetary Rates, for all time worked during ordinary working hours on such afternoon and/or night shifts.
- 6.3 Shift workers, for ordinary hours performed on Saturday, shall be paid at the rate of time and one-half.
- 6.4 Night Work for Day Workers and Day Shift Workers - Subject to clause 11, Maximum Payment, but otherwise notwithstanding anything contained herein, if at the direction of the Company -
- 6.4.1 a day worker who is required, in lieu of ordinary day work; or
- 6.4.2 a day shift worker (as defined in 6.5) who is required, in lieu of a day shift on which he would ordinarily be rostered;
- 6.4.3 to work at night (as defined in 6.5) for periods of not less than eight hours on less than five consecutive nights or on less than four consecutive nights when the fifth night is a 38-hour week rostered off night shall be paid at the rate of time and one-half of the ordinary rate of pay under clause 4, Rates of Pay, except -
- (a) on Saturdays, Sundays, 38-hour week rostered off days and holidays; and
- (b) in respect of any night of which at least 48 hours notice has not been given,
- 6.4.4 will be paid at overtime rates for day workers. No shift allowance is payable in respect of night work under this clause.
- 6.5 In this clause "night" means any hours between 7.00pm and 5.00am, and "day shift worker" means a shift worker employed on a shift system involving day shift only.
- 6.6 Transfer of Day Workers from Day Work to Shift Work - Day workers may be employed as and become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is a 38-hour week rostered off shift and paid accordingly: provided that an employee shall be paid at overtime rates for any shift employed as a shift worker under this clause in respect of which the employee has not been given at least 48 hours' notice.
- 6.7 Transfer of Shift Workers - A shift worker who is required to work on a shift other than the shift ordinarily rostered shall be paid at overtime rates for any such shift in respect of which at least 48 hours' notice has not been given. This provision shall not apply when the employee reverts to the ordinary rostered shift.

7. Overtime

- 7.1 Day Workers - Day workers for all time worked in excess of or outside the ordinary working hours and times prescribed by this award at the direction of the Company shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- 7.2 Shift Workers - for all time worked at the direction of the Company;
- 7.2.1 in excess of or outside the ordinary working hours prescribed by this award; or
- 7.2.2 on more than eleven shifts in twelve consecutive days; or
- 7.2.3 on a shift other than a rostered shift; or
- 7.2.4 in excess of five and one-half hours without a meal break; shall
- (a) If employed on continuous shift work be paid at the rate of double time; or
- (b) If employed on other shift work at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- 7.3 This subclause shall not apply when the time is worked;
- 7.3.1 by arrangement between the employees themselves; or
- 7.3.2 for the purpose of effecting the customary rotation of shifts.
- 7.4 General - An employee required to continue at work on overtime for more than one and a half hours after the employee's ordinary ceasing time without having been notified before leaving work on the previous day that the employee would be required to work overtime shall, at the employee's option, be:
- 7.4.1 provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
- 7.4.2 paid the amount as set out in Item 28 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal.
- 7.5 An employee, pursuant to notice, that has provided a meal and is not required to work overtime or is required to work for less than one and a half hours will be recompensed suitably for the meal provided but which is surplus.
- 7.6 Where an employee working overtime finishes work at a time when reasonable means of transport are not available the Company shall -
- 7.6.1 within a reasonable time, provide conveyance to -
- (a) a reasonable distance from the employees home; or
- (b) a place to which the employee usually travels by public conveyance when returning home from work; or
- (c) a place from which the employee can, within a reasonable time, obtain public conveyance to a reasonable distance from the employees home or the place to which the employee usually travels by public conveyance when returning home from work; or
- (d) pay the employee current rate of pay for the time reasonably occupied in reaching the employees home.

- 7.7 An employee recalled to work overtime after leaving the employers' business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employers' premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 7.8 Overtime in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 7.9 of this clause when the actual time worked is less than four hours on such recall or on each of such recalls.
- 7.9 Where overtime is necessary and it is practical in the circumstances it will be arranged that an employee(s) will have, as a minimum, eight consecutive hours off duty between the work on successive days.
- 7.10 An employee who works so much overtime between the finishing of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least eight consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Company, such an employee resumes or continues working without having had such eight consecutive hours off duty, they shall be paid at double time rates until they have had eight consecutive hours off.
- 7.11 An employee who is recalled from the employees home to work overtime shall, at the employee's option
- 7.11.1 be provided, free of cost, with a suitable meal for each normal meal break falling during the overtime period; or
- 7.11.2 be paid the amount as set out in Item 29 for each such meal.
- 7.12 For the purposes of this clause a "recall" from home to work overtime takes place when an employee is notified at home of the requirement to return to work.

8. Requirements to Work in Accordance With the Needs of the Industry

- 8.1 For the purpose of meeting the needs of the industry the Company may require an employee to work reasonable overtime, including work on Sundays and holidays, at the rate prescribed by this award and, unless reasonable excuse exists, the employee shall work in accordance with such requirements.
- 8.2 Subject to subclause 6.6, Transfer of Day Workers from Day Work to Shift Work, and subclause 6.7, Transfer of Shift Workers, for the purpose of meeting the needs of the industry, the Company may require any employee to transfer from one system of work to another system of work prescribed at the rate applicable thereto, and unless reasonable cause exists, an employee shall transfer in accordance with such requirement.
- 8.3 Plant operations will be continuous, meaning employees will not leave their place of work for any reason whilst on duty without first being relieved.

9. Holidays

- 9.1 The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, the local Eight Hour Day, Queen's Birthday, Christmas Day, Boxing Day and the additional public holiday being the Steel Industry Picnic Day are observed and special days appointed by proclamation as public holidays throughout the State shall be holidays and day workers and Monday to Saturday shift workers not required to work on a holiday shall be paid for the holiday at the ordinary rates of pay under clause 4, Rates of Pay, and at a bonus rate calculated in accordance with subclause 9.3 of this clause.

- 9.2 This provision for payment does not apply to -
- 9.2.1 employees whose rostered shift off falls on a holiday (subject to the provisions of subclause 16.2.2 of clause 16, Days added to the Period of Annual Leave or Long Service Leave);
 - 9.2.2 employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.
- 9.3 The bonus rate referred to in subclause 9.1 of this clause shall be payable to an employee to whom bonus is payable under a bonus setting and shall be either the average bonus payable to employees for each ordinary shift or ordinary day worked by those employees during the last bonus period preceding the holiday or the average bonus payment to the employee for each ordinary shift or ordinary day worked during the last bonus period preceding the holiday.

10. Sunday and Holiday Rates

- 10.1 Employees shall be paid at the rate of double time for all work done on Sundays and at the rate of double time and one-half for all work done on the holidays prescribed by this award.

11. Maximum Payment

- 11.1 Shift allowances and special rates shall not be subject to any premium or penalty additions.
- 11.2 All rates prescribed shall not exceed double the rates prescribed by clause 4, Rates of Pay, provided that this subclause shall not apply to any excess due to payments under clause 6, Shift Work Allowances for Shift Workers; or clause 10, Sunday and Holiday Rates (in respect of work done on holidays).

12. Employees Presenting Themselves for Work and Not Required

- 12.1 Subject to the provisions of clause 24, Contract of Employment, an employee who presents for either normal rostered work or arranged overtime and is subsequently not required, will be paid four hours ordinary pay plus bonus.

13. Sick Leave

- 13.1 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity not due to the employees own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay and in addition the bonus payment which would have been payable if the employee had attended for duty, for the time of such non-attendance subject to the following:
- 13.1.1 the employee shall not be entitled to be paid leave of absence for any period in respect of which he is entitled to workers' compensation;
 - 13.1.2 an employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in subclause 13.1.3 of this subclause. Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right;
 - 13.1.3 the number of ordinary working hours referred to in subclause 13.1.2 of this subclause shall be:
 - (a) in the case of an employee with less than 1 year's continued employment: 40;
 - (b) in the case of an employee with 1 or more years' continued employment but less than 10 years' continued employment: 64;
 - (c) in the case of an employee with 10 or more years' continued employment: 80;

- (d) in the case of an employee working 12 hour shifts the hours provided in subclauses a), b) and c) of this clause shall be 48, 72 and 96 hours respectively.
- 13.2 The rights under this clause shall accumulate from year to year so long as the employment continues with the Company, whether under this or any other award, so that any part of the number of ordinary working hours specified in subclause 13.1.3 of this clause which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available to any employee entering the employment of the Company on or after 1 June 2000, for a period of 16 years, but for no longer, from the end of the year in which they accrued.
- 13.3 In the case of an employee who otherwise is entitled to payment under this clause but who, at the time of the absence concerned, has not given three months' continuous service in the period of current employment with the Company, the right to receive payment shall not arise until such service has been given.
- 13.4 For the purpose of this clause continuous service shall be deemed not to have been broken by -
- 13.4.1 any absence from work on leave granted by the Company; or
- 13.4.2 any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee;
- 13.4.3 provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- 13.5 Service before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- 13.6 In this clause "ordinary working hours" shall include working hours on shifts known as compulsory roster shifts, ring roster shifts or 21st shifts which are paid at overtime rates.

14. Notification of Sick Leave

- 14.1 An employee absent from work on account of personal illness or injury is entitled to claim sick leave as provided by this award subject to notification of the intended absence at least one hour prior to the commencement of the day or shift. Notification shall mean notifying by voice contact to the manager or a supervisor.
- 14.2 No medical certificate for single day absences will be required unless requiring payment for sick leave taken without notification of absence subject to Clause 14.1. Medical certificates will be required for all absences exceeding one day or shift.
- 14.3 All claims for sick leave and all medical certificates supplied to the Company will state the nature of the illness/injury requiring absence from duty.
- 14.4 Medical certificates provided in support of a claim for sick leave will be dated to coincide with the first day of the absence from duty otherwise sick leave will only be paid from the date shown on the medical certificate.
- 14.5 The Company may require an employee returning from sick leave to be examined and cleared for work by a medical practitioner of the Company's choice.

15. Annual Leave

- 15.1 Day Workers and Monday to Saturday Shift Workers: See *Annual Holidays Act 1944*.

- 15.2 Shift workers whose working period includes Sundays and Public Holidays as ordinary working days:
- 15.2.1 In addition to the benefits provided by section 3 of the *Annual Holidays Act 1944*, with regard to an annual holiday of four weeks, an employee who, during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a seven-day shift worker, shall be entitled to the additional leave as hereunder specified:
- (a) if during the year of employment the employee has served the Company continuously as such seven-day shift worker the additional leave with respect to that year shall be one week;
 - (b) subject to subparagraph (d), of this paragraph, if during the year of employment, the employee has served for only a portion of it as such seven-day shift worker the additional leave shall be one day for every thirty-three ordinary shifts worked as a seven-day shift worker;
 - (c) subject to subparagraph (d), of this paragraph, an employee shall be paid for such additional leave at the annual leave rate of pay, for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave;
 - (d) where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only;
 - (e) in this clause reference to one week and one day shall include holidays and non-working days.
- 15.2.2 Where the employment of a worker has been terminated and thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, the employee shall also be entitled to an additional payment of three and one-half hours at the annual leave rate of pay with respect to each twenty-one shifts of service as such seven-day shift worker during such period of employment.
- 15.2.3 A seven-day shift worker under this subclause shall be paid at the appropriate rate for any "compulsory roster" shift, also known as a "twenty-first" shift, which the employee would have worked during the employee's period of annual leave.
- 15.3 Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.
- 15.4 In addition to the benefits provided by section 3 of the *Annual Holidays Act 1944* with regard to an annual holiday of four weeks, an employee who during the year of his employment with the Company becomes entitled to the said annual holiday of four weeks, gives service to the Company as a Monday to Saturday shift worker who is regularly rostered for duty on Saturdays as ordinary working days, shall be entitled to additional leave as hereunder specified:
- 15.4.1 For every thirteen Saturdays upon which the employee worked an ordinary shift as a Monday to Saturday shift worker who is rostered for duty on Saturdays as ordinary working days the additional leave with respect to that year shall be one day.
- 15.4.2 Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- 15.5 Annual Leave Loading excluding 12 hour Shift Workers (for 12 hour Shift Workers see Attachment 2) - In respect of a period of annual leave an employee shall be paid a loading, namely 20 percent, of whichever amount, to be calculated for the period of annual leave, is the lesser of -

15.5.1 the employees ordinary pay pursuant to the *Act Annual Holidays*, 1944, and where applicable, the employees annual leave rate of pay pursuant to this clause, and clause 16, Days Added to the Period of Annual Leave, or Long Service Leave; or

15.5.2 the sum of -

- (a) the employees award rate of pay for ordinary time at the commencement of annual leave as prescribed by clause 3, Basic Wage, clause 4, Rates of Pay, of this award; and
- (b) the employees rate of maximum all purpose bonus payable at the commencement of annual leave pursuant to the bonus setting applicable to the employee.

Provided that an employee who would have worked shift work but for being on annual leave shall be paid whichever is the greater of the said loading, or the shift work allowances pursuant to clause 6.1, Shift Work Allowances for Shift Workers, the weekend penalty rates pursuant to clause 6.3, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 10, Sunday and Holiday Rates, that would have been payable in respect of ordinary time during the period of annual leave but for being on annual leave.

15.5.3 The loading prescribed by this subclause shall apply to payment in lieu of a fully due annual holiday on termination of employment, but shall not apply to proportionate annual holiday payment on termination of employment.

16. Days Added to the Period of Annual Leave Or Long Service Leave

- 16.1 In the case of an employee who was, at the commencement of their annual leave or long service leave, employed as a 7-day shift worker under this award, one day shall be added to the annual leave period or long service leave period, respectively, in respect of any holiday prescribed by this award which falls within the period of annual leave or long service leave to which the employee is entitled under this award.
- 16.2 An employee who is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day shall:
- 16.2.1 have one day added to the annual leave period; or
 - 16.2.2 by mutual consent, be paid, in the pay period in which the holiday falls, for the holiday at the rate payable pursuant to clause 9.1, Holidays.
- This subclause shall not apply when the holiday falls:
- 16.2.3 on a Saturday or Sunday except in the case of employees employed as seven-day shift workers whose working period includes Sundays and Holidays as ordinary working days, of this award; or
 - 16.2.4 on a Sunday in the case of employees employed as Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.
- 16.3 Any day or days added in the case of annual leave shall be paid for at the annual leave rate of pay and in the case of long service leave shall be paid for at the long service leave rate of pay.
- 16.4 Any day or days added in accordance with subclauses 16.1 or 16.2 of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave respectively to which the employee is entitled under clause 15, Annual Leave, or clause 17, Long Service Leave.
- 16.5 For the purposes of subclause 16.4 of this clause, working days shall be:
- 16.5.1 in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week including

a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave but excluding a Saturday, a Sunday or a holiday;

16.5.2 in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a Monday to Saturday shift worker - any day of the week, other than a Sunday or a holiday, including a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave.

16.5.3 in the case of an employee who, at the commencement of his period of annual leave or long service leave, as the case may be, was employed as a 7-day shift worker - any day of the week including a day on which the employee concerned would have been rostered off duty if not on annual leave or long service leave.

16.6 Where the employment of a worker has been terminated and under section 4 of the *Annual Holidays Act, 1944*, an entitlement accrues to payment in lieu of an annual holiday with respect to a period of employment the employee shall also be entitled to an additional payment for each day accrued under subclause 16.2 of this clause, at the annual leave rate of pay.

16.7 An employee who is employed as a seven-day shift worker who -

16.7.1 has a day added to annual leave or long service pursuant to subclauses 16.1 and 16.2 of this clause, and

16.7.2 such a day falls on a holiday prescribed by clause 9, Holidays, on which the employee would have been rostered to work an ordinary shift were it not for an entitlement to an added day shall be paid for such day, in addition to the entitlement under subclause 16.3 of this clause, at the rate prescribed by subclause 9.1 of the said clause 9.

17. Long Service Leave

17.1 See *Long Service Leave Act 1955*.

17.2 Notwithstanding the *Long Service Leave Act 1955*, the award rate (basic wage and margin) element of ordinary pay for long service leave shall be either that:

17.2.1 determined in accordance with the *Long Service Leave Act 1955*; or

17.2.2 applicable to the employee at the commencement of the period of long service leave whichever is the greater.

17.3 An employee shall be entitled to have all days which are prescribed as holidays by clause 9, Holidays, treated as days appointed by the Governor as public holidays for the purposes of the application of Section 4(4A) of the *Long Service Leave Act, 1955*.

18. Jury Service

18.1 An employee required to attend for jury service:

18.1.1 during ordinary working hours; or

18.1.2 immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift, as the case may be:

shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employee's jury service and the ordinary time rate and bonus which would have been payable in respect of the ordinary time rostered had the employee not attended for jury service.

- 18.2 The employee will reimburse to the Company the amount received in respect of such jury service upon payment.
- 18.3 An employee shall notify the Company as soon as possible of the date upon which attendance for jury service is required. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

19. Compassionate Leave

- 19.1 An employee shall, on production of acceptable proof of the death of a spouse (including a de facto spouse), father, mother, foster-father, foster-mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, child, stepchild, son-in-law, daughter-in-law, grandparents, grandchildren or grandparents-in-law, be entitled on notice to compassionate leave without deduction from ordinary wages for such period not exceeding three days as is reasonable in the circumstances.
- 19.2 Where an employee incurs significant travel to attend a funeral, the amount of compassionate leave will be increased by a further two days upon production of acceptable evidence documenting the necessity to travel.
- 19.3 In addition to the employee's ordinary time work rate of pay, the amount of bonus applicable for the period of compassionate leave will also be paid.
- 19.4 Compassionate leave will not be granted if the period of leave coincides with any other period of paid leave.

20. Personal/Carers Leave

- 20.1 An employee with responsibilities in relation to a class of person set out in clause 20.3.2 who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after date 1 June 2000 for absences to provide care and support for such persons when they are ill.
- 20.2 The employee shall, if required, establish by production of a medical certificate, 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.
- 20.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 20.3.1 the employee being responsible for the care and support of the person concerned; and
- 20.3.2 the person concerned being:
- (a) spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), partner (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto partner spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - i. "relative" means a person related by blood, marriage or affinity;
 - ii. "affinity" means a relationship that one spouse because of marriage has to blood relatives or the other; and
 - iii. "household" means a family group living in the same domestic dwelling.

20.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

21. Parental Leave

21.1 Should either the Federal Government or respective State Governments legislate in respect of paid maternity or parental leave, any payments required to be made under that particular legislation would be absorbed against any payments arising out of this clause. Parental leave is granted to employees subject to their meeting the requirements described in the sub-clauses following:

21.2 Definitions

"Child" means a child of the employee under one year of age or, in the case of an adopted child or a child to be adopted, under five years of age, other than a child or step-child of the employee or the employee's spouse, or a child who has previously lived continuously with the employee for a period of six months or more.

"Continuous Service" means service under an unbroken contract of employment and includes:

- (a) Any period of leave taken in accordance with this policy, including part-time leave.
- (b) Any period of leave or absence authorised by the Company.

"Eligible Employee" is one that has had at least twelve months continuous service with the Company and where that employee intends to return to the Company for at least six months following the leave. In the event that the employee does not return to work with the Company for a period of six months following the completion of the parental leave, the Company may require the employee to reimburse the amount of paid leave and/or through a deduction from monies due to the employee on termination.

"Maternity Leave" means leave granted in accordance with this policy and is 12 weeks paid leave plus up to 40 weeks unpaid leave preceded by at least twelve months continuous service with the Company.

"Paternity Leave" means leave granted in accordance with this policy and includes:

- (a) 'short paternity leave' of 1 weeks paid leave, and
- (b) 'extended paternity leave' of 1 week paid leave plus a further period of up to 51 weeks unpaid leave preceded by at least twelve months continuous service with the Company.

"Adoption Leave" means leave granted in accordance with this policy and includes:

- (a) 'short adoption leave' of 1 weeks paid leave and a further period of two weeks unpaid, and

- (b) 'extended adoption leave' of 12 weeks paid leave and further period of up to 40 weeks leave where the employee is the primary caregiver, preceded by at least twelve months continuous service with the Company.

"Primary Care Giver" means a person who assumes the principal role of providing care and attention to a child.

"Relative adoption" occurs where a child, as defined, is adopted by a grandparent, sibling, aunt or uncle (whether of the whole blood or half blood or by marriage).

"Spouse" includes de facto or former spouse.

21.3 Eligibility for Leave

21.3.1 Maternity Leave

An eligible employee whose expected date of confinement has been confirmed in writing by a registered medical practitioner, will be entitled to 12 weeks paid maternity leave, and up to 40 weeks of unpaid leave for each confinement. Written notification of the date on which the eligible employee proposes to commence maternity leave and the leave period must be provided via a leave application form.

The paid component will be taken as the initial absence on such leave and this twelve week period of paid leave is inclusive of any public holidays arising within that time.

Where an employee applies for other paid leave (i.e. annual leave or long service leave) continuous with a period of paid maternity leave, and is eligible for that leave, the employee will be granted the paid leave.

The entire absence in respect of maternity leave (paid, unpaid, other leave) will not exceed 52 weeks.

This period shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Except as otherwise provided in this clause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

21.3.2 Paternity Leave

An eligible employee, upon production to the Company of a certificate from a registered medical practitioner which names the employee's spouse, states that the spouse is pregnant and the expected date of confinement or the date upon which the birth took place, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances;

- (a) an unbroken period of paid leave of up to one week (inclusive of any public holidays arising within that time) at the time of the confinement of the spouse (short paternity leave) and;
- (b) a further period of up to 51 weeks unpaid leave in order to be the primary care giver of a child, provided that such leave shall not extend beyond the child's first birthday (extended paternity leave).

This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

21.3.3 Adoption Leave

An eligible employee, upon production to the Company of a statement from an adoption agency or other appropriate body, or the presumed date of placement of the child with the employee for adoption purposes, or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks in the following circumstances:

- (a) an unbroken period of paid leave of up to one week and a further period of two weeks unpaid at the time of the placement of the child where the employee is not the primary care giver (short adoption leave); or an unbroken period of paid leave of up to 12 weeks at the time of the placement of the child in order to be the primary care giver (The paid component will be taken as the initial absence on such leave and this twelve week period of paid leave is inclusive of any public holidays arising within that time); and
- (b) a further unbroken period of up to 40 weeks unpaid leave in order to be the primary care giver of the child. This leave shall not extend beyond one year from the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child (extended adoption leave). This entitlement shall be reduced by: any period of leave taken at the time of the placement of the child and; the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

21.4 Further Requirement for Eligibility for Leave

Before taking leave in accordance with this clause, at the time of giving notice for the period of leave, the employee shall give to the Company a statutory declaration stating:

- (a) the particulars of any maternity, paternity or adoption leave, as the case may be, sought or taken by the employee's spouse; and
- (b) that the employee, for the period of leave, will not engage in any conduct inconsistent with the contract of employment; and
- (c) when the leave sought is paternity or adoption leave that it is taken to become the primary care giver of a child.

21.5 Notice of Leave

21.5.1 An eligible employee, in the case of maternity leave, shall, not less than 10 weeks prior to the expected date of confinement, give to the Company the certificate referred to in 21.3.1 hereof and not less than four weeks notice in writing of the date upon which the employee proposes to commence such leave, state the amount of leave to be taken and furnish the statutory declaration referred to in 21.4 hereof, provided that an employee shall not be in breach of this paragraph if failure to give notice herein prescribed is due to the confinement occurring earlier than the presumed date.

21.5.2 An eligible employee, in the case of paternity leave, shall, not less than 10 weeks prior to each proposed period of leave, give to the Company notice in writing stating the dates upon which the employee proposes to start and finish each period of leave and produce the certificate referred to in 21.3.2 and the statutory declaration referred to in 21.4 hereof; provided that an employee shall not be in breach of this paragraph if failure to give the notice herein prescribed is due to the birth occurring earlier than the presumed date, or the death of the mother of the child, or other compelling circumstances; provided further that the employee shall notify the Company of any change in the information provided pursuant to 21.3.2 or 21.4 hereof.

21.5.3 In the case of adoption leave, the employee shall notify the Company upon receiving notice of approval for adoption purposes and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of

relative adoption, the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

21.5.4 In addition, the employee shall, as soon as the employee is aware of the presumed date of placement of the child for adoption purposes, but no later than 14 days before such placement, give in writing, notice to the Company of the dates of any period of leave to be taken in accordance with 21.3.3 hereof and 10 weeks notice in writing before the commencement of any further periods of leave for adoption purposes to which the employee is entitled in accordance with this clause; provided that an employee shall not be in breach of this paragraph if the failure to give notice in accordance with this paragraph is due to a requirement by the adoption agency to accept earlier or later placement of a child, or death of the employee's spouse or other compelling circumstances.

21.5.5 In the case of maternity leave, the Company may, after giving the employee not less than 14 days notice in writing, require the employee to commence maternity leave at any time within six weeks immediately prior to the presumed date of confinement.

21.6 Special Provisions Relating to Maternity Leave

21.6.1 Transfer to a Safe Job - Where, in the opinion of a registered medical practitioner, illness or risk arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the present work, the employee shall, if the Company deem it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable, the employee may, or the Company may require the employee to, take leave for such period as is certified necessary by the registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of this clause.

21.6.2 Special Maternity Leave and Sick Leave - Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child, the employee shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before the employee returns to work; or for illness other than the normal consequences of confinement, the employee shall be entitled, either in lieu or in addition to special maternity leave, to such paid sick leave as stands to the employee's credit and which a medical practitioner certifies as necessary before the employee's return to work. Where an employee not then on maternity leave suffers illness related to the pregnancy, the employee may take such paid sick leave standing to the employee's credit and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before the employee returns to work, provided the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period of leave to which the employee is entitled under 21.3.1 hereof.

21.7 Leave and Other Entitlements

Provided the aggregate of any leave taken under this clause does not exceed the period of leave to which the employee is entitled under clause 25.3 hereof, an employee may, in lieu of or in conjunction with leave, take any annual leave or long service leave or part thereof to which the employee is entitled, but paid sick leave or other paid authorised absences shall not be available to an employee during absence on leave in accordance with this clause.

21.8 Effect of Leave on Employment

A period of parental leave does not break an employee's continuity of service, but does not otherwise count as service except:

- (a) For the purpose of determining the employees entitlement to a later period of parental leave or

- (b) As expressly provided in a law of the Commonwealth, State or Territory, or as expressly provided in an award, order, or certified agreement.

A period of absence on unpaid Parental Leave does not accrue Annual Leave or Long Service Leave credits.

21.9 Termination of Employment

21.9.1 An employee on leave in accordance with this clause may terminate employment at any time during the period of leave by notice given in accordance with this award.

21.9.2 The Company shall not terminate the employment of an employee on the grounds of pregnancy, the pregnancy of a spouse or that the employee proposes to adopt a child, or because the employee is absent on leave in accordance with this clause, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.

21.10 Cancellation of Leave

21.10.1 Leave applied for but not commenced shall, subject to the provisions of clause 21.6 hereof, be cancelled when the pregnancy of an employee or the employee's spouse is terminated otherwise than by the birth of a living child or, in the case of adoption leave, when the adoption is not proceeded with or abandoned.

21.10.2 Where an employee has commenced maternity leave or adoption leave and the leave is cancelled because of reasons specified in clause 21.6 hereof, the employee shall notify the Company in writing and it shall be the right of the employee to resume work from the date of notice in writing by the employee to the employer of the desire to return to work.

21.11 Variation of Leave

Provided the maximum period of leave does not exceed the period to which the employee is entitled under clause 21.3 hereof:

- (a) the period of leave may be varied once only by the employee giving not less than 14 days notice in writing, stating the period by which the leave is to be lengthened;
- (b) the period may be further lengthened by agreement between the Company and the employee;
- (c) the period of leave may, with the consent of the Company be shortened by the employee giving not less than 14 days notice in writing, stating the period by which the leave is to be shortened.

21.12 Return to Work After Leave

21.12.1 An employee shall confirm the intention to return to work by notice in writing to the Company giving not less than four weeks prior to the expiration of the period of leave.

21.12.2 An employee, upon returning to work after leave or the expiration of notice required by clause 21.12.1 hereof, shall be entitled to the position which the employee held immediately before proceeding on leave, or, in the case of an employee transferring to a safe job in accordance with clause 21.6.1 hereof, to the position which the employee held immediately prior to such transfer, or where the employee has transferred to part time work due to pregnancy, to the position the employee held prior to such transfer.

Where such position no longer exists, but there are other positions available which the employee is qualified and is capable of performing, the employee shall be entitled to a position as nearly as possible comparable in status and pay to that former position.

21.13 Replacement Employees

- 21.13.1 A replacement employee is an employee specifically engaged as a result of an employee proceeding on leave in accordance with this clause.
- 21.13.2 Before the Company engages a replacement employee, the Company shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 21.13.3 Before the Company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the Company shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- 21.13.4 Nothing in this subclause shall be construed as requiring the Company to engage a replacement employee.

22. Disciplinary Code

- 22.1 Where an employee is alleged to have breached the terms of employment or good order and discipline the following procedure will apply:
- 22.1.1 The employee and representative if requested, will be given all facts relating to the matter known to the Company and the opportunity to respond. The Supervisor may counsel or warn the employee on the first such occasion recording the particulars in the presence of the employee on the employee's personal history card. On the second or subsequent occasions the Supervisor will refer the matter to the Operations Manager.
- 22.1.2 The Operations Manager upon reference of an alleged breach of employment terms and/or discipline will interview the employee in the presence of the Union Representative(s) and Supervisor(s)/Manager and may issue the employee with a final written warning, copies of which will be issued to all involved parties.
- 22.1.3 The Operations Manager may in lieu of, or as well as issuing a final warning, suspend or transfer the employee in which case advice of this action will be given to the employee and Union Representative(s) at the interview.
- 22.1.4 If an employee has reason to receive a second formal warning within any period of 12 consecutive months, the Company may terminate the employee's contract of employment by payment of such wages as are due in lieu of notice.
- 22.2 Nothing in this code limits the Company from exercising summary termination of the employee's services within the Award Contract of Employment.

23. Disputes Settling Procedure

23.1 Introduction

All parties to this Award recognise and accept that people have differing viewpoints, and hence, conflict will arise from time to time. It is agreed that it is in the interests of all parties to manage the resolution of this conflict by means which do not damage the business.

To enable claims, issues and disputes to be progressed while work continues without industrial action the procedures outlined in this clause will apply.

23.2 Departmental Claims, Issues and Disputes

- (a) Step 1 (to be completed within 24 hours or the next ordinary working day following the claim, issue or dispute arising):
- (1) Employee(s) involved will raise the claim, issue or dispute with the supervisor. Parties at this level will take all reasonable steps to resolve the issue.
 - (2) Failing agreement, employee(s) involved (with a representative, if requested) and the supervisor will fill out an Industrial Incident Report Form stating the claim, issue or dispute and present this document to the manager of the area concerned. All reasonable steps to resolve the issue will be taken by the parties at this level.
- (b) Step 2 (to be completed within 24 hours or the next working day following the raising of the Industrial Incident Report Form):
- Failing agreement, employee(s) involved (with a representative, if requested) and/or the head of the department will contact the Chief Operating Officer or designate who will organise a time and date for a conference(s).
- (c) Step 3.
- Failing agreement being reached following the conference(s), the claim, issue or dispute may be referred to the appropriate industrial relations authority.

23.3 General Claims, Issues and Disputes

- (a) Employee representatives involved will place any claim, issue or dispute before the Company's Operations Manager or designate, who will take all reasonable steps to reply as soon as possible.
- (b) Failing agreement, the claim, issue or dispute may be referred to the appropriate industrial relations authority.

23.4 Dispute Settling Objectives

- (a) The purpose and objectives of the Dispute Settling Procedure is to prevent loss of wages to employees and damage to the Company's ability to maintain production.
- (b) Employees agree to follow the dispute settling procedure in all matters, which are in dispute.
- (c) Any stoppage of work, ban or limitation which takes place without the agreed dispute settling procedure being followed, will result in the personnel involved foregoing an amount equal to 6% of rate of pay and bonus for a period of 4 weeks.
- (d) Should the stoppage of work, ban or limitation take place without the agreed dispute settling procedure being followed in its entirety, the Company will notify the appropriate industrial relations authority prior to Clause 23.4(c) above being applied.

24. Contract of Employment

- 24.1 Subject as provided for elsewhere in this award employment shall be on a weekly basis.
- 24.2 Employment of new employees shall be for a probation period of twelve weeks and whilst on probation the first two weeks of service shall be from day to day at the weekly rate fixed determinable at a day's notice.
- 24.3 Employees shall perform such work as the Company shall, from time to time, reasonably require and an employee not attending for or not performing duty shall, except as provided by clause 13, Sick Leave, lose pay for the actual time of such non-attendance or non-performance.

- 24.4 Subject as aforesaid employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. Where an employee has given notice or has been given notice by the Company, the employee shall, upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.
- 24.5 This clause shall not affect the right of the Company to deduct payment for any day or portion thereof during which an employee is stood down by the Company as the result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee, or to deduct payment for any day during which the employee cannot be usefully employed because of any strike or through any breakdown of machinery, or due to any cause for which the Company cannot reasonably be held responsible.
- 24.6 This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be payable up to the time of dismissal only.

25. Time and Payment of Wages

- 25.1 All wages shall be paid fortnightly by Electronic Funds Transfer.

26. Retention of Rate

- 26.1 Where, as a result of the rationalisation of the Company's operations, the introduction of technological change or changes in work practices, an employee is appointed to a classification or classifications which receive lower earnings from the sum of margin and bonus than did the employee's classification immediately prior to the appointment or the first appointment ("the previous classification"):

26.1.1 If the employee has two or more years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first and second years after the date of the employee's appointment, full retention of the sum of margin and bonus applicable to the previous classification;
- (b) in the third year after the date of appointment, half retention of the sum of margin and bonus applicable to the previous classification;
- (c) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus applicable to the employee's new classification.

26.1.2 If the employee has less than two years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first year after the date of appointment, half retention of the sum of margin and bonus applicable to the previous classification;
- (b) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus applicable to the employee's new classification.

- 26.2 Where as a result of a market change affecting the Company's operations, an employee is appointed to a classification or classifications which receive lower earnings from the sum of margin and bonus than did

the employee's classification immediately prior to the appointment or the first appointment ("the previous classification"), if the employee has two or more years' continuous service with the Company, the employee shall retain the sum of margin and bonus applicable to the previous classification as follows:

- (a) in the first year after the date of the employee's appointment, full retention of the sum of margin and bonus applicable to the previous classification;
- (b) in the second year after the date of the employee's appointment, half retention the sum of margin and bonus applicable to the previous classification;
- (c) thereafter, no retention.

Provided that when the sum of margin and bonus of the employee's new classification exceeds the sum of margin and bonus of the previous classification, the employee shall thereafter receive payment of margin and bonus according to the employee's new classification.

- 26.3 Where an employee, as a result of the circumstances specified in subclauses 26.1 and 26.2 ceases to be entitled to a leading hand allowance the employee shall, (provided the employee had been receiving such leading hand allowance throughout the six months immediately preceding such cessation of the employee's entitlement thereto), retain the leading hand allowance to which the employee was entitled immediately preceding such cessation of the employee's entitlement subject to the same qualifications and adjustments as are specified in subclauses 26.1 and 26.2.

27. Redundancy and Retrenchment

- 27.1 The employer will consult employees and their representatives in circumstances where a redundancy or retrenchment is likely to occur.
- 27.2 Redundancy - Where a reduction in labour requirements becomes necessary, voluntary redundancy will be explored prior to any retrenchment.
- 27.3 The following redundancy payment shall be paid to employees with at least one years completed service.
- 27.3.1 Notice - 4 weeks pay (1 additional week if over 45 years of age) excluding weekend penalty rates, overtime allowance and penalty rates.
- 27.3.2 Redundancy Payment - 3 weeks pay for each completed year of service or part thereof up to a maximum payment of 26 weeks.
- 27.4 Retrenchment (Involuntary Redundancy) - In the event of retrenchment becoming necessary, the Company will commence discussion with the relevant Unions in accordance with the Award Disputes Settling procedure about the terms of severance payment.
- 27.5 When involuntary redundancy or retrenchments occur, the Company will assist redundant or retrenched employees to obtain alternative employment where possible or practical.

28. Compulsory Retirement

- 28.1 All employees shall retire on attaining the age of 65 years.
- 28.2 The Company may in its discretion extend a particular employees' retirement age on an annual basis.

29. Definitions

- 29.1 Day workers are employees other than shift workers and include employees on night work within clause 6.4, Night Work for Day Workers and Day Shift Workers, of this award.

- 29.2 Monday to Saturday shift workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- 29.3 Where shifts commence between 11.00pm and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.
- 29.4 Annual leave rate of pay means -
- 29.4.1 in the case of -
- (a) annual leave under clause 15, Annual Leave and days added to the period of annual leave under clause 16, Days Added to the Period of Annual Leave, or Long Service Leave, taken by an employee immediately before or after leave under the *Annual Holidays Act, 1944*;
 - (b) payment in respect of annual leave or days added to the period of annual leave being made to an employee under the said clauses 15 and 16 upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act, 1944*, in respect of such termination,
- 29.4.2 the ordinary pay of the employee, calculated in accordance with the *Annual Holidays Act, 1944*, for the leave taken or payments made under that Act;
- 29.4.3 in the case of annual leave under the said clause 15 and days added to the period of annual leave under the said clause 16 being taken otherwise than immediately before or after leave under the *Annual Holidays Act, 1944*, the ordinary pay of the employee, calculated in accordance with the *Annual Holidays Act 1944*, as if such leave had been taken under the Act.
- 29.5 Confined space means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or when required to wear breathing apparatus with respirable air or oxygen from a source that is independent of his working environment and subject thereto shall include inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

30. Employee Representative

- 30.1 The Company shall give recognition to an employee who is the representative of employees in a location where the employee is employed and shall be allowed the necessary time during working hours to interview the Company or its representatives in the case of a dispute affecting employees in his area.
- 30.2 Recognised employee representative may be granted up to 3 days per annum training leave without loss of ordinary pay (excluding overtime). Such leave may accrue to a maximum of 5 days. As far as practicable, such leave should be organised so as to minimise the need for the Company to replace the employee representative by the working of overtime and to allow the employee representative to be released within ordinary time.
- 30.3 Employee representative shall be allowed access, upon request, to a telephone, fax or photocopier for employee relations issues related to the site.

31. Plant Shut Downs

- 31.1 Where rostered days off are a feature of the method of working a 38-hour week, they may be accrued and discharged during plant shut down periods nominated in an annual roster made following consultation and agreement between the parties.

32. Protective Clothing & Equipment

- 32.1 The Company will supply and the employee will wear personal protective equipment when engaged in any work which, in the opinion of the Company, but subject to review by the Industrial Relations Commission of New South Wales, necessitates the use of personal protective equipment.
- 32.2 The employee shall pay the costs of any replacements necessary by reason of loss or breakage due to their carelessness.
- 32.3 Clothing and protective equipment will be issued on commencement and thereafter on a replacement basis.

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 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.
- 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 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 parties by the legislation referred to in this clause.
- 33.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

34. Consultation

- 34.1 The Company will consult employees and if required, their representative prior to introducing change to the business that may affect ongoing permanent employment.
- 34.2 The parties agree that it is in the interests of all to ensure that there is an appropriate balance between internal and external sourcing of labour. It is important that contractors, who work both on-site and off-site, have a key role to play in the viability of the business.

35. Income Protection for Personal Accident and Sickness

- 35.1 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay after the later of:
- 35.1.1 10 consecutive days after the commencement of the illness or incapacity; or
- 35.1.2 the expiry of the employee's entitlement to paid sick leave under clause 13.

35.2 The employer has taken out an insurance cover that provides all employees covered by this agreement with Income Protection for personal accident and sickness.

35.3 The policy benefits will include:

Income protection to gross weekly earnings.

24 hours/7 days coverage.

Benefit payable up to 2 years.

Journey Accident Coverage

Worldwide cover

An excess of 7 days will apply.

All leave benefits do not accumulate whilst an employee is receiving Income Protection.

Employees' service is not affected.

35.4 Cover

An insurance policy will be arranged for employees up to the age of 70 years and following 6 months service providing Personal Accident and Sickness Insurance Benefits.

35.5 Exclusions

- a. Employees engaged on short term or fixed term basis.
- b. Employees with less than 6 months continuous service.
- c. Absences covered by workers compensation or arising from works related injury or illness.
- d. Absences less than 7 days in duration.
- e. Injury or illness arising from the unlawful actions of the employee.
- f. Absences which would otherwise be covered by parental or carers leave.
- g. Absences resulting from alcohol, drug or substance abuse.
- h. Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (sky diving, flying other than as a passenger on a licensed airline, training or playing professional sport).
- i. Illnesses/injuries arising from HIV/AIDS, radiation, pregnancy or war.
- j. Where the employee is entitled to benefits arising from personal injury insurance (eg. motor vehicle CTP insurance, sporting injury insurance, etc.), other than workers compensation, the wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the employee is required to repay such monies to the employer. The employer may require the employee to authorise the employer to claim such monies direct from the insurer prior to receiving extended wage support.

35.6 Benefits

35.6.1 Lump sum payments for Death, Permanent Disablement and illness/injury resulting in certain surgical procedures within 12 months of diagnosis.

35.6.2 Weekly payment benefits for temporary total disablement up to a maximum period of 2 years at the award rate plus 12 months average over award payment excluding allowances.

35.6.3 Lump sum payments for injury resulting in bone fractures, excluding teeth.

35.6.4 Lump sum payment for certain serious medical conditions.

35.7 Multiple periods of extended absences occurring within 6 months from the same or related cause(s) will be deemed a continuation of the prior period.

35.8 Employees are required to provide medical certificate meeting the same criteria as for sick leave for absences from 10 to 28 days duration, thereafter medical certification requirements will be as determined by the insurer.

35.9 The Company will administer claims made under the Personal Accident and Sickness Insurance Policy.

36. Salary Sacrifice

36.1 Salary sacrifice is available for employees for the purposes of superannuation contributions and the purchase of lap top computers where this is in line with Australian Taxation Office Guidelines.

37. Protection of Employee Entitlements

37.1 The Company agrees to provide a letter from the Company's Auditors stating the ability of the Company to meet its obligations in regards to Employee Entitlements.

38. No Extra Claims

38.1 It is a term of this Award that the Union(s) undertake not to pursue any extra claims, award or over award.

39. Enterprise Arrangements

39.1 Occupational Health, Safety and Rehabilitation

39.1.1 The parties to this Award are committed to a 'zero harm' philosophy in the workplace. This will be achieved by the parties being committed to the requirements of the *Occupational Health Safety Act 2000*, any amendments thereof, and with Regulations made under the said Act.

39.1.2 The parties fully endorse and support the principles of the formalised Occupational Health Safety and Rehabilitation programme as detailed in the Company's Occupational Safety Health and Rehabilitation Manual.

39.2 Training

39.2.1 The Company will provide training opportunities for employees that will enable them to attain the various skills to carry out the Company's operations and the employee must successfully complete that training.

39.2.2 Attendance at approved courses shall be paid on the basis of eight hours ordinary time. All out of pocket expenses shall be provided by the Company.

39.3 Job Security

39.3.1 The parties agree that because the Company is an on site service provider, we must continue to provide a valuable and cost effective service to our customer in order to provide job security to the employees.

39.3.2 This will be achieved by having a flexible and multi skilled workplace that is focussed on providing the customer with a safer and efficient service at the lowest cost.

39.4 Cost Containment

39.4.1 The employees agree to a commitment to achieve cost reductions associated with:

- (a) the supply of personal protective equipment including clothing, eyewear, footwear and gloves;
- (b) supply of tools, slings, furniture and other items ancillary to the conduct of work;
- (c) damage to mobile and fixed equipment.

39.4.2 To achieve that commitment, the employees agree to take all reasonable care when using the equipment and tools referred to in clause 39.4.1.

40. Joint Consultative Committee

40.1 A Joint Consultative Committee may be established and the membership shall be determined by agreement between the employees and the Company.

40.2 The Joint Consultative Committee shall facilitate and recommend multi-skilling and training programs and assess the achievement of skills for individual employees.

41. Essential Service

41.1 In the event that there is a stoppage of work by employees which may affect the supply of services to Smorgon Steel Waratah site, the union and its members will agree to supply labour to ensure the Smorgon Steel Waratah site production schedule is met.

42. Area, Incidence & Duration

42.1 This award is to regulate the conditions of employment and to describe the enterprise agreements which will exist between Hunter Mill Services ('the employer') and the AWU Newcastle, Central Coast and Northern Regions Branch at its area of operation located within the Smorgon Steel Group Reinforcing and Steel Products Division Manufacturing and Grinding Media Waratah.

42.2 This award will take effect on and from the first pay period beginning on or after 22 March 2006 and will remain in force until 31 December 2008.

42.3 This Award shall be binding upon Hunter Mill Services and to its employees who are engaged in the classification specified in this Award and the following Union:

The Australian Workers Union, Newcastle, Central Coast and Northern Regions Branch.

ATTACHMENT 1

INDUSTRIAL INCIDENT REPORT

1. Issue Raised by: _____ Date: _____
 _____ Time: _____ am/pm

2. Details of Incident/Issue: _____

3. Union Representative’s View of Issue/Dispute: _____

4. Manager/Supervisor’s View: _____

5. Manager’s Position/Policy Statement: _____

6. Follow Up Action: _____

7. Manager/Supervisor responsible: _____ Date: _____
 _____ Time: _____ am/pm

ATTACHMENT 2

Arrangements for Working 12 Hour Shifts

1. Annual Leave: Annual leave may commence and finish on any day of the week. Total annual leave (which includes any other accrued days) should be taken in no more than 3 separate periods over the year. Flexibility in the start days is restricted only by the ability to manage the number of people on annual leave at any one time. Wherever possible requests of less than one week will be considered.
2. Basis of payment: An employee’s annual leave entitlement is governed by the terms of the Annual Holidays Act which describes the entitlement in weeks. The Act stipulates that an employee is entitled to "4 weeks" annual leave, plus an additional "week" for a year working 7 day roster.
3. Payment for annual leave will be paid according to the days rostered on to work. An employee will be paid according to the roster plus any weekend penalties/ring rosters and shift allowances which would have been paid if the employee had been at work.
4. Public Holidays: If a public holiday falls during an annual leave period then the employee is paid 12 hours at ordinary time and the accrued additional annual leave day is added to the leave being taken.
5. If a public holiday is during a rostered off period then the employee is paid an additional 12 hours at ordinary time.
6. If a public holiday is during a rostered on period and the employee is required to work then the employee is paid at double time and a half.
7. Ring Roster Day: If a compulsory overtime shift (ring roster shift) falls within an annual leave period then employees are paid as if at work.

Ring roster shifts occurring in this manner have no bearing on the annual leave entitlement.

8. Sick Leave: Sick leave is accrued in hours by the Award according to years of service.
9. Employees absent from work on a 12 hour shift and who claim sick pay will be paid 12 hours ordinary time and 12 hours will be deducted from the accumulated sick pay entitlement.
10. Penalty Rates: Penalty rate entitlements for overtime or weekend shift work are as provided by the Award.
11. Overtime: Overtime commences after 12 ordinary hours have been worked each shift. Payment will be at double time.
12. Shift Work:

Saturdays - for 12 hour shift work payment will be at time and a half.

Sundays will be at double time.
13. Public Holidays: For work performed on a public holiday, payment will be at double time and a half.
14. Meal Breaks: 2 x 20 minute paid meal breaks in a 12 hour shift to be taken approximately 4 hours apart at a time best suited to plant operations.
15. Long Service Leave: Long service leave entitlements are governed by the NSW Long Service Leave Act and are specified as "weeks". Payment for long service leave is calculated on the number of ordinary hours rostered to work in the period of long service leave taken. Weekend penalty rates/ring roster shifts do not apply to long service leave.
16. Workers Compensation Benefits

Benefits are governed by legislation.

Absent through works injury: Benefits are based on ordinary weekly wage and the shift roster worked by the employee does not alter the benefit.

Working on selected duties: Benefits are calculated on make up to average earning of comparative employees including shift allowances and weekend penalty payments.
17. Shift Allowance: Shift allowance on a 12 hour shift roster is paid in accordance with the award conditions for those on a day/night rotating shift.

J.D. STANTON, Commissioner

UPFRONT SCAFFOLDING PTY LTD/CFMEU ENTERPRISE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6231 of 2005)

Before Commissioner Murphy

15 December 2005

AWARD

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties And Persons Bound
4.	Relationship To Parent Award
5.	Duration Of The Award
6.	No Extra Claims
7.	Company Consultative Committee
8.	Objectives
9.	Protective Clothing
10.	Wage Rates/Remuneration
11.	Terms Of Employment
12.	Payment Of Wages
13.	Travel
14.	Inclement Weather
15.	Training And Related Matters
16.	Annual Leave
17.	Casual Labour
18.	Dispute Settlement Procedures
19.	Occupational Health And Safety
20.	Company Drug And Alcohol Policy
21.	Hours Of Work / Rostered Days Off
22.	Right Of Entry
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24.	No Disadvantage
25.	Long Service Leave
26.	Picnic Day
27.	Trade Union Rights And Representation
28.	Immigration Compliance
29.	Counselling And Disciplinary Procedures
30.	Audit And Compliance
31.	Endorsement Of The Agreement

Appendix A
Discrimination and Sexual Harassment

Appendix B
Award Classification Structure
Rates applicable

Appendix C
Extra Benefits and Provisions

Appendix D
Apprentices

Appendix E
Leisure Days and Public Holidays Calendar 2005-2008

Appendix F
Counselling and Disciplinary Procedures/Termination of
Employment

Appendix G
Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Upfront Scaffolding Pty. Ltd./CFMEU Enterprise Award.

2. Definitions

The Company: Upfront Scaffolding Pty. Ltd. (hereinafter referred to as "the Company") Address: Unit 8, 17 Tile Street, Wacol QLD 4076 Telephone: (07) 3879 4199 Facsimile: (07) 3879 4188

Parent Awards: Building and Construction Industry (State) Award (hereinafter referred to as "the Parent Award")

Union: Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch (hereinafter referred to as "the Union")

The Agreement: Upfront Scaffolding Pty. Ltd./CFMEU Enterprise Award expiring 31 March 2008 (hereinafter referred to as "the Award")

3. Parties and Persons Bound

- (a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- (b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- (c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- (a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- (b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 15 December 2005. The Award shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

However the parties acknowledge some projects may have site specific agreements which prescribe special conditions. Where such agreements are contractually applicable and/or formally certified by the relevant industrial tribunal and the project agreement provides for an additional project specific productivity / milestone payment(s) and or other benefits, the Company shall comply.

The Union undertakes not to pursue any increase in the project allowances currently provided for in the Sydney matrix except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

7. Company Consultative Committee

The Company may establish and maintain where appropriate, a Consultative Committee as a forum for effective communication between the parties.

The Consultative Committee will be made up of an equal number of management representatives and Employee representatives elected by the Employees. The parties agree that there will be a maximum of three representatives from management and three from the site workforce. The Secretary of the CFMEU or nominee will be extended an invitation to attend Committee meetings.

The principle purpose of this Committee will be to:

- (a) Monitor the implementation of the terms of this Award
- (b) Facilitate the process of workplace reform through consultation
- (c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- (d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- (a) To provide a culture for change
- (b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- (c) To improve the competitiveness, viability and profitability of the Company
- (d) To improve efficiency and flexibility by changing the way work is organised
- (e) To establish skills-related career paths for Employees
- (f) To organise Company structures and job design to maximise the Company competitiveness
- (g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- (h) To pursue the implementation of quality assurance and a total quality system
- (i) To create a dispute free environment through consultation and common purpose
- (j) To maintain and enhance Company occupational health and safety performance
- (k) To eliminate discrimination and sexual harassment (See Appendix A)
- (l) To foster and encourage affirmative action principles
- (m) To provide opportunities for injured Employees through rehabilitation
- (n) To pay Employees fair wages and provide enhanced employment conditions
- (o) To help Employees apply a proper balance between work and family/social life.

9. Protective Clothing

All Employees will be required to present ready for work with appropriate footwear. If a new Employee does not have appropriate footwear the Company will supply it. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required.

Following the expiration of 152 ordinary hours of employment, new Employees will be eligible for protective clothing.

Employees each year will be issued with the following:

- (a) In April one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- (b) In October two (2) T-shirts and two (2) pairs of shorts/trousers

Employees are expected to wear Company provided clothing and maintain such in a tidy manner, so as to display a professional Company image.

Clothing supplied will have a minimum of UPF 40 rating (Australian Standard 4399).

Employees will be required to wear appropriate clothing in an effort to provide protection from the harmful effects of UV exposure.

Additional personal protective equipment e.g., gloves, eye protection, sun protection will be supplied where required.

It is a condition of employment with the Company that whilst working on site, Employees are required to wear hard hats, steel capped boots and appropriate protective clothing at all times.

The following disciplinary procedure will be adopted in relation to the wearing of these protective items:

- (a) Verbal warning(s)

- (b) Written warning
- (c) Eight (8) hours suspension - without pay
- (d) Thirty eight (38) hours suspension - without pay
- (e) Employment terminated

This disciplinary procedure will not be unreasonably applied. The Union recognises the legal obligation on the Company and Employees to comply with safety footwear, helmet and protective clothing requirements and the need for effective disciplinary procedure.

10. Wage Rates/Remuneration

In recognition of the efficiencies and productivity measures contained herein the following increases shall be available to Employees covered by this Award.

10.1 Wage Increases

- (a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- (b) Apprentices will be paid in accordance with Appendix D of this Award.
- (c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- (d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- (e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site work the applicability of this allowance may be reviewed by agreement of the parties. Any agreed variation will be recorded in correspondence by the parties to this Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

10.3 Redundancy

Redundancy or redundant means the termination or cessation of employment of an Employee for any reason.

In respect of redundancy benefits:

- (a) The Company agrees to make redundancy contributions in respect of Employees covered by this Agreement to the Australian Construction Industry Redundancy Trust (ACIRT) in accordance with Appendix C of this Agreement

The entitlement for apprentices will be in accordance with Appendix D of this Agreement.

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- (b) Employees will be entitled to a redundancy benefit for each week of service with the Company being the greatest of the following amounts:
- (i) the amount payable by the Company to ACIRT in accordance with this Agreement or
 - (ii) the amount prescribed by the relevant Parent Award and or
 - (iii) any amount prescribed or awarded by a relevant industrial tribunal

Where there is a higher entitlement under (b) ii) and or (b) iii) of this clause the Employee will be paid direct this entitlement minus the balance that has already been paid into ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

The Company shall make superannuation payments monthly into cbus or other agreed scheme between the signatories of this Agreement. The level of superannuation contributions to be paid is recorded in Appendix C.

The entitlement of apprentices will be in accordance with Appendix D of this Agreement.

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.5 Top-Up Workers Compensation Insurance / 24 Hour Income Protection

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act* 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

All prospective Employees shall be required to fill out the Company pre-employment application form and may be required to undertake a pre-employment medical examination.

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

All in payment systems, sham sub-contract arrangements/other systems of engagement designed to circumvent this Agreement and cash in hand payments in lieu of conditions and/or overtime are strictly prohibited.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will be consistent with the objectives and goals of the Company and the workforce. Termination of employment shall be decided on, but not limited to, issues such as skills and ability, diligence, experience, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

When an Employee leaves of his/her own accord, their termination pay will be banked into their account at the end of the next pay period. Where the Company terminates an Employee, termination pay will be paid by cheque or through electronic funds transfer into the Employee bank account as per the relevant Parent Award provision.

The parties agree that where Employees covered by this Award are on or take unauthorised leave on any Friday they shall not automatically have weekend overtime available to them.

Where employment is terminated by the Company, payment in lieu of notice shall be at the ordinary hourly rate of pay only (as provided in Appendix B of this Agreement). Payment for superannuation, redundancy and / or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent Award conditions shall apply. In lieu of Clause 23.1 of the Parent Award, the following shall apply to all Employees:

- (a) All wages, allowances and other monies may be paid by electronic funds transfer

- (b) Wages shall be made available no later than 3.30 pm Thursday of each week (weekly). Waiting time shall not be payable where an Employee is kept waiting for their money due to circumstances beyond the control of the Company.

13. Travel

Employees covered by this Award shall be paid the fares and travel allowance recorded in Appendix C of this Award in lieu of the relevant fares and travelling allowance in the Parent Award. This rate shall be paid for days worked (including RDO's) and shall remain in force without variation for the duration of the Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent Award conditions shall apply.

14. Inclement Weather

The parties agree that should any site and/or section of a site be affected by inclement weather which shall mean the existence of rain or abnormal; climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail on that site or section of the site affected can be transferred to another section of that site or another site for productive work.

The parties agree that inclement weather does not automatically create unsafe working conditions. No Employee will be expected to work in unsafe or unreasonable conditions due to inclement weather.

The parties to the Award agree to collectively work towards the minimisation of lost time due to inclement weather. Further, the parties undertake to adopt the following principles and procedures with regard to inclement weather and the idle time that inclement weather creates:

- (a) Employees shall accept transfer to an area or site not affected by inclement weather if, useful work is available in that area or site and that work is within the scope of the Employees skill, competence and training consistent with the classification structure and the Company provides, where necessary transport, or payment of an allowance for use of an Employees vehicle, at the rates provided in the Parent Award.
- (b) Where the initiatives described in (a) above are not possible or non-productive, Employees will be available for activities such as relevant and meaningful skill development, production/upgrade of skill modules, OH&S training presentation and participation in learning, planning and reprogramming of the project.
- (c) All parties are committed to an early resumption of work following any cessation of work, which may result from inclement weather.
- (d) If it is necessary and consistent with safe working procedure to walk through inclement areas in order to make areas safe, appropriate protection will be provided.
- (e) If it is necessary to walk through inclement areas in order to get to agreed working areas and considering safe work practices, appropriate protection will be provided.
- (f) The practice of "one out, all out" will not occur
- (g) Should a portion of the project be affected by inclement weather, all other Employees not so affected shall continue working regardless of the fact that some Employees may not be gainfully employed due to inclement weather.
- (h) All other Parent Award conditions shall apply.

15. Training and Related Matters

15.1 The parties recognise that in order to increase the efficiency and productivity of the Company a commitment to structured training and skill development is required.

Accordingly the Company agrees to:

- (a) Provide Employees with the opportunity to acquire additional skills through appropriately structured training based on nationally endorsed (i.e. NBCITC accredited) competency standards and curriculum and
- (b) Encourage Employees to seek formal recognition of skills including RPL (recognition of prior learning).

15.2 The Company will consult Employees in respect of appropriate training which:

- (a) Is consistent with Company business requirements
- (b) Is relevant to the needs and expectations of Employees
- (c) May be taken either on or off the job
- (d) May be conducted when work cannot proceed e.g., due to inclement weather

Any training costs for courses will be paid by the Company in accordance with guidelines agreed by the Company Consultative Committee or arising from workforce consultation. The Company will not be requested to meet the costs of training undertaken by Employees, which is not approved.

16. Annual Leave

An Employee may elect to have annual leave in single day increments. Where an Employee elects to take such annual leave adequate notice shall be given to the Company.

Where there is consistent broken service without an acceptable reason by an Employee no notice shall be required by the Company to activate Clause 32.5 of the Parent Award.

Annual leave loading of 17.5% shall be paid on all annual leave entitlements.

The parties agree during the life of the Award to explore the feasibility of payment into an annual leave trust. The Union undertakes not to pursue this claim by industrial action.

All other Parent Award conditions shall apply.

17. Casual Labour

The parties agree to the following conditions regarding casual employment:

- (a) Engagement and termination of employment of casual Employees shall be in accordance with the Parent Award.
- (b) Casual labour will be entitled to the benefits of this Award.
- (c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (exclusive of overtime) in any continuous period of employment with the Company.

Provided that an Employee engaged by the Company on a regular and/or systematic basis for a sequence of periods of employment of more than six (6) weeks shall not be a casual hand and shall be entitled to all the conditions of a non-casual i.e., permanent Employees.

- (d) A casual Employee shall be paid 25% loading on the rate applicable to the Employee's relevant classification contained in Appendix B of this Award.
- (e) The above loading is in lieu of the prescribed Parent Award conditions.
- (f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

The parties acknowledge that this Award is designed to place maximum emphasis on avoidance of stoppages/industrial disputation and the expeditious settlement of grievances and/or disputation where it does occur.

18.1 Procedures relating to grievances of individual Employees are as follows:

- (a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While this procedure is being followed, normal work must continue.
- (f) The Union may represent the Employee at any stage of these procedures.

Unresolved matters shall be formally submitted to the Industrial Relations Commission by either party or their representatives, with the decision of the tribunal being accepted as the full and final resolution of the dispute. Individual rights to the process of legal appeal are not affected.

18.2 Procedures relating to disputes between the Company and its Employees are as follows

A grievance or dispute must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

Unresolved matters shall be formally submitted to the Industrial Relations Commission by either party or their representatives, with the decision of that tribunal being accepted as the full and final resolution of the dispute. Parties' rights to the process of legal appeal are not affected.

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the relevant Union official will contact senior management of the Company rather than Employees stopping work.

19. Occupational Health and Safety

All occupational health and safety issues will be resolved in strict accordance with the relevant legislation and the Building Industry Safety Code.

The most qualified or appropriate person will render first aid.

Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problem of access shall be immediately rectified and the Employees will use alternate safe access to such working areas while the usual access is being rectified.

If a safety problem arises, the matter shall be brought to the attention of the immediate supervisor / foreperson. He / she shall organise to have the problem rectified and the Employees relocated to safe work areas whilst rectification work is being carried out.

Should a dispute arise over a safety issue, immediate inspection of the disputed area involving both the Company and the site safety representative and/or safety committee shall take place.

If there is more than one area thought to be unsafe, the OH&S committee/Company will nominate in order of priority the areas to be inspected. On verification that rectification has been completed, productive work will resume. Such resumption shall take place if necessary in stages as each area has been cleared.

Provided that any disagreements between Company and the Site Safety Representative(s) and/or Safety Committee shall be determined by the recommendation of a WorkCover NSW Inspector.

The Company will ensure all Employees complete the WorkCover accredited Occupational Health and Safety Induction Course.

20. Company Drug and Alcohol Policy

Under no circumstances will any Employee affected by alcohol and/or affected by any other drug be permitted to work and/or operate any equipment on Company projects.

If an Employee is affected by alcohol or any other drug and is sent home to recover, he/she will not be paid for the lost time. Incidents concerning drugs or alcohol shall be dealt with in accordance with the Building Trades Group (BTG) of Unions Drug and Alcohol Safety Rehabilitation Program.

The parties agree that no alcohol/drugs will be permitted on Company projects.

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, the parties have agreed to organise the hours of work to suit the requirements of the industry whilst also giving the Company and Employees greater flexibility in organising their rostered days off (RDO's). Except as provided elsewhere in the Parent Award, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

Work will be performed between 6.00 am and 6.00 pm. Where agreement is reached with the relevant Employees, a 5.00 am start may be introduced (with subsequent meal and crib time adjustments) to allow for daylight saving and special project requirements.

21.2 Rostered Days Off

The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary days worked (except RDO's) and paid leave. A rostered day off shall be taken as provided below and travelling allowance in accordance with Clauses 38.1.4, 38.2 and 38.3 of the Parent Award, shall be paid on this day.

The following is agreed in respect of rostered days off:

- (i) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees as to which day shall be taken as a rostered day off when such entitlement is due. It is agreed a Company roster system may apply.
- (ii) RDO's may be banked to a maximum of six (6) days in any 12 month period. These RDO's may be taken as a group of consecutive days or any other combination as may be agreed.
- (iii) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
- (iv) Where more than one (1) accrued RDO is to be taken on consecutive working days, application for such paid leave shall be sought giving a reasonable period of notice.
- (v) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
- (vi) Where there is an agreed emergency or a special client need and subject to the agreement of applicable Employees and the written agreement of the Secretary of the Union or nominee, limited work may be undertaken on the No Work weekends and adjacent fixed RDO's. Unless impracticable the Company will give the Union 7 days notice of any such need for work so as to ensure appropriate consultation.
- (vii) Employees shall use the additional RDO accruals arising from the introduction of the 36 hour week to a maximum of 14.4 hours for payment of the No Work Saturdays. Attached hereto as Appendix E is the 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
- (viii) A new Employee will be eligible for an RDO after achieving 7.2 hours RDO accrual. However, a new Employee will be eligible to use lesser RDO accruals for the Saturdays and adjacent fixed RDO's nominated as no work public holiday/RDO weekends.
- (ix) Employees will be paid all unpaid RDO accruals on termination.
- (x) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3 Overtime

- (a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.
- (b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
 - (i) Any risk to Employee health and safety;

- (ii) The Employee's personal circumstances including family responsibilities;
- (iii) The need of the workplace or enterprise;
- (iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
- (v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

Upon arrival on site the accredited Union representative will notify relevant Company personnel available of their presence. Nothing in this clause shall be contrary to law.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

All current Employees will be given a copy of this Award, along with all future Employees upon commencement.

24. No Disadvantage

Arising from the implementation of this Award, no Employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

25. Long Service Leave

Prior to commencement of employment, the Company will register a prospective Employee if not already registered with the Building and Construction Industry Long Service Payments Corporation. The Company will strictly comply with all requirements of the Building and Construction Industry Long Service Payments Act 1986 and in particular, will issue as required all Certificates of Service with all details including the Employees registration number. An Employee will be entitled to payment of long service where applicable calculated on the hourly rate and company productivity allowance stipulated in this Award.

26. Picnic Day

Employees are required by the Company to provide proof of industry picnic day attendance, i.e., ticket purchase before payment is made for the day. A financial Union ticket recorded as "picnic paid" is deemed as evidence of ticket purchase. No work shall be scheduled on industry picnic day, i.e., the first Monday of December each year without agreement of the parties to this Award.

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award also acknowledge that good communication between the Union workplace delegate(s) and members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- (a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- (b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- (c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- (d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 Delegates and Their Rights

In this clause the expression "delegate" means an Employee who is the accredited representative of the Union at the workplace or within the Company.

- (a) The parties acknowledge it is the sole right of the Union and its members to elect Union delegate(s) who shall be recognised as the authorised representative of the Union
- (b) An elected delegate shall be paid the rate prescribed for CW7.
- (c) The delegate shall have the right to approach or be approached by any Employee of the Company to discuss industrial matters during normal work hours
- (d) The delegate shall have the right to communicate with members or potential members of the Union in relation to industrial matters without impediment from the Company. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by the Company:

Moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members

Changing a delegates shifts, rosters or site so that communication with workers is prevented or significantly impeded

Disrupting duly organised meetings

- (e) The delegate shall be entitled to represent members or potential members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members or potential members:

At all stages in the negotiation, renegotiation and/or implementation of agreements or other industrial instruments

The introduction of new technology and other forms of workplace change

Career path, reclassification, training issues and to initiate discussions and negotiations on any other matters affecting the employment of members

Ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements

To check with relevant industry schemes so as to ensure that superannuation, redundancy etc has been paid on time for all Employees and long service credited to a workers long service registration

- (f) In order to assist the delegate to effectively discharge his/her duties and responsibilities, the delegate shall be afforded the following rights:

The right to reasonable communication with other delegates, Union officials and management in relation to industrial and related matters

A maximum of ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union delegates in the industry, as authorised by the relevant Union Secretary or nominee

Time to check WorkCover and OH&S requirements are being complied with

- (g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- (h) There shall be no deduction to wages where the Union requires a delegate to attend any court or industrial tribunal proceedings relating to industrial matters at the workplace impacting on Employees.
- (i) Nothing in this clause requires the election of a delegate on every workplace of the Company. The expectation of the parties would be that Employees would elect a delegate on large sites.

27.3 Union Membership

Properly accredited officials and workplace representatives of the Union shall have the right to be provided with appropriate access to Employees to promote the benefits of Union membership.

To assist in this process the Company shall:

- (a) If requested by the Union and authorised by the Employee, provide payroll deduction services for Union fees. Such fees shall be remitted to the Union on a regular agreed basis with enough information supplied to enable the Union to carry out reconciliation
- (b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form
- (c) Invite the Union to attend induction training of new Employees.

- (d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

The Company recognises its obligations in respect of compliance with Australian immigration laws.

Existing and prospective Employees may be required to complete the Authority contained in Appendix G of this Award to obtain from DIMIA (Department of Immigration and Multicultural and Indigenous Affairs) details of immigration status. No person will be allowed to undertake any work for the Company unless it is verified he/she has the right to work.

This provision will be strictly complied with by the Company.

29. Counselling and Disciplinary Procedures

The Company recognises the importance of clear and understood counselling and disciplinary procedures. Attached hereto as Appendix F of this Agreement is the procedures adopted by the Company and agreed with the workforce.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. All in payment systems, sham sub-contract arrangements/other systems of engagement designed to circumvent this Agreement and cash in hand payments in lieu of conditions and/or overtime are strictly prohibited.

If the Company is identified paying 'all in' it will pay the 'all in' rate being paid to all Employees on that site plus all conditions of this Agreement for job duration. Work will not be sublet to another company except by agreement of the parties to this Agreement or where the work is of a specialist nature.

31. Endorsement of the Agreement

The parties recognise that each has a responsibility to ensure the successful operation of this Award. The signatures below testify the fact that the Award has been endorsed at peak Company, Union and Employee levels.

APPENDIX A

Discrimination & Sexual Harassment

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

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

In respect to this the aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the *Sex Discrimination Act 1984* and the *Anti Discrimination Act 1977*.

The Company fully complies with all applicable requirements of the federal and state legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability or age.

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Should there be an occurrence where a complaint of discrimination or sexual harassment has been received, the Company consultative committee where it has been established shall be responsible for assessing and reviewing the complaint matter, with the complete co-operation of management.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved.

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
Trades Labourer, Jackhammer Operator, Mixer Driver (Concrete), Gantry Hand or Crane Hand Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater, Roof Layer, Dump Cart Operator, Concrete Formwork Stripper, Nipper, Stonemason Assistant, Steelfixer, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		

Construction Worker Level 3 Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes	CW3 (Non Trade)	100
Construction Worker Level 3 All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker	CW3 (Trade)	100
Construction Worker Level 4 Marker-Setter Out, Signwriter, Lettercutter, Group B Operators: Tractor- up to, but not exceeding 48kw (65hp), Skid Steer Tractor- up to, but not exceeding 48kw (65hp), Mobile Crane- up to and including 10 tonnes, Floating Crane- up to and including 10 tonnes, Other Cranes- over 5 tonnes and not exceeding 15 tonnes, Road Roller, Mobile Concrete Boom Pump Operator	CW4	105
Construction Worker Level 5 Carver, Special Class Tradesperson, Lettercutter, Group C, D & E Operators: Tractor- from 48kw (65hp) up to, but not exceeding 370kw (500hp), Loader-front end and overhead- from 48kw (65hp) up to, but not exceeding 370kw (500hp), Dragline / Shovel Excavator- up to, but not exceeding 3.0 cubic metre capacity, Dumper- up to, but not exceeding 100 tonnes, Grader-Compactor- from 48kw (65hp), Skid Steer Tractor- from 48kw (65hp), Forklift- from 48kw (65hp) up to, but not exceeding 220kw (295hp), Mobile Crane- over 10 tonnes (note the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom / Pipe Layer- up to, but not exceeding 220kw (295hp).	CW5	110
Construction Worker Level 6 Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline /Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)	CW6	115
Construction Worker Level 7 Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.	CW7	120
Construction Worker Level 8 Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and / or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing	CW8	125

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

Rates applicable from 1 July 2004

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

The CW (2) rate will be paid to a labourer on a daily basis where higher duties e.g., scaffolding, hoist operator are being performed.

The CW3 (trade) rate includes provision for payment of a tool allowance. The CW3 NT (non-trade) rate does not include the provision.

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent Award shall apply.

It is understood by the parties that the Union reserves its right to pursue payment of additional superannuation in project agreements. However the Union gives an undertaking not to pursue claims in excess of 9% or the following amounts whichever is the greater:

- 1 July 2004 - \$100.00 per week
- 1 July 2005 - \$110.00 per week
- 1 July 2007 - \$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

Once an Employee has accrued 8 weeks pay in their ACIRT account they may elect to have their redundancy contribution paid into Cbus.

Fares Allowance

The Company will pay a fares allowance of \$17.45 per day for each day worked (including RDO's) increasing to \$25.00 per day for each day worked (including RDO's) from 1 July 2005.

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees . In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water relevant work areas as directed following inclement weather where applicable.

Hoist Breakdown

The parties agree that where the personnel hoist(s) provided on a project ceases to work or breaks down, as a temporary measure Employees will be required to access their relevant work areas with consideration to safe access, via stairs provided. Under these circumstances, and in consultation with the site safety committee and / or site Union delegate, Employees will be expected to access their relevant work areas without unreasonable restriction

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

Any dispute in respect of the application of this clause will be settled in accordance with Clause 18 of this Award without recourse to industrial action.

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

The Company will contribute monthly 9% of ordinary time earnings (greater if required by legislation) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowances and any other allowances or loadings prescribed by the Parent Award. All other provisions of the Parent Award shall apply.

Redundancy

The Company will contribute weekly \$25.00 for 1st and 2nd year apprentices and \$35.00 for 3rd and 4th year apprentices into the Australian Construction Industry Redundancy Trust (ACIRT). If not already paid, this level of contribution will apply from date of signature of this Award.

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E

Leisure Days and Public Holidays Calendar 2005-2008

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

Upon termination, the Company is required to pay Employees all unused RDO accruals.

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

No Work Saturday

On this calendar we have made provision for No Work paid RDO Saturdays which are the Saturdays coinciding with public holiday long weekends. Employees shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

This procedure applies in respect of Employees at the conclusion of their probationary period. Upon commencement of employment an Employee will be advised of the following procedure. The procedure will apply in all cases where formal counselling and disciplinary action is necessary.

Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following counselling procedure will be applied. An Employee may elect at any step to have a Union delegate present.

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then:

- Remind the Employee of the procedures;
- Issue a verbal first warning;
- Advise the Employee of the standards of improvement required

Step 2 - First Written Warning/Improved Performance

If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a written warning detailing:

- The issues of concern;
- The standards of improvement required

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

Step 3 - Final Written Warning/Improved Performance

If the Employee fails to meet the standards of improvement in accordance with Step 2 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a final written warning detailing:

- The issues of concern;
- The standards of improvement required;
- That it is a final written warning and that failure to meet the standards of improvement stated therein will lead to dismissal

The relevant Employee being counselled will be requested to sign a copy of the written warnings referred to in Step 2 and Step 3 of this clause.

Revocation of Warning

If an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of 3 months, then the Employee may be terminated

If the Employee fails to meet agreed standards of improvement in accordance with Step 3 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will have the opportunity to respond to the allegations. If appropriate the Company may then issue a written notice of dismissal in accordance with this Award detailing the reasons for the dismissal

Serious and Wilful Misconduct

In the case of serious and wilful misconduct (e.g. theft, assault), the following procedure will be followed:

The Company shall have a discussion with the Employee in which it will advise him/her of the alleged serious and wilful misconduct. The Employee shall be entitled to have a Union delegate/Organiser in attendance and will have the opportunity to respond to the allegation. If appropriate the Company may then issue a written notice of dismissal detailing the reasons for the dismissal.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G**Authority to obtain details of work rights from DIMIA**

EMPLOYEE DETAILS	EMPLOYER/LABOUR SUPPLIER DETAILS
As specified in passport or other identity document)	Business Name:
Family Name:	Business Street Address
Given Name(s):	Type of Business
Other Name(s) used (e.g. maiden name):	Name of Contact Person:
Date of Birth: ____ / ____ / ____	Telephone:
Nationality: _____	Fax:
Passport Number: _____	
Visa Number: _____	
Visa Expiry Date: ____ / ____ / ____	Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct
I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the	

named employer/labour supplier.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer/labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature:

Date: ____ / ____ / ____

THE COMPLETED FORM SHOULD BE
FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR
RECORDS, THE EMPLOYEE'S WORK
RIGHTS STATUS WILL BE FAXED TO YOU
WITHIN ONE WORKING DAY.

J. P. MURPHY, Commissioner

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(1293)

SERIAL C4607

MIRROR AND TELEGRAPH PUBLICATIONS CLERICAL (STATE) AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 3470 of 2005)

Before Commissioner Murphy

5 October 2005

VARIATION

1. Delete clause 5, Rates of Pay - Permanent Employees, of the award published 6 October 2000 (319 I.G. 173), and insert in lieu thereof the following:

5. Rates of Pay - Permanent Employees

- (i) Adult Rates

Grade	Pre SWC 2005 \$	SWC 2005 \$	2 August 2005 Weekly Rate \$
Grade 1	583.50	17.00	600.50
Grade 2	620.30	17.00	637.30
Grade 3	675.90	17.00	692.90
Grade 4	702.70	17.00	719.70
Grade 5	756.10	17.00	773.10

- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
- (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclauses (i) and (ii) of clause 10, Night and Afternoon Work, and insert in lieu thereof the following:
- (i) Employees required to work at night shall, in addition to their ordinary rates of pay be paid \$97.85 per week or \$19.60 per shift. For the purposes of this clause "Night Work" shall mean any shift more than one-half of which is performed between the hours of 6.00 pm and 6.00 am daily.
 - (ii) Employees required to commence work prior to 8.00 am shall be paid \$49.40 per week or \$9.95 per shift and employees required to cease work after 6.00 pm shall be paid \$84.50 per week or \$16.85 per shift in addition to their ordinary rates of pay. This subclause shall not apply to employees entitled to payments pursuant to subclause (i) of this clause.
3. Delete subclause (i) of clause 15, Meal Allowance, and insert in lieu thereof the following:
- (i) An employee required to work one hour overtime or longer shall be paid \$11.55 meal money in addition to overtime pay; provided that where overtime worked continues for more than 4 hours, an employee shall receive a further meal allowance of \$11.55.

4. Delete subclause (iii) and (iv) of clause 16, Travelling Expenses, and insert in lieu thereof the following:

(iii) Any employee required to provide a motor car shall be paid extra per week:

	Per week \$
For a vehicle 1500cc and under	83.35
For a vehicle over 1500cc	103.05

(iv) Where an employee is required to use his or her motor car by his or her employer on a casual or incidental basis, he or she shall be paid an amount of 56 cents per kilometre travelled, during such use. This payment will only apply when 16(iii) is not paid.

5. This variation shall take effect from the first full pay period to commence on or after 2 August 2005.

J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

TEACHERS (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 11 Catholic Personal/Carer's Leave, of the award published 18 March 2005 (349 I.G. 395) and insert in lieu thereof the following:

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The teacher shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the teacher being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 21 should be followed.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably

withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.

- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

11.5 Entitlement for casual teachers

- (a) Subject to the requirements in paragraph 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 11.1 (c) (ii) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

2. Insert after subclause 12.4 of clause 12, Parental Leave the following new subclauses:

12.5 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the *Industrial Relations Act 1996 (NSW)*) because:

- (a) the teacher or teacher's spouse is pregnant; or

- (b) the teacher is or has been immediately absent on parental leave.

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

12.6 Right to request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
- (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the teacher in reconciling work and parental responsibilities.

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

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this paragraph must be recorded in writing.

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

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

12.7 Communication during parental leave

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

3. Insert after paragraph (f) of subclause 15.1 Bereavement Leave, of clause 15 Other Leave, the following new paragraph:
- (g) Bereavement Entitlement for casual teachers
- (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (ii) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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TEACHERS (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 11 Catholic Personal/Carer's Leave of the award published 17 December 2004 (347 I.G. 750) and replace with the following:

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The teacher shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the teacher being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 21 should be followed.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably

withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.

- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

11.5 Entitlement for casual teachers

- (a) Subject to the requirements in paragraph 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 11.1 (c) (ii) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

2. Insert after subclause 12.4 of clause 12, Parental Leave the following new subclauses:

12.5 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the *Industrial Relations Act 1996 (NSW)*) because:

- (a) the teacher or teacher's spouse is pregnant; or

- (b) the teacher is or has been immediately absent on parental leave.

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

12.6 Right to request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
- (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the teacher in reconciling work and parental responsibilities.

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

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this paragraph must be recorded in writing.

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

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

12.7 Communication during parental leave

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

3. Insert after paragraph (f) of subclause 15.1 Bereavement Leave, of clause 15 Other Leave, the following new paragraph:
- (g) Bereavement Entitlement for casual teachers
- (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (ii) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

TEACHERS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 11 Catholic Personal/Carer's Leave, of the award published 18 March 2005 (349 I.G. 355) and insert in lieu thereof the following:

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The teacher shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the teacher being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 21 should be followed.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably

withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.

- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

11.5 Entitlement for casual teachers

- (a) Subject to the requirements in paragraph 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 11.1 (c) (ii) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

2. Insert after subclause 12.4 of clause 12, Parental Leave the following new subclauses:

12.5 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the teacher or teacher's spouse is pregnant; or

- (b) the teacher is or has been immediately absent on parental leave.

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

12.6 Right to request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
- (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the teacher in reconciling work and parental responsibilities.

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

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this paragraph must be recorded in writing.

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

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

12.7 Communication during parental leave

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

3. Insert after paragraph (f) of subclause 15.1 Bereavement Leave, of clause 15 Other Leave, the following new paragraph:
- (g) Bereavement Entitlement for casual teachers
- (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (ii) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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**SCHOOL SUPPORT STAFF (ARCHDIOCESE OF SYDNEY,
DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE)
AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 18 Catholic Personal/Carer's Leave of the award published 17 February 2006 (357 I.G. 78) and insert in lieu thereof the following:

18. Catholic Personal/Carer's Leave

- (i) Use of Sick Leave to Provide Care and Support for a Family Member
- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 17 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) 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 employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (c) 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 family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 29, Disputes Avoidance and Grievance Procedure should be followed.

(ii) Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18 (i)(c)(2).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18 (i)(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18 (i)(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18(ii)(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

(iii) Notification of Intention to Take Leave

In relation to sub-clauses 18 (i) and 18 (ii), wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(iv) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18 (i)(c)(2) or paragraph 18 (ii)(c) who is ill or who requires care due to an unexpected emergency.

(v) Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(vi) Entitlement for casual employees

- (a) Subject to the requirements in subclause (iii) of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 18 (i)(c) (2) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

2. Insert after subclause (iii) of clause 19, Parental Leave the following new subclauses (iv), (v) and (vi):

(iv) Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

(v) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this paragraph must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

(vi) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).
3. Insert after subclause (vii) of clause 22, Bereavement Leave the following new subclause:
- (viii) Casual Employees
- Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 18 (i) (c)(2) and 18 (ii) of Clause 18 Catholic Personal/Carer's Leave.
- The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

SCHOOL SUPPORT STAFF (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 18 Catholic Personal/Carer's Leave of the award published 17 February 2006 (357 I.G. 112) and insert in lieu thereof the following:

18. Catholic Personal/Carer's Leave

- (i) Use of Sick Leave to Provide Care and Support for a Family Member
 - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 17 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) 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 employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (c) 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 family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

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

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 29, Disputes Avoidance and Grievance Procedure should be followed.

(ii) Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18 (i)(c)(2).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18 (i)(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18 (i)(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18(ii)(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

(iii) Notification of Intention to Take Leave

In relation to sub-clauses 18 (i) and 18 (ii), wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(iv) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18 (i)(c)(2) or paragraph 18 (ii)(c) who is ill or who requires care due to an unexpected emergency.

(v) Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(vi) Entitlement for casual employees

- (a) Subject to the requirements in subclause (iii) of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 18 (i)(c) (2) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

2. Insert after subclause (iii) of clause 19, Parental Leave the following new subclauses (iv), (v) and (vi):

(iv) Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

(v) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this paragraph must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

(vi) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).
3. Insert after subclause (vii) of clause 22, Bereavement Leave the following new subclause:
- (viii) Casual Employees
- Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 18 (i) (c)(2) and 18 (ii) of Clause 18 Catholic Personal/Carer's Leave.
- The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

SCHOOL SUPPORT STAFF (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 18 Catholic Personal/Carer's Leave of the award published 13 January 2006 (356 I.G. 196) and insert in lieu thereof the following:

18. Catholic Personal/Carer's Leave

18.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 17 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) 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 employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) 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 family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 28, Disputes Avoidance and Grievance Procedure should be followed.

18.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18 (i)(c)(2).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18 (i)(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18 (i)(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18(ii)(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

18.3 Notification of Intention to Take Leave

In relation to sub-clauses 18.1 and 18.2, wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

18.4 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18 .1 or paragraph 18 2(c) who is ill or who requires care due to an unexpected emergency.

18.5 Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

18.6 Time Off in Lieu of Payment for Overtime

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

- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the award.

18.7 Make-Up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off."

18.8 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18.9 Entitlement for casual employees

- (a) Subject to the requirements in subclause (iii) of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 18.1 (c) (2) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

2. Insert after subclause 19.3 of clause 19, Parental Leave- Schedule A Schools the following new subclauses 19.4, 19.5 and 19.6:

19.4 Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

19.5 Right to request

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

to assist the employee in reconciling work and parental responsibilities.

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

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this paragraph must be recorded in writing.

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

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19.6 Communication during parental leave

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

3. Insert after subclause (c) of clause 20, Parental Leave- Schedule B Schools the following new subclauses (d), (e) and (f):

(d) Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) 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.

(e) Right to request

- (i) An employee entitled to parental leave may request the employer to allow the employee:

- (A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (C) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

- (iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (i) (B) and (C) of this paragraph must be recorded in writing.

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

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

(f) Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (i).
4. Insert after subclause (vii) of clause 22 - Bereavement Leave, the following new subclause:
- (viii) **Casual Employees**
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the employee could have utilised Catholic Personal/Carer's Leave in subclause 18.9, provided that for the purpose of this bereavement entitlement, the casual employee need not have been responsible for the care of the person concerned. A casual employee must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
5. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

MAINTENANCE AND OUTDOOR STAFF (CATHOLIC SCHOOLS) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 18 Catholic Personal/Carer's Leave of the award published 17 February 2006 (357 I.G. 1) and insert in lieu thereof the following:

18. Catholic Personal/Carer's Leave

18.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 17 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) 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 employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) 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 family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 29, Disputes Avoidance and Grievance Procedure should be followed.

18.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18 (i)(c)(2).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18 (i)(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18 (i)(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18(ii)(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

18.3 Notification of Intention to Take Leave

In relation to sub-clauses 18.1 and 18.2, wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

18.4 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18 .1 or paragraph 18 2(c) who is ill or who requires care due to an unexpected emergency.

18.5 Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

18.6 Time Off in Lieu of Payment for Overtime

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

- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the award.

18.7 Make-Up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off."

18.8 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18.9 Entitlement for casual employees

- (a) Subject to the requirements in subclause (iii) of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 18.1 (c) (2) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

2. Insert after subclause 19.3 of clause 19, Parental Leave - Catholic Diocesan Employers the following new subclauses 19.4, 19.5 and 19.6:

19.4 Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

19.5 Right to request

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

to assist the employee in reconciling work and parental responsibilities.

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

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this subclause must be recorded in writing.

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

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19.6 Communication during parental leave

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

3. Insert after subclause 19A.3, of clause 19A, Parental Leave Schedule A Schools the following new subclauses 19A.4, 19A.5 and 19A.6:

19A.4 Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

19A.5 Right to Request

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

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this subclause must be recorded in writing.

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

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19A.6 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

4. Insert after subclause 19B.(c) of clause 19B, Parental Leave Schedule B Schools the following new subclauses (d), (e) and (f):

19B(d) Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) 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.

19B(e) Right to request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
 - (A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (C) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (i) (B) and (C) of this subclause must be recorded in writing.

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

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19B(f) Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (i).
5. Insert after subclause (iv) of clause 22 Bereavement Leave, the following new clause:
- (v) **Casual Employees**
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia in relation to whom the employee could have utilised Catholic Personal/Carer's Leave in subclause 18.9, provided that for the purpose of this bereavement entitlement, the casual employee need not have been responsible for the care of the person concerned. A casual employee must notify their employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
6. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

PRINCIPALS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 8 Catholic Personal/Carer's Leave of the award published 18 March 2005 (349 I.G. 444) and insert in lieu thereof the following:

8. Catholic Personal/Carer's Leave

8.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A principal other than a casual principal, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 11 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The principal shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the principal.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the principal being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and principal shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and principals requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 17 should be followed.

8.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) A principal, other than a casual principal, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 8.1(c)(ii).
- (c) Where a principal, other than a casual principal, is not entitled to utilise sick leave credits pursuant to paragraph 8.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 8.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 8.2(b) is non-cumulative.
- (e) If required, a principal shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

8.3 Notification of Intention to Take Leave

In relation to sub-clauses 8.1 and 8.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.4 Unpaid Leave for Family Purpose

A principal may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 8.1(c)(ii) or paragraph 8.2(c) who is ill or who requires care due to an unexpected emergency.

8.5 Entitlement for casual principals

- (a) Subject to the requirements in paragraph 8.3, casual principals are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 8.1 (c) (ii) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual principal are otherwise not affected.

2. Insert after subclause 9.4 of clause 9, Parental Leave the following new subclauses 9.5, 9.6 and 9.7:

9.5 Casual Principals

An employer must not fail to re-engage a regular casual principal (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the principal or principal's spouse is pregnant; or
- (b) the principal is or has been immediately absent on parental leave.

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

9.6 Right to request

- (a) A principal entitled to parental leave may request the employer to allow the principal:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the principal in reconciling work and parental responsibilities.

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

- (c) Principal's request and the employer's decision to be in writing

The principal's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this paragraph must be recorded in writing.

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

Where a principal wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

9.7 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave; and
 - (ii) provide an opportunity for the principal to discuss any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave.

- (b) The principal shall take reasonable steps to inform the employer about any significant matter that will affect the principal's decision regarding the duration of parental leave to be taken, whether the principal intends to return to work and whether the principal intends to request to return to work on a part-time basis.
 - (c) The principal shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).
3. Insert after paragraph (f) subclause 11.1 Bereavement Leave, of clause 11, Other Leave the following new paragraph (g).
- (g) Bereavement entitlement for Casual Principals
 - (i) Casual principals are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the principal could have utilised Catholic Personal/Carer's Leave in subclause 8.5, provided for that for the purpose of bereavement entitlement, the casual principal need not have been responsible for the care of the person concerned. A casual principal must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual principal are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

PRINCIPALS (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete clause 8 Catholic Personal/Carer's Leave of the award published 18 March 2005 (349 I.G. 395) and insert in lieu thereof the following:

8. Catholic Personal/Carer's Leave

8.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A principal other than a casual principal, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 11 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The principal shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the principal.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the principal being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and principal shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and principals requirements.

Where the parties are unable to reach agreement

8.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably

withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.

- (b) A principal, other than a casual principal, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 8.1(c)(ii).
- (c) Where a principal, other than a casual principal, is not entitled to utilise sick leave credits pursuant to paragraph 8.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 8.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 8.2(b) is non-cumulative.
- (e) If required, a principal shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

8.3 Notification of Intention to Take Leave

In relation to sub-clauses 8.1 and 8.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.4 Unpaid Leave for Family Purpose

A principal may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 8.1(c)(ii) or paragraph 8.2(c) who is ill or who requires care due to an unexpected emergency.

8.5 Entitlement for casual principals

- (a) Subject to the requirements in paragraph 8.3, casual principals are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 8.1 (c) (ii) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual principal are otherwise not affected.

2. Insert after subclause 9.4 of clause 9, Parental Leave the following new subclauses 9.5, 9.6 and 9.7:

9.5 Casual Principals

An employer must not fail to re-engage a regular casual principal (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the principal or principal's spouse is pregnant; or

- (b) the principal is or has been immediately absent on parental leave.

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

9.6 Right to request

- (a) A principal entitled to parental leave may request the employer to allow the principal:
- (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the principal in reconciling work and parental responsibilities.

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

The principal's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this paragraph must be recorded in writing.

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

Where a principal wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

9.7 Communication during parental leave

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

3. Insert after paragraph (f) subclause 11.1 Bereavement Leave, of clause 11, Other Leave the following new paragraph (g).
- (g) Bereavement entitlement for Casual Principals
- (i) Casual principals are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the principal could have utilised Catholic Personal/Carer's Leave in subclause 8.5, provided for that for the purpose of bereavement entitlement, the casual principal need not have been responsible for the care of the person concerned. A casual principal must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (ii) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual principal are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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SERIAL C4850

**ADVISERS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF
BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete existing clause 9 Catholic Personal/Carer's Leave of the award published 4 March 2005 (348 I.G. 997) and insert in lieu thereof the following:

9. Catholic Personal/Carer's Leave**9.1 Use of Sick Leave to Provide Care and Support for a Family Member**

- (a) An adviser other than a casual adviser, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the adviser's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 11 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The adviser shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the adviser.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the adviser being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the adviser or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and principal shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and principals requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 19 should be followed.

9.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) A adviser, other than a casual adviser, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the adviser's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 9.1(c)(ii).
- (c) Where a adviser, other than a casual adviser, is not entitled to utilise sick leave credits pursuant to paragraph 9.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the adviser is responsible for the care or support of a person not referred to in subparagraph 9.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 9.2(b) is non-cumulative.
- (e) If required, a adviser shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

9.3 Notification of Intention to Take Leave

In relation to sub-clauses 9.1 and 9.2, wherever practicable, an adviser shall give the employer notice prior to the absence of the intention to take leave. The adviser shall also provide the name of the person requiring care, that person's relationship to the adviser, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the adviser to give prior notice of absence, the adviser shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

9.4 Unpaid Leave for Family Purpose

An adviser may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 9.1(c)(ii) or paragraph 9.2(c) who is ill or who requires care due to an unexpected emergency.

9.5 Entitlement for casual advisers

- (a) Subject to the requirements in paragraph 9.3, casual advisers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 9.1 (c) (ii) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the adviser shall agree on the period for which the adviser will be entitled to not be available to attend work. In the absence of agreement, the adviser is entitled to not be available to attend work for up to 49 hours (i.e. two days) per occasion. The casual adviser is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual adviser because the adviser accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual adviser are otherwise not affected.

- 2. Insert after subclause 10.4 of clause 10, Parental Leave the following new subclauses 10.5, 10.6 and 10.7:

10.5 Casual Advisers

An employer must not fail to re-engage a regular casual adviser (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the adviser or adviser's spouse is pregnant; or
- (b) the adviser is or has been immediately absent on parental leave.

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

10.6 Right to request

- (a) An adviser entitled to parental leave may request the employer to allow the adviser:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the adviser in reconciling work and parental responsibilities.

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

The adviser's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this paragraph must be recorded in writing.

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

Where an adviser wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

10.7 Communication during parental leave

- (a) Where an adviser is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the adviser held before commencing parental leave; and
 - (ii) provide an opportunity for the adviser to discuss any significant effect the change will have on the status or responsibility level of the position the adviser held before commencing parental leave.
- (b) The adviser shall take reasonable steps to inform the employer about any significant matter that will affect the adviser's decision regarding the duration of parental leave to be taken, whether the

- adviser intends to return to work and whether the adviser intends to request to return to work on a part-time basis.
- (c) The adviser shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).
3. Insert after paragraph (f) of subclause 13.1 Bereavement Leave of clause 13 Other Leave the following new subclause:
- (g) Bereavement entitlement for Casual Advisers
- (i) Casual advisers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in relation to whom the principal could have utilised Catholic Personal/Carer's Leave in subclause 9.5 provided that for the purpose of this bereavement entitlement, the casual adviser need not have been responsible for the care of the person concerned. A casual adviser must notify their employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (ii) The employer and the adviser shall agree on the period for which the adviser will be entitled to not be available to attend work. In the absence of agreement, the adviser is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual adviser is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual adviser because the adviser accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual adviser are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

ADVISERS (DIOCESE OF MAITLAND-NEWCASTLE) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 33 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete existing clause 9 Catholic Personal/Carer's Leave of the award published 4 March 2005 (348 I.G. 967) and insert in lieu thereof the following:

9. Catholic Personal/Carer's Leave

9.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An adviser other than a casual adviser, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the adviser's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 11 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The adviser shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the adviser.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the adviser being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the adviser or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and principal shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and principals requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 19 should be followed.

9.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably

withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.

- (b) A adviser, other than a casual adviser, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the adviser's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 9.1(c)(ii).
- (c) Where a adviser, other than a casual adviser, is not entitled to utilise sick leave credits pursuant to paragraph 9.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the adviser is responsible for the care or support of a person not referred to in subparagraph 9.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 9.2(b) is non-cumulative.
- (e) If required, a adviser shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

9.3 Notification of Intention to Take Leave

In relation to sub-clauses 9.1 and 9.2, wherever practicable, an adviser shall give the employer notice prior to the absence of the intention to take leave. The adviser shall also provide the name of the person requiring care, that person's relationship to the adviser, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the adviser to give prior notice of absence, the adviser shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

9.4 Unpaid Leave for Family Purpose

An adviser may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 9.1(c)(ii) or paragraph 9.2(c) who is ill or who requires care due to an unexpected emergency.

9.5 Entitlement for casual advisers

- (a) Subject to the requirements in paragraph 9.3, casual advisers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 9.1 (c) (ii) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the adviser shall agree on the period for which the adviser will be entitled to not be available to attend work. In the absence of agreement, the adviser is entitled to not be available to attend work for up to 49 hours (i.e. two days) per occasion. The casual adviser is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual adviser because the adviser accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual adviser are otherwise not affected.

2. Insert after subclause 10.4 of clause 10, Parental Leave the following new subclauses 10.5, 10.6 and 10.7:

10.5 Casual Advisers

An employer must not fail to re-engage a regular casual adviser (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the adviser or adviser's spouse is pregnant; or

- (b) the adviser is or has been immediately absent on parental leave.

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

10.6 Right to request

- (a) An adviser entitled to parental leave may request the employer to allow the adviser:
- (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the adviser in reconciling work and parental responsibilities.

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

The adviser's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this paragraph must be recorded in writing.

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

Where an adviser wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

10.7 Communication during parental leave

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

3. Insert after paragraph (f) of subclause 13.1 Bereavement Leave of clause 13 Other Leave the following new subclause:
- (g) Bereavement entitlement for Casual Advisers
- (i) Casual advisers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in relation to whom the principal could have utilised Catholic Personal/Carer's Leave in subclause 9.5 provided that for the purpose of this bereavement entitlement, the casual adviser need not have been responsible for the care of the person concerned. A casual adviser must notify their employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (ii) The employer and the adviser shall agree on the period for which the adviser will be entitled to not be available to attend work. In the absence of agreement, the adviser is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual adviser is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual adviser because the adviser accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual adviser are otherwise not affected.
4. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TEACHERS IN TAFE AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 328 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after paragraph 35.17.2 of subclause 35.17 Agreed Leave, of clause 35 Working Conditions - Part Time Casual Teachers, Coordinators and Counsellors, of the award published 11 August 2006 (360 I.G. 500) the following new paragraphs:

35.17.3 Bereavement Leave

- (i) Subject to the evidentiary and notice requirements in 31.7.1 (ii) and 31.7.1 (iv) part time casual teachers, coordinators and counsellors are entitled to not be available to attend work, or to leave work on the death in Australia of a person prescribed in subclause 31.7.1 (iii) (b) of clause 31.7 Personal/Carer's Leave.
- (ii) The employer and the part time casual teacher, coordinator or counsellor 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 part time casual teacher, coordinator or counsellor is not entitled to any payment for the period of non attendance.
- (iii) The employer must not fail to re-engage a part time casual teacher, coordinator or counsellor because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a part time casual teacher, coordinator and counsellor are otherwise not affected.

35.17.4 Personal//Carer's Leave

- (i) Subject to the evidentiary and notice requirements in 31.7.1 (ii) and 31.7.1 (iv) part time casual teachers, coordinators and counsellors are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 31.7.1 (iii) (b) of clause 31.7 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the part time casual teacher, coordinator or counsellor 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 part time casual teacher, coordinator or counsellor is not entitled to any payment for the period of non attendance.
- (iii) The employer must not fail to re-engage a part time casual teacher, coordinator or counsellor because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a part time casual teacher, coordinator and counsellor are otherwise not affected.

2. This variation shall take effect from 19 December 2005, notwithstanding that they otherwise operate from 1 January 2006.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES WAGES EMPLOYEES' AWARD, 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 318 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after Schedule B - Changes Made on Review of Award in the Arrangement of the award published 18 March 2005 (349 I.G. 265), the following:

Schedule C - Parental Leave Entitlements
Schedule D - Additional Entitlements for Casuals

2. Delete clause 12, Leave Conditions and Entitlements, and insert in lieu thereof the following:

Clause 12. Leave Conditions and Entitlements

- 12.1 All employees shall be entitled to leave in accordance with the Public Sector Employment and Management Act 2002, the Public Sector Employment and Management (General) Regulation, 1996 and the New South Wales Public Service Personnel Handbook.
 - 12.2 In addition to 12.1, employees shall be entitled to additional parental leave entitlements in accordance with Schedule C of this Award.
 - 12.3 Casual employees shall also receive unpaid Personal Carers' Entitlement and Bereavement entitlement in accordance with Schedule D.
3. Insert after Schedule B - Changes made on Review of Award, the following new Schedules:

SCHEDULE C - PARENTAL LEAVE ENTITLEMENTS

- (1) Refer to the *Industrial Relations Act 1996* (NSW) The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

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

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

(4) Communication during parental leave

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

SCHEDULE D - ADDITIONAL ENTITLEMENTS FOR CASUALS

- (i) Personal Carers entitlement for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in Clause 13.1 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 below in (d), and the notice requirements set out in (e).
 - (b) 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.

- (c) 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.
- (d) 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.

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(ii) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The 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.
- (c) 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.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

4. This variation shall take effect from the 19 December 2005.

F. L. WRIGHT J , *President*

CROWN EMPLOYEES (COURT OFFICERS ATTORNEY GENERAL'S DEPARTMENT) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 359 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert at the end of clause 1, Arrangement of the award published 10 June 2005 (351 I.G. 687), the following:

Appendix A

2. Insert after subclause (iii), of clause 4, Salaries, the following new subclause:
 - (iv) Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2005
 - (a) Unpaid parental leave in accordance with Clause 11A (iv) (d);
 - (b) Personal Carer's entitlement in accordance with Clause 11A (v);
 - (c) Bereavement entitlement in accordance with Clause 11A (vi).

This entitlement is also set out at Appendix A of this Award.

3. Insert after clause 15, Area, Incidence and Duration, the following new Appendix:

APPENDIX A

- (i) 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:
 - (A) the employee or employee's spouse is pregnant; or
 - (B) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (ii) Personal Carers entitlement for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is

subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).

- (b) The 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.
- (c) The 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.
- (d) 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.

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

- (iv) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (b) The 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.

- (c) The Clerks must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
4. This variation shall take effect from the 19 December 2005.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (POLICE OFFICERS - 2005) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police Service.

(No. IRC 358 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement, of the award published 7 October 2005 (354 I.G. 175), the following new clause numbers and subject matter:

24A. Right to Request Additional Maternity, Parental or Adoption Leave

24B. Communication During Maternity, Parental or Adoption Leave

2. Insert after the words "to provide such care and support when a family member is ill" in subclause (i) of clause 21, Sick Leave to Care for a Family Member, the following:

, or who require care due to an unexpected emergency. Such leave may be taken for part of a single shift.

3. Delete paragraph (i) (b), of the said clause 21, and insert in lieu thereof the following:

(b) The officer shall, if required,

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

(2) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

4. Insert at the end of paragraph (i) (a), of clause 23, Parental Leave the following:

See also paragraph (a) of subclause (i) of clause 24a Right to Request Additional Maternity, Parental or Adoption Leave.

5. Insert at the end of paragraph (i) (b), of said clause 23, the following:

Further Parental Leave may be granted in terms outlined under paragraph (b) of subclause (i) of clause 24A Right to Request Additional Maternity, Parental or Adoption Leave.

6. Insert after paragraph (iii) (c), of the said clause 23, the following new paragraph:

(d) Extended Parental Leave may then continue under the terms outlined in paragraph (c) of subclause (i) of clause 24A Right to Request Additional Maternity, Parental or Adoption Leave.

7. Insert after paragraph (ii) (c), of clause 24, Adoption Leave, the following new paragraph:
- (d) Adoption Leave may then continue under the terms outlined in paragraphs (b) and (c) of subclause (i) of clause 24a Right to Request Additional Maternity, Parental or Adoption Leave.
8. Insert after clause 24 Adoption Leave, the following new clauses:

24A. Right to Request Additional Maternity, Parental Or Adoption Leave

- (i) An officer who has been granted maternity, parental, or adoption leave in accordance with clauses 22, 23 and 24 of this Award may make a request to the Commissioner to:
- (a) extend a period of short term parental leave as provided for in subclause (i) of clause 23 of this Award to an unbroken period of 8 weeks;
- (b) extend the period of unpaid maternity, parental, or adoption leave for a further continuous period of leave not exceeding 12 months;
- (c) return from a period of full time maternity, parental or adoption leave on a part time basis until the child reaches school age;

to assist the officer in reconciling work and parental responsibilities.

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

24B. Communication During Maternity, Parental Or Adoption Leave

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

8. This variation shall take effect on and from 19 December 2005.

F. L. WRIGHT J , *President*

SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Zoological Parks Board of New South Wales.

(No. IRC 815 of 2006)

Before Mr Deputy President Sams

3 March 2006

VARIATION

1. Insert at the end of subclause 4.1 of clause 4, To Whom the Award Applies, of the award published 6 May 2005 (350 I.G. 827), and insert in lieu thereof the following:

"and Excepting employees covered by the Zoological Parks Board of New South Wales Employees' Award"
2. This variation shall take effect from 3 March 2006.

P. J. SAMS *D.P.*

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COMMUNITY COLLEGES TUTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2803 of 2006)

Before The Honourable Justice Schmidt

15 August 2006

VARIATION

1. Delete clauses 9 Parental Leave, 10, Bereavement Leave, and clause 11, Personal/Carer's Leave of the award published 18 June 2004 (344 I.G. 955) and insert in lieu thereof the following:

9. Parental Leave

- 9.1 Refer to the *Industrial Relations Act* 1996 (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW)
- 9.2 An employer must not fail to re-engage a regular casual tutor (see section 53(2) of the Act) because:
- (a) the tutor or tutor's spouse is pregnant; or
 - (b) the tutor is or has been immediately absent on parental leave.

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

9.3 Right to request

9.3.1 A tutor entitled to parental leave may request the employer to allow the tutor:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the tutor in reconciling work and parental responsibilities.

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

9.3.3 Tutor's request and the employer's decision to be in writing

The tutor's request and the employer's decision made under 9.3.1(ii) and 9.3.1(iii) must be recorded in writing.

9.3.4 Request to return to work part-time

Where an tutor wishes to make a request under 9.3.1(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the tutor is due to return to work from parental leave.

9.4 Communication during parental leave

9.4.1 Where an tutor is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the tutor held before commencing parental leave; and
- (ii) provide an opportunity for the tutor to discuss any significant effect the change will have on the status or responsibility level of the position the tutor held before commencing parental leave.

9.4.2 The tutor shall take reasonable steps to inform the employer about any significant matter that will affect the tutor's decision regarding the duration of parental leave to be taken, whether the tutor intends to return to work and whether the tutor intends to request to return to work on a part-time basis.

9.4.3 The tutor shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 9.4.1.

10. Bereavement Leave

10.1 A tutor, other than a casual/sessional tutor, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death within Australia of a person prescribed in subclause 10.3 occurs, provided that, if such a person dies outside Australia, the tutor shall be entitled to leave of one day without loss of ordinary pay.

10.2 The tutor must notify the ACE Provider as soon as practicable of the intention to take bereavement leave and will, if required by the ACE Provider, provide to the satisfaction of the ACE Provider proof of death.

10.3 Bereavement leave shall be available to the tutor in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause (ii) of clause 11.1.3 of Clause 11 - Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the tutor need not have been responsible for the care of the person concerned.

10.4 A tutor shall not be entitled to bereavement leave under this clause during any period in respect of which the tutor has been granted other leave.

10.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 11.2, 11.3, 11.4 and 11.5 of the said Clause 11. In determining such a request the ACE Provider will give consideration to the circumstances of the tutor and the reasonable operational requirements of the business.

10.6 Bereavement entitlements for casual tutors

10.6.1 Subject to the evidentiary and notice requirements in 10.2 casual tutors are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (ii) of Clause 11.1.3 Personal/Carer's Leave

10.6.2 The employer and the tutor shall agree on the period for which the tutor will be entitled to not be available to attend work. In the absence of agreement, the tutor is entitled to not be available to

attend work for up to 48 hours (i.e. two days) per occasion. The casual tutor is not entitled to any payment for the period of non-attendance

10.6.3 An employer must not fail to re-engage a casual tutor because the tutor accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual tutor are otherwise not affected.

11. Personal/Carer's Leave

11.1 Use of Sick Leave

11.1.1 A tutor, other than a casual tutor, with responsibilities in relation to a class of person set out in paragraph (ii) of subclause 11.1.3 who needs the tutor's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 8 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

11.1.2 The tutor 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 tutor.

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

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

- (i) the tutor being responsible for the care and support of the person concerned: and
- (ii) the person concerned being:
 - (a) a spouse of the tutor; 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), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the tutor or spouse or de facto spouse of the tutor; or
 - (d) a same sex partner who lives with the tutor as the de facto partner of that tutor on a bona fide domestic basis; or
 - (e) a relative of the tutor who is a member of the same household, where for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (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.

11.1.4 A tutor shall, wherever practicable, give the ACE Provider notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the tutor, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the tutor to give prior notice of absence, the tutor shall notify the ACE Provider by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and tutor shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and tutor's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 7 should be followed.

11.2 Unpaid Leave for Family Purpose

An tutor may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in paragraph (ii) of subclause 11.1.3 above who is ill or who requires care due to an unexpected emergency.

11.3 Annual Leave

11.3.1 An tutor may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

11.3.2 Access to annual leave, as prescribed in paragraph 11.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

11.3.3 A tutor and ACE Provider 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.

11.3.4 An tutor may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

11.4 Time Off in Lieu of Payment for Overtime

See Clause 5, Overtime.

11.5 Make-up Time

A tutor may elect, with the consent of the ACE Provider, to work "make-up time", under which the tutor takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

11.6 Personal/Carer's Entitlement for casual tutors

11.6.1 Subject to the evidentiary and notice requirements in 11.1.2 and 11.1.4 casual tutors are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (ii) of subclause 11.1.3 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

- 11.6.3 An employer must not fail to re-engage a casual tutor because the tutor accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual tutor are otherwise not affected.
2. This variation shall take effect on and from 24 July 2006.

M. SCHMIDT *J*

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**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Administration Corporation.

(No. IRC 389 of 2006)

Before The Honourable Justice Wright, President

13 February 2006

VARIATION

1. Insert in alphabetical order in clause 1, Index, of the award published 21 June 2002 (334 I.G. 557), the following new clause numbers and subject matter:

- 31A. Family and Community Services Leave and
Personal/Carer's Leave
- 31B. Maternity, Adoption and Parental Leave

2. Delete clause 31, Miscellaneous Leave Conditions, and insert in lieu thereof the following new clauses 31, 31A, and 31B:

31. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with Health Department Circular No. 1732 of 1968, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with Health Department Circular 98/102, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Military Leave in accordance with Health Department Circular No. 1512 of 1965, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iv) Employees shall be granted severance pay in accordance with the Health Department Circular 98/47, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

31A. Family and Community Service Leave and Personal/Carers Leave

- (i) Family and community services (FACS) leave and personal/carer's leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees.
- (iii) Casual employees are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

(i) FACS Leave - General

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

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

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

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

(b) The appropriate Chief Executive or authorised delegate may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

(ii) FACS leave replaces compassionate leave.

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

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

(iv) FACS Leave - entitlement

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

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. The rate

at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 8 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

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

- (vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:

(1) the employee being responsible for the care and support of the person concerned; and

(2) the person concerned being as defined in subclause (i) of Part B of this clause.

- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.

- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

(iii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and

employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 5, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

- (i) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

- (ii) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

31B. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(ii) Portability of Service for Paid Maternity Leave

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new

position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

(a) Full time and part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity

leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

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

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

(xiv) Right to return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

An employee who has taken no more than 12 months full time equivalent maternity leave is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on the second period of maternity leave.

B. Adoption Leave

(i) Eligibility

All full time and part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

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

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

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

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

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

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

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

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

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

(iv) Applications

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

(v) Variation after Commencement of Leave

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

(vi) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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

(iv) Applications

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

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

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

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

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

As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.

- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

E. Communication During Leave

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

F. Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

3. This variation shall take effect on and from 19 December 2005.

F. L. WRIGHT J , *President*

OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4040 published 16 December 2005

(355 I.G. 528)

(No. IRC 7207 of 2004)

ERRATUM

1. Delete instruction 2, and substitute the following:
2. This variation shall take effect on and from 23 September 2005 and remain in force until 30 October 2006, except for the last paragraph appearing in the definition of "Ambulance Operations Centre Officer" which shall remain in force until the award is rescinded.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

**AMBULANCE SERVICE OF NEW SOUTH WALES
ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4870 published 25 August 2006

(360 I.G. 901)

(No. IRC 388 of 2006)

ERRATUM

1. Delete the words "Attachment A" and "Attachment B" wherever appearing in Instructions 1, 2, 3, and 4.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

**AMBULANCE SERVICE OF NEW SOUTH WALES
SUPERINTENDENT/OPERATIONAL MANAGERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4871 published 25 August 2006

(360 I.G. 914)

(No. IRC 392 of 2006)

ERRATUM

1. Delete the words "Attachment A" and "Attachment B" wherever appearing in Instructions 6, and 7.

G. M. GRIMSON *Industrial Registrar.*

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**HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4869 published 25 August 2006

(360 I.G. 888)

(No. IRC 387 of 2006)

ERRATUM

1. Delete the words "Attachment A" and "Attachment B" wherever appearing in the Instructions, and renumber existing Instructions 3, and 4 to read as "4" and "5".

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HOSPITAL SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4868 published 25 August 2006

(360 I.G. 875)

(No. IRC 386 of 2006)

ERRATUM

1. Delete the words "Attachment A" and "Attachment B" wherever appearing in Instructions 1, 2, 3 and 4.

G. M. GRIMSON *Industrial Registrar.*

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**PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF)
CONDITIONS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4866 published 25 August 2006

(360) I.G. 848)

(No. IRC 393 of 2006)

ERRATUM

1. Delete the words "Attachment A" and "Attachment B" wherever appearing in Instructions 1, 2, 3 and 4.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

**PUBLIC HEALTH SYSTEM NURSES' & MIDWIVES' (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4861 published 11 August 2006

(360 I.G. 649)

(No. IRC 380 of 2006)

ERRATUM

1. Delete the words "Attachment A" and "Attachment B" wherever appearing in Instructions 3, and 4.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

CLEANING AND BUILDING SERVICES CONTRACTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C3860 published 24 March 2006

(358 I.G. 502)

(No. IRC 3359 of 2005)

ERRATUM

1. Substitute Tables 1B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, and 8B of Part B, Monetary Rates of the award published 24 March 2006 (358 I.G. 502) with the following new tables:

Table 1B - Wages - Cleaning Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification		Column A Full-time Weekly Rate \$	Column B Part-time Employee Hourly Rate \$	Column C Total Rate Per Hour Casual Employee \$
Cleaners	Night Shift Worker A*	-	18.42	19.96
	Night Shift Worker B	699.20	16.72	18.12
	Broken/Afternoon/Early Morning Shift Worker	621.60	16.72	18.12
	Day Shift Worker A	550.80	16.72	18.12
	Day Shift Worker B#	550.80	17.27	18.70
Building Service	Night Shift Worker A*	-	19.36	20.97
Employee Grade 1	Night Shift Worker B	738.10	17.56	19.03
	Broken/Afternoon/Early Morning Shift Worker	655.90	17.56	19.03
	Day Shift Worker	579.90	17.56	19.03
Building Service	Night Shift Worker A*	-	20.83	22.56
Employee Grade 2	Night Shift Worker B	796.40	18.88	20.45
	Broken/Afternoon/Early Morning Shift Worker	707.60	18.88	20.45
	Day Shift Worker	626.20	18.88	20.45

NOTATION: *The Rate of Pay for Night Shift Worker A shall apply to those part-time/casual employees who as at 12 July 1996 were engaged on night shift.

The Rate of Pay for Day Shift Worker B shall apply to those employees who are engaged pursuant to a contract awarded by the NSW Government State Contract Control Board as defined in subclause (vii) of clause 3, Definitions.

Table 3A - Wages - Event Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification	Column A Total Hourly Rate Casual Employee \$
Rate 1 Monday to Friday	
Event Services Employee Level 1	17.76
Event Services Employee Level 2	18.66
Event Services Employee Level 3	20.05
Rate 2 Saturday, Sunday and Public Holiday	
Event Services Employee Level 1	24.95
Event Services Employee Level 2	26.27
Event Services Employee Level 3	28.36

Table 3B - Wages - Event Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification	Column A Total Hourly Rate Casual Employee \$
Rate 1 Monday to Friday	
Event Services Employee Level 1	18.12
Event Services Employee Level 2	19.03
Event Services Employee Level 3	20.45
Rate 2 Saturday, Sunday and Public Holiday	
Event Services Employee Level 1	25.45
Event Services Employee Level 2	26.80
Event Services Employee Level 3	28.93

Table 4A - Wages - Public Hospital Cleaners

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification		Column A Full-time Employee Weekly Rate \$	Column B Part-time Employee Hourly Rate \$	Column C Total Rate Per Hour Casual Employee \$
Cleaner	Night Shift Worker	710.00	19.28	20.89
	Broken Shift Worker	683.80	18.60	20.16
	Afternoon/Early Morning Shift Worker	631.20	17.26	18.70
	Day Shift Worker	558.70	15.22	16.48
Building Service Employee Grade 1	Night Shift Worker	749.30	19.76	21.40
	Broken Shift Worker	721.30	19.07	20.67
	Afternoon/Early Morning Shift Worker	655.80	17.67	19.13
	Day Shift Worker	589.40	15.58	16.88

Table 4B - Wages - Public Hospital Cleaners

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification		Column A Full-time Employee Weekly Rate \$	Column B Part-time Employee Hourly Rate \$	Column C Total Rate Per Hour Casual Employee \$
Cleaner	Night Shift Worker	733.40	19.67	21.31
	Broken Shift Worker	706.40	18.97	20.56
	Afternoon/Early Morning Shift Worker	652.00	17.61	19.07
	Day Shift Worker	577.10	15.52	16.81
Building Service Employee Grade 1	Night Shift Worker	774.00	20.16	21.83
	Broken Shift Worker	745.10	19.45	21.08
	Afternoon/Early Morning Shift Worker	687.80	18.02	19.51
	Day Shift Worker	608.90	15.89	17.22

Table 5A - Other Rates and Allowances

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Item No.	Clause No.	Brief Description	Amount \$
1	8(i)	Leading Hand in charge 1-5 employees	27.50 per week
		Leading Hand in charge 6-10 employees	33.60 per week
		Leading Hand in charge of 11-15 employees	40.20 per week
		Leading Hand in charge of 16-20 employees	45.50 per week
		Over 20 employees	49.80 per week
		Plus an additional weekly amount for each employee exceeding 20	1.09 per week
		Certificate IV in Asset Maintenance	12.80 per week
2	8(iii)	Qualification Allowance	12.50 per week
3	8(v)	First-aid Allowance	2.21 per day or shift
4	8(vi)	Refuse Disposal, sorting or feeding of incinerators, furnaces, crushers or compactors	4.05 per day or shift
		Cleaning 1 to 10 toilet cubicles and/or urinals	
5	8(vii)	Cleaning more than 10 toilet cubicles and/or urinals	2.77 per day
		Hygiene Maintenance Allowance	3.40 per day
6	8(viii)		
7	8(ix)	For use of scaffolds, bosun's chairs or similar devices	\$2.10 per hour or part thereof
8	8(x)	Excess Fares Allowance	9.71 per week
9	8(xi)	Locomotion Allowance - use of vehicle	0.57 per kilometre
10	8(xii)	Locomotion Allowance - use of bicycle	1.29 per day
11	8(xiv)	Travelling Allowance	0.57 per kilometre
12	8(xv)	Broken Hill - remote area allowance	14.70 per week
13	8(xvi)	Pool/Spa Cleaning	13.40 per week
14	8(xviii)(a)	Infection Allowance - Hospital Cleaners	3.33 per shift or part thereof
15	8(xviii)(b)	Nauseous Linen - Hospital Cleaners	2.83 per shift or part thereof
16	8(xviii)(c)	Laundry Allowance - Hospital Cleaners	3.30 per week
17	10(iii)	Meal Allowance	8.26
18	10(iii)	Meal Allowance	5.66

19	14(c)	Minimum payment for a supported wage	59.50 per week
20	8(ixx)	Fork Lift Driving	32.00 per week
21	8(xx)	Offensive Cleaning	3.40 per day

Table 5B - Other Rates and Allowances

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Item No.	Clause No.	Brief Description	Amount \$
1	8(i)	Leading Hand in charge of 1-5 employees	28.40 per week
		Leading Hand in charge of 6-10 employees	34.70 per week
		Leading Hand in charge of 11-15 employees	41.50 per week
		Leading Hand in charge of 16-20 employees	47.00 per week
		Over 20 employees	51.40 per week
		Plus an additional weekly amount for each employee exceeding 20	1.13 per week
		Certificate IV in Asset Maintenance	13.22 per week
2	8(iii)	Qualification Allowance	12.90 per week
3	8(v)	First-aid Allowance	2.28 per day
4	8(vi)	Refuse Disposal, sorting or feeding of incinerators, furnaces, crushers or compactors	4.18 per day or shift
5	8(vii)	Cleaning 1 to 10 toilet cubicles and/or urinals	2.15 per day
		Cleaning more than 10 toilet cubicles and/or urinals	2.86 per day
6	8(viii)	Hygienic Maintenance Allowance	3.50 per day
7	8(ix)	For use of scaffolds, bosun's chairs or similar devices	2.17 per hour or part thereof
8	8(x)	Excess Fares Allowance	10.03 per week
9	8(xi)	Locomotion Allowance - use of vehicle	0.59 per kilometre
10	8(xii)	Locomotion Allowance - use of bicycle	1.33 per day
11	8(xiv)	Travelling Allowance	0.59 per kilometre
12	8(xv)	Broken Hill - remote area allowance	15.20 per week
13	8(xvi)	Pool/Spa Cleaning	13.80 per week
14	8(xviii)(a)	Infection Allowance - Hospital Cleaners	3.44 per shift or part thereof
15	8(xviii)(b)	Nauseous Linen - Hospital Cleaners	2.92 per shift or part thereof
16	8(xviii)(c)	Laundry Allowance - Hospital Cleaners	3.40 per week
17	10(iii)	Meal Allowance	8.53
18	10(iii)	Meal Allowance	5.85
19	14(c)	Minimum payment for a supported wage	61.50 per week
20	8(ixx)	Fork Lift Driving	33.10 per week
21	8(xx)	Offensive Cleaning	3.50 per day

Table 6A - Saturday and Sunday Ordinary Time Hourly Rates - Cleaning Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday \$	Sunday (A) \$	Sunday** (B) \$	Saturday \$	Sunday (A) \$	Sunday** (B) \$	Saturday \$	Sunday (A) \$	Sunday** (B) \$
Cleaner -									
Night Shift Worker A*				26.13	30.35	36.12	28.30	32.88	39.13
Night Shift Worker B	24.0383	27.9180	35.6263	23.54	27.33	32.78	25.50	29.61	35.51
Broken/Afternoon/Early Morning Shift Worker	21.3544	24.7868	31.6684	23.54	27.33	32.78	25.50	29.61	35.51
Day Shift Worker A	19.1724	22.3412	28.0632	23.54	27.33	32.78	25.50	29.61	35.51
Day Shift Worker B#	19.1724	22.3412	28.0632	24.21	28.13	33.86	27.21	30.47	36.68
Building Service Employee Grade 1 -									
Night Shift Worker A*				27.55	32.02	37.96	29.85	34.68	41.12
Night Shift Worker B	25.3763	29.4790	37.6053	24.80	28.81	34.44	26.87	31.21	37.31
Broken/Afternoon/Early Morning Shift Worker	22.5344	26.1635	33.4158	24.80	28.81	34.44	26.87	31.21	37.31
Day Shift Worker	20.1795	23.5161	29.5474	24.80	28.81	34.44	26.87	31.21	37.31
Building Service Employee Grade 2 -									
Night Shift Worker A*				29.77	34.61	40.84	32.25	37.50	44.24
Night Shift Worker B	27.3995	31.8395	40.5789	26.81	31.15	37.02	29.05	33.74	40.11
Broken/Afternoon/Early Morning Shift Worker	24.3252	28.2629	36.0526	26.81	31.15	37.02	29.05	33.74	40.11
Day Shift Worker	21.7781	25.3811	31.9053	26.81	31.15	37.02	29.05	33.74	40.11

NOTATION:

* The rate of pay for Night Shift Worker A shall apply to those part-time/casual employees who as at 12 July 1996 were engaged on night shift.

The rate of pay for Day Shift Worker B shall apply to those employees who are engaged pursuant to a contract awarded by the NSW Government State Contract Control Board as defined in subclause (vii) of clause 3, Definitions.

** The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

Table 6B - Saturday and Sunday Ordinary Time Hourly Rates - Cleaning Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cleaner -									
Night Shift Worker A*				26.55	30.82	36.84	28.77	33.39	39.91
Night Shift Worker B	24.4437	28.3622	36.8000	23.94	27.77	33.44	25.94	30.08	36.23
Broken/Afternoon/Early Morning Shift Worker	21.7330	25.1997	32.7158	23.94	27.77	33.44	25.94	30.08	36.23
Day Shift Worker A	19.5292	22.7296	28.9895	23.94	27.77	33.44	25.94	30.08	36.23
Day Shift Worker B#	19.5292	22.7296	28.9895	24.62	28.57	34.54	27.64	30.95	37.42
Building Service Employee Grade 1 -									
Night Shift Worker A*				27.99	32.50	38.72	30.32	35.21	41.95
Night Shift Worker B	25.7950	29.9388	38.8474	25.22	29.27	35.12	27.32	31.71	38.05
Broken/Afternoon/Early Morning Shift Worker	22.9248	26.5901	34.5211	25.22	29.27	35.12	27.32	31.71	38.05
Day Shift Worker	20.5463	23.9163	30.5211	25.22	29.27	35.12	27.32	31.71	38.05
Building Service Employee Grade 2 -									
Night Shift Worker A*				30.24	35.12	41.66	32.76	38.05	45.13
Night Shift Worker B	27.8385	32.3229	41.9158	27.25	31.62	37.76	29.52	34.26	40.91
Broken/Afternoon/Early Morning Shift Worker	24.7334	28.7106	37.2421	27.25	31.62	37.76	29.52	34.26	40.91
Day Shift Worker	22.1609	25.7999	32.9579	27.25	31.62	37.76	29.52	34.26	40.91

NOTATION

* The rate of pay for Night Shift Worker A shall apply to those part-time/casual employees who as at 12 July 1996 were engaged on night shift.

The rate of pay for Day Shift Worker B shall apply to those employees who are engaged pursuant to a contract awarded by the NSW Government State Contract Control Board as defined in subclause (vii) of clause 3, Definitions.

** The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

Table 7A - Saturday and Sunday Ordinary Time Hourly Rates - Property Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Property Services Employee Level 1 -									
Night Shift Worker	21.1344	24.5300	31.3474	20.66	24.01	29.10	22.38	26.01	31.53
Broken/Afternoon/Early Morning Shift Worker	18.8076	21.8156	27.9211	20.66	24.01	29.10	22.38	26.01	31.53
Day Shift Worker	16.9148	19.7074	24.7316	20.66	24.01	29.10	22.38	26.01	31.53
Property Services Employee Level 1A -									
Night Shift Worker	21.5559	25.0198	31.9158	21.08	24.37	29.36	22.83	26.40	31.81
Broken/Afternoon/Early Morning Shift Worker	19.1824	22.2509	28.4842	21.08	24.37	29.36	22.83	26.40	31.81
Day Shift Worker	17.2515	20.1003	25.3000	21.08	24.37	29.36	22.83	26.40	31.81
Property Services Employee Level 2 -									
Night Shift Worker	22.2435	25.8241	32.9842	21.80	25.31	30.54	23.62	27.42	33.09
Broken/Afternoon/Early Morning Shift Worker	19.7925	22.9645	29.3737	21.80	25.31	30.54	23.62	27.42	33.09
Day Shift Worker	17.7792	20.7158	26.0105	21.80	25.31	30.54	23.62	27.42	33.09
Property Services Employee Level 2A -									
Night Shift Worker	22.7653	26.3400	33.2789	22.24	25.81	30.80	24.09	27.97	33.37
Broken/Afternoon/Early Morning Shift Worker	20.1871	23.4228	29.6684	22.24	25.81	30.80	24.09	27.97	33.37
Day Shift Worker	18.1335	21.1290	26.3000	22.24	25.81	30.80	24.09	27.97	33.37
Property Services Employee Level 3 -									
Night Shift Worker	24.4580	28.4075	36.2474	23.99	27.84	33.36	25.98	30.16	36.14
Broken/Afternoon/Early Morning Shift Worker	21.7532	25.2522	32.2684	23.99	27.84	33.36	25.98	30.16	36.14

Day Shift Worker	19.4997	22.7229	28.5421	23.99	27.84	33.36	25.98	30.16	36.14
Property Services Employee Level 4 -									
Night Shift Worker	25.6710	29.8230	38.0316	25.14	29.20	34.86	27.23	31.63	37.77
Broken/Afternoon/Early Morning Shift Worker	22.8293	26.5075	33.8474	25.14	29.20	34.86	27.23	31.63	37.77
Day Shift Worker	20.4395	23.8196	29.9316	25.14	29.20	34.86	27.23	31.63	37.77
Property Services Employee Level 5 -									
Night Shift Worker	26.6555	30.9717	39.4842	26.11	30.34	36.10	28.28	32.87	39.11
Broken/Afternoon/Early Morning Shift Worker	23.7018	27.5255	35.1316	26.11	30.34	36.10	28.28	32.87	39.11
Day Shift Worker	21.2035	24.7105	31.0684	26.11	30.34	36.10	28.28	32.87	39.11

NOTATION:

**The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994

Table 7B - Saturday and Sunday Ordinary Time Hourly Rates - Property Services Stream

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

Classification	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Property Services Employee Level 1 -									
Night Shift Worker	21.5107	24.9403	32.3842	21.03	24.41	29.68	22.79	26.44	32.15
Broken/Afternoon/Early Morning Shift Worker	19.1607	22.1988	28.8421	21.03	24.41	29.68	22.79	26.44	32.15
Day Shift Worker	17.2489	20.0695	25.5474	21.03	24.41	29.68	22.79	26.44	32.15
Property Services Employee Level 1A -									
Night Shift Worker	21.9365	25.4350	32.9684	21.45	24.78	29.94	23.24	26.84	32.44
Broken/Afternoon/Early Morning Shift Worker	19.5393	22.6384	29.4263	21.45	24.78	29.94	23.24	26.84	32.44
Day Shift Worker	17.5890	20.4663	26.1368	21.45	24.78	29.94	23.24	26.84	32.44

Property Services Employee Level 2 -									
Night Shift Worker	22.6310	26.2473	34.0737	22.19	25.73	31.16	24.04	27.87	33.76
Broken/Afternoon/Early Morning Shift Worker	20.1554	23.3591	30.3421	22.19	25.73	31.16	24.04	27.87	33.76
Day Shift Worker	18.1220	21.0880	26.8684	22.19	25.73	31.16	24.04	27.87	33.76
Property Services Employee Level 2A -									
Night Shift Worker	23.1580	26.7684	34.3789	22.63	26.24	31.42	24.51	28.42	34.04
Broken/Afternoon/Early Morning Shift Worker	20.5540	23.8221	30.6474	22.63	26.24	31.42	24.51	28.42	34.04
Day Shift Worker	18.4798	21.5053	27.1684	22.63	26.24	31.42	24.51	28.42	34.04
Property Services Employee Level 3 -									
Night Shift Worker	24.8676	28.8566	37.4421	24.39	28.29	34.02	26.42	30.64	36.86
Broken/Afternoon/Early Morning Shift Worker	22.1357	25.6698	33.3316	24.39	28.29	34.02	26.42	30.64	36.86
Day Shift Worker	19.8597	23.1151	29.4842	24.39	28.29	34.02	26.42	30.64	36.86
Property Services Employee Level 4 -									
Night Shift Worker	26.0927	30.2862	39.2842	25.55	29.65	35.56	27.68	32.12	38.52
Broken/Afternoon/Early Morning Shift Worker	23.2226	26.9375	34.9632	25.55	29.65	35.56	27.68	32.12	38.52
Day Shift Worker	20.8089	24.2227	30.9211	25.55	29.65	35.56	27.68	32.12	38.52
Property Services Employee Level 5 -									
Night Shift Worker	27.0871	31.4464	40.7895	26.53	30.81	36.82	28.74	33.37	39.89
Broken/Afternoon/Early Morning Shift Worker	24.1038	27.9658	36.2895	26.53	30.81	36.82	28.74	33.37	39.89
Day Shift Worker	21.5805	25.1226	32.0947	26.53	30.81	36.82	28.74	33.37	39.89

** The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994

Table 8A - Saturday and Sunday Ordinary Time Hourly Rates - Public Hospital Cleaners

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2005:

	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cleaner -									
Night shift Worker	25.2183	29.2946	37.3684	28.01	32.55	38.56	30.34	35.26	41.77
Broken Shift Worker	24.2835	28.2040	35.9895	26.97	31.32	37.20	29.21	33.93	40.30
Afternoon/Early Morning Shift Worker	22.4014	26.0082	33.2211	24.87	28.90	34.52	26.95	31.31	37.40
Day Shift Worker	20.0829	23.4034	29.4053	22.76	25.21	30.44	24.66	27.31	32.98
Building Services Employee Level 1 -									
Night shift Worker	26.6225	30.9331	39.4368	28.74	33.41	39.52	31.14	36.19	42.81
Broken Shift Worker	25.6254	29.7696	37.9632	27.69	32.19	38.14	30.00	34.87	41.32
Afternoon/Early Morning Shift Worker	23.6396	27.4526	35.0421	25.49	29.64	35.34	27.62	32.11	38.29
Day Shift Worker	21.1781	24.6811	31.0211	22.28	25.87	31.16	24.14	28.03	33.76

**The Sunday ordinary time rate of pay of double-time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

Table 8B - Saturday and Sunday Ordinary Time Hourly Rates - Public Hospital Cleaners

The following rates shall take effect on and from the first full pay period to commence on or after 1 July 2006:

	Full-time Employees			Part-time Employees			Casual Employees		
	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)	Saturday	Sunday (A)	Sunday** (B)
Classification	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cleaner -									
Night shift Worker	25.6355	29.7525	38.6000	28.45	33.04	39.34	30.82	35.79	42.62
Broken Shift Worker	24.6914	28.6510	37.1789	27.40	31.80	37.94	29.68	34.45	41.10
Afternoon/Early Morning Shift Worker	22.7904	26.4333	34.3158	25.29	29.36	35.22	27.40	31.81	38.16

Day Shift Worker	20.4487	23.8025	30.3737	23.16	25.63	31.04	25.09	27.76	33.63
Building Services Employee Level 1 -									
Night shift Worker	27.0537	31.4074	40.7368	29.20	33.91	40.32	31.63	36.73	43.68
Broken Shift Worker	26.0467	30.2323	39.2158	28.13	32.67	38.90	30.48	35.39	42.14
Afternoon/Early Morning Shift Worker	24.0410	27.8922	36.2000	25.91	30.10	36.04	28.07	32.61	39.04
Day Shift Worker	21.5549	25.0929	32.0474	22.67	26.30	31.78	24.56	28.49	34.43

** The Sunday ordinary time rate of pay of double time shall apply to those employees who were engaged to work ordinary hours on a Sunday prior to 29 January 1994.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA06/8 - Coca-Cola Amatil (Aust) Pty Ltd Contract Agreement 2006

Made Between: Coca -Cola Amatil (NSW) Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 21 August 2006.

Description of Employees: The contract agreement applies to all Contract Carriers employed by Coca-Cola Amatil (Aust) Pty Ltd., located at Dubbo, New South Wales and any other future locations established by the company, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

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Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

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