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INDUSTRIAL GAZETTE

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(080)

SERIAL C8225**CANTEEN, &c., WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 545 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete paragraph 7.1.2 of subclause 7.1 of clause 7, Wages of the award published 17 March 2000 (314 I.G. 155) and reprinted 27 Jan 2012 (372 I.G. 2), and insert in lieu thereof the following:

7. Wages

7.1.2 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings to respect to the interpretation, application or enforcement of existing award provisions.

2. Delete Part B, Monetary Rates of the award published on 16 August 2013, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	Previous Rate per week \$	New rate Per week Incl. SWC 2011 (2.5%) & SWC 2012 (2.5%) \$	SWC 2013 2.27% \$
Grade 1	592.20	622.20	636.30
Grade 2	611.10	642.00	656.60
Grade 3	639.70	672.10	687.40
Grade 4	660.50	693.90	709.70
Grade 5	698.90	734.30	751.00
Grade 6	746.30	784.10	801.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Incl. SWC 2011 (2.5%) & SWC 2012 (2.5%) \$	Amount SWC 2013 - 2.27% \$
1	9	Tool Allowance	0.80 per week	0.82
2	11	Meal Allowance	12.91 per week	13.20
3	13	First Aid Allowance	14.12 per week	14.44
4	19	Laundry Allowance: - special clothing requiring ironing	3.74 per day to a maximum of 11.22 per week	3.82 per day to a maximum of 11.47 per week
		- special clothing not requiring ironing	2.10 per day to a maximum of 6.34 per week	2.15 per day to a maximum of 6.48 per week

3. This variation shall take effect from the first full pay period to commence on or after 16 December 2013.

R. P. BOLAND , *Acting Justice*

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**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION AND COMMUNITIES) SALARIES
AND CONDITIONS AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Institute of Senior Educational Administrators of New South Wales, Industrial Organisation of Employees.

(No. IRC 1049 of 2013)

Before Commissioner Tabbaa

14 May 2014

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose and Principles of this Award
3.	Definitions
4.	Qualifications
5.	Salaries and Other Remuneration
6.	Conditions of Employment
7.	Recreation Leave
8.	Deferred Salary Scheme
9.	Performance Management and Professional Development
10.	Mobility Provisions
11.	Technological Change
12.	Dispute Resolution Procedures
13.	Duties as Directed
14.	Redeployment
15.	Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions
16.	No Further Claims
17.	Anti-Discrimination
18.	Work, Health and Safety
19.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Scale

2. Purpose and Principles of This Award

- 2.1 This award establishes the conditions of employment, including salaries, of chief education officers.
- 2.2 The parties to this award are the Department and the ISEA.

- 2.3 The parties will support chief education officers by:
- (a) providing clear lines of communication on matters affecting individuals and their work;
 - (b) developing individual and collective talents;
 - (c) promoting co-operation and teamwork;
 - (d) recognising individual and team contributions; and
 - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools and TAFE in carrying out the government agenda;
 - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
 - (c) improve organisation-wide productivity and efficiency;
 - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
 - (e) promoting better and more satisfying jobs;
 - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools and TAFE on a co-operative, continuing basis by using a consultative approach;
 - (g) maintaining essential standards of employment conditions;
 - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
 - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools and TAFE, greater customer focus and commitment to quality service and to joint development of performance measures;
 - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
 - (k) improving the effectiveness of the Department.

3. Definitions

- 3.1 "Act" means the Teaching Service Act 1980.
- 3.2 "Chief Education Officer" means a person appointed as such by the Secretary under the Act.
- 3.3 "Department" means the Department of Education and Communities.
- 3.4 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the Industrial Relations Act 1996.
- 3.5 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.
- 3.6 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.

- 3.7 "Parties" means the Department and the ISEA.
- 3.8 "Secretary" means the Secretary, Department of Education and Communities.
- 3.9 "Senior Officers" means employees employed as senior officers whose working conditions are prescribed under the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor.
- 3.10 "TAFE" means the Technical and Further Education Commission of New South Wales.

4. Qualifications

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 The position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.
- 4.3 Qualifications for appointment as a chief education officer will be as determined by the Secretary.

5. Salaries and Other Remuneration

- 5.1 Except as otherwise provided in subclause 5.5 of this clause, chief education officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
- (a) annual leave loading;
 - (b) travel or subsistence or motor vehicle allowances;
 - (c) allowances in relation to relocation expenses; and
 - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 shall be entitled to progress to a higher level of salary after each 12 months of service subject to satisfactory performance.
- 5.6 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Part B, Table 1 of this award and superable allowances.

- 5.6.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice of superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not

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

- 5.6.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 5.6.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 5.6.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 5.6.3.2 any administrative fees.
- 5.6.4 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 5.6.4.1 Superannuation Guarantee Contributions;
- 5.6.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 5.6.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

6. Conditions of Employment

- 6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the Teaching Service Act 1980 or the Public Sector Workforce Office or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.
- 6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions afforded Senior Officers, subject to operational requirements and departmental convenience.
- 6.3 Deduction of Association Membership Fees.
- 6.3.1 The ISEA shall provide the employer with a schedule setting out ISEA fortnightly membership fees payable by members of the ISEA in accordance with ISEA's rules.
- 6.3.2 The ISEA shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of ISEA fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.
- 6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.
- 6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.

- 6.3.6 Where an employee has already authorised the deduction of ISEA membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7. Recreation Leave

- 7.1 Chief education officers are entitled to four weeks recreation leave per annum.
- 7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.
- 7.3 Payment will be made at the chief education officer's salary rate at that time.

8. Deferred Salary Scheme

- 8.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 8.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

9. Performance Management and Professional Development

- 9.1 The performance of chief education officers will be reviewed in accordance with the DEC performance management and development scheme.
- 9.2 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 9.3 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 9.4 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

10. Mobility Provisions

- 10.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department and institute managers in TAFE.

11. Technological Change

- 11.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 11.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

12. Dispute Resolution Procedures

- 12.1 Subject to the provisions of the Industrial Relations Act 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedure shall apply.

- 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 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 chief education officer may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and timeframe for proceeding.
- 12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Secretary and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.
- 12.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

13. Duties as Directed

- 13.1 The Secretary, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Secretary may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Secretary pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Secretary's responsibility to provide a safe, healthy working environment.

14. Redeployment

- 14.1 To allow greater flexibility to place a permanent chief education officer displaced through organisational change or the regrading of a position, the parties agree, subject to personal and geographic considerations, to place the chief education officer in:
- 14.1.1 another non school-based position under the Act of annual salary level for which the officer is qualified; or
- 14.1.2 an appropriate school-based position having regard to the chief education officer's salary, experience and background.
- 14.2 In implementing paragraph 14.1.2 of subclause 14.1 of this clause, the Department will take into account the experience of the chief education officer in both school-based and non-school based positions, the salary level of the chief education officer and the salary levels and locations of appropriate vacant school based positions, including executive positions.

15. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions

- 15.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.
- 15.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of

equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

16. No Further Claims

- 16.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2016, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

17. Anti-Discrimination

- 17.1 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.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, 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.
- 17.3 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.
- 17.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977, or
 - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 17.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

18. Work, Health and Safety

- 18.1 For the purposes of this subclause, the following definitions shall apply:

18.1.1

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- 18.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 18.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- 18.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 18.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 18.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 18.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 18.3 Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

19. Area, Incidence and Duration

- 19.1 This award covers all chief education officers employed by the Department under the Act.
- 19.2 This award replaces and rescinds the Crown Employees (Chief Education Officers - Department of Education and Communities) Salaries and Conditions Award 2009 published 29 June 2012 (372 IG 904) as varied.
- 19.3 This award shall commence on and from 1 January 2014 and remains in force until 31 December 2016.

PART B

MONETARY RATES

Table 1 - Salary Scale

Chief Education Officer	Salary from first pay period on or after 1.1.2014 \$	Salary from first pay period on or after 1.1.2015 \$	Salary from first pay period on or after 1.1.2016 \$
Increase	2.27%	2%	2.15%
Level 3	156,992	160,132	163,575
Level 2	150,526	153,537	156,838
Level 1	139,748	142,543	145,608

I. TABBAA, Commissioner

CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary of The Treasury.

(No. IRC 416 of 2014)

Before The Honourable Justice Boland, Acting President

6 June 2014

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Payment of Wages
4.	Rates of Pay
5.	Parties Bound
6.	Savings of Rights
7.	Relationship to Acts/Awards for Apprenticeships
8.	Union Subscriptions
9.	Fleet Tradespersons Multi-skilling
10.	Additional Wage Rates
11.	Team Leader Allowance and Higher Duties
12.	Technician Allowance
13.	Authorised Heavy Vehicle Allowance
14.	On Call Allowance
15.	Trade Employees Working Together
16.	Tool Allowance
17.	Apprentice Tool Loan
18.	Fire Equipment Allowance
19.	Apprentice to Tradesperson
20.	Special Rates
21.	Maintenance of Existing Service and Personal Allowances
22.	Overtime and Penalty Rates
23.	Meal Allowance
24.	Travelling Time and Fares
25.	Travelling Expenses
26.	Annual Leave
27.	Annual Leave Loading
28.	Holidays
29.	Rostered Days Off
30.	Long Service Leave
31.	Sick Leave
32.	Bereavement Leave
33.	Clothing
34.	Insurance of Tools
35.	Procedure on Charge
36.	Higher Grade Pay

37. Anti-Discrimination
38. Term of Employment
39. Grievance and Dispute Resolution Procedures
40. Personal/Carer's Leave - August 1996
41. Maternity Leave
42. Parental Leave
43. Adoption Leave
44. Family and Community Service Leave
45. Trade Union Leave
46. Supplementary Labour
47. Salary Packaging Arrangements
48. Workplace Reform Program
49. Calculations
50. No Extra Claims
51. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances - from the Crown
Employees (New South Wales Fire Brigades -
Maintenance, Construction and Miscellaneous Staff)
Award

Table 3 - Allowances - from NSW Fire Brigades Maintenance
and Miscellaneous Staff Enterprise Agreement 2008

PART A

1. Definitions

"Commissioner" means the Commissioner of Fire & Rescue NSW (FRNSW) holding office as such under the Government Sector Employment Act 2013.

The Secretary of the Treasury means the employer for industrial purposes pursuant to the Government Sector Employment Act 2013.

"Discharge" means termination of service with FRNSW as a consequence of retrenchment, reorganisation or shortage of work or other reason for which the employer may not be entirely responsible.

"Dismissed" means termination of service with FRNSW for inefficiency, neglect of duty, or misconduct.

"Employee" means all persons who are permanently or temporarily employed under the Government Sector Employment Act 2013 and who, as at the operative date of this Award, occupy one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

"Fire Vehicle Repairer" this classification is an amalgamation of the following classifications: Automotive Electrical; Motor Mechanic; Painter (Vehicle); Fitter and Body Maker. Each of the individual classifications receive an appropriate tool allowance in addition to the wage for a Fire Vehicle Repairer.

"FRNSW" or "Employer" means Fire & Rescue NSW.

"Headquarters" means any office, workshop, store, depot, or other place of employment at which an employee is regularly required to work or from which the employee's work is directly controlled and to which the employee has been attached.

"Resignation" means voluntarily leaving the service of FRNSW.

"Skilled Trades Award" means the Crown Employees (Skilled Trades) Award.

"Union" means the:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch)

having regard for their respective coverage.

2. Hours

- 2.1 The ordinary working hours of employees shall not exceed 38 hours per week, to be worked not exceeding 8 hours per day, as determined by FRNSW.
- 2.2 The ordinary working hours of cleaners shall not exceed 35 hours per week, to be worked in shifts not exceeding 8 hours per day, as determined by FRNSW.
- 2.3 FRNSW may require an employee to perform duty beyond the hours determined under subclause 2.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - 2.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 2.3.2 any risk to employee health and safety,
 - 2.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 2.3.4 the notice (if any) given by FRNSW regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
 - 2.3.5 any other relevant matter.

3. Payment of Wages

- 3.1 All wages shall be paid fortnightly and payment shall be into a bank account specified by the employee, or other financial institutions acceptable to FRNSW and Unions.
- 3.2 Wages shall be paid not later than Thursday in any pay week.

4. Rates of Pay

- 4.1 Adult Employees - The minimum weekly rate of pay for each classification shall be as expressed in Table 1 - Wages, of Part B, Monetary Rates, and is payable for all purposes of the Award. This amount incorporates the following; Basic Wage, Margins, Special Loadings, Trades Allowance and Industry Allowance.
- 4.2 Juniors - The unapprenticed juniors employed by FRNSW shall be paid the following percentages of the appropriate classifications:

Age	Percentage per week (%)
At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5

5. Parties Bound

- 5.1 This Award is binding upon the Secretary of the Treasury and Fire & Rescue NSW and the following industrial organisations of employees:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

6. Savings of Rights

- 6.1 Except as provided for by this Award, no employee shall suffer a reduction in the employee's rate of pay or any loss or diminution of the employee's conditions of employment as a consequence of the amalgamation of the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008 and the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award.

7. Relationship to Acts / Awards for Apprenticeships

- 7.1 In regards to Apprentices, this Award shall also be read and interpreted in conjunction with:
- 7.1.1 the Apprenticeship and Traineeship Act 2001, provided that where there is any inconsistency between this Act and this Award, the Act shall prevail to the extent of any inconsistency.
- 7.2 The Skilled Trades Award (as defined) provided that where there is any inconsistency between this Award and the Skilled Trades Award, this Award shall prevail to the extent of any inconsistency.

8. Union Subscriptions

- 8.1 The Department agrees, subject to prior written authorisation by an employee, to deduct Union subscriptions from the pay of the authorising employee, in accordance with Treasury Guidelines.

9. Fleet Tradespersons Multi-Skilling

- 9.1 Following the provision of adequate in-house training where necessary, all classifications shall be required to undertake a range of appropriate cross-classification activities, within statutory limitations.
- 9.2 Employees shall be required to undertake such cross-classification activities in order to complete the whole job or when there is insufficient work in an employee's normal classification or where the re-allocation of staff is required to meet Departmental emergencies.
- 9.3 The final responsibility for all such cross-classification activities shall remain with the classification historically responsible for those activities. Notwithstanding this provision any employee who undertakes cross-classification activities in terms of subclause 9.1 is required to carry out those activities in a responsible and competent manner.

- 9.4 While Apprentice training shall be principally focused on those activities specific to each Apprentice's trade classification, the Department shall, where possible, coordinate and make available work of a similar nature and skill to that contained in the modules studied from time to time by the Apprentice as part of their external Technical and Further Education studies.
- 9.5 The work of a 'similar nature and skill' referred to in subclause 9.4, shall where appropriate be made available to Apprentices for the purposes of overtime.
- 9.6 Employees will identify and select spare parts as required from the store during normal work hours and after hours. When using parts from the store the employees will record parts usage, utilizing the systems provided which may be written or electronic. Where necessary employees will provide information as required to assist in parts identification and provide the part number itself with reference to manuals - paper and electronic.
- 9.7 Appliance servicing will continue in Station on a State-wide basis.

10. Additional Wage Rates

- 10.1 Electricians - An electrician who is the holder of a New South Wales electrician's licence shall be paid the amounts set in Item 1 of Table 2.
- 10.2 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this Award the sum set in Item 2 of Table 2.
- 10.3 Plumber - The ordinary rates of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate prescribed in clause 4, Rates of Pay, the amounts set in Table 2 in relation to the following:
- 10.3.1 When required to act on a Plumber's licence, as set out in Item 3 of Table 2.
- 10.3.2 When required to act on a Gasfitter's licence, as set out in Item 4 of Table 2.
- 10.3.3 When required to act on a Drainer's licence, as set out in Item 5 of Table 2.
- 10.3.4 When required to act on a Plumber's and Gasfitter's licence, as set out in Item 6 of Table 2.
- 10.3.5 When required to act on a Plumber's and Drainer's licence, as set out in Item 7 of Table 2.
- 10.3.6 When required to act on a Gasfitter's and Drainer's licence, as set out in Item 8 of Table 2.
- 10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's licence, as set out in Item 9 of Table 2.
- 10.4 A plumber or drainer who may be required by FRNSW to act on any of the above licences during the course of employment is entitled to be paid at the rate per hour mentioned in this clause for every hour of employment whilst liable to be called upon by the FRNSW to act on the licence or licences whether the employee has in any hour in fact acted on such licence or not.
- 10.5 Electric Welding Certificate - A plumber being the holder of a Office of Industrial Relations, Department of Commerce, oxy-acetylene or electric welding certificate who may be required by the employer to act on either of the certificates during the course of his or her employment shall be entitled to be paid for every hour of employment on work the nature of which is such that is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum set in Item 10 of Table 2 per hour for each certificate in addition to rates for journeyman plumber in this Award.
- 10.6 Computing Quantities - Employees, excluding Team Leaders and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by other employees shall be paid an additional amount in Item 11 of Table 2, per day or part thereof.

- 10.7 A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid the amount in Item 12 of Table 2 per hour in addition to the ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 22, Overtime and Penalty Rates, in which case it shall be paid as a flat rate.

11. Team Leader Allowance and Higher Duties

- 11.1 The Team Leader Allowance as provided for in Table 3 of this Award is in compensation for an employee being appointed as the supervisor of a section. Additionally, Team Leaders are required to undertake planning and scheduling activities as well as provide monthly section reports to the Operations Manager.
- 11.2 An employee covered under this Award engaged for more than half of one day or shift, on duties carrying a higher rate than employee's ordinary classification or entitling the employee to a Team Leader allowance, shall be paid the higher rate or allowance, as the case may be, for such day or shift. If for less than one half of one day or shift, the employee shall be paid the higher rate or allowance, as the case may be, for the time so worked; provided that if an employee is required to act as Team leader at the commencement of a day or shift, the employee shall be paid the appropriate allowance for the whole of such day or shift.

12. Technician Allowance

- 12.1 The Technician Allowance as provided for in Table 3 of this Award is payable when an employee is rostered to work on the aerial component of a fire appliance.

13. Authorised Heavy Vehicle Allowance

- 13.1 An Authorised Heavy Vehicle Inspectors allowance is paid to employees covered under this Award who have successfully completed the Transport Roads and Maritime Services training course and therefore have been issued with a Heavy Vehicle Inspectors Number.
- 13.2 The Heavy Vehicle Inspectors allowance is provided for in Table 3 of this Award and is paid on a daily basis. The allowance is paid irrespective of the number of inspections undertaken. There is no allowance payable per each inspection undertaken. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

14. On Call Allowance

- 14.1 An On Call Allowance is paid to employees covered under this Award who are working On Call as part of the normal roster or have been directed to work On Call. The On Call roster requires employees to be on call for 7 days per week outside normal work hours. Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 14.2 The On Call allowance is provided for in Table 3 of this Award and is paid on a daily basis with rate variation between normal work days, week-ends and public holidays. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

15. Trade Employees Working Together

- 15.1 Where two or more trade employees of the same class work together without a technical supervisor and/or responsibility the tradesperson in charge shall in addition to all other payments to which the employee is entitled under this Award be paid per hour at the rate of 1/38 of the rate prescribed by clause 11, Team Leader Allowance.

16. Tool Allowance

- 16.1 Employees of any of the following classifications shall be paid in addition to all other payments to which they are entitled under this Award, a Tool Allowance of the amount per week assigned to the classification as set out in the Tool Allowance Table of Table 3 - Allowances.

Classification

Bodymaker

Motor Mechanic

Painter (Vehicle)

Panel Beater

Automotive Electrician

Electronic Technician

Instrument Maker

Radio Mechanic

Telephone Mechanic

Fitter

Electronic Tradesperson

Apprentices

Motor Mechanic

Automotive Electrician

Fitter

Electronic Technician

17. Apprentice Tool Loan

- 17.1 All new Apprentices to whom clause 5, Tool Allowance, of the Skilled Trades Award (as defined) applies, shall be entitled to apply to the Department for a zero interest loan up to the value of \$1500.00, for the purpose of equipping themselves, with the pre-requisite tools and equipment for their classification.
- 17.2 On behalf of each new Apprentice, the Department will purchase the required tools and equipment from the Department's recommended supplier.
- 17.3 The selection of tools and equipment shall be those identified by the Department or the Team Leader in charge of the Apprentice.
- 17.4 Upon commencement of employment, each Apprentice shall be issued with the pre-requisite tools and equipment for their trade classification. On receipt of the tool issue, title and ownership of the tools shall become the responsibility of the Apprentice.
- 17.5 Repayment of the loan shall be recouped by the Department, from the Apprentice's weekly tool allowance entitlement. The repayment amount shall equate to the maximum value of the weekly tool

allowance entitlement as prescribed by this Award and or clause 5 of the Skilled Trades Award (as defined), as varied.

- 17.6 If for any reason, an Apprentice's employment is terminated prior to full repayment of the loan, the Apprentice shall be liable to repay to the Department the outstanding balance of the loan owing. In this regard, the Department shall be entitled to deduct from the Apprentice's termination payments the value of any outstanding loan.

18. Fire Equipment Allowance

- 18.1 This allowance only applies to Tradespersons in the Fleet and Communications Section.

18.1.1 Employees with a minimum of twelve (12) months continuous service covered by this Award shall be paid a fire equipment allowance as set out in Table 3 of this Award, as varied by the provisions of subclause 18.1.2.

18.1.2 Apprentices covered by this Award shall be entitled to be paid at the Non-Trades Staff rate of the allowance as set out in Table 3 of this Award after a minimum of twelve (12) months continuous service.

19. Apprentice to Tradesperson

- 19.1 An Apprentice who completes a full four year apprenticeship with FRNSW and then is appointed as a Tradesperson, will commence payment as a Fire Vehicle Repairer at the Thereafter rate of pay.

20. Special Rates

- 20.1 In addition to the wages and allowances prescribed by - clauses 4. Rates of Pay; 10. Additional Wage Rates; 11. Team Leader Allowance; 15. Trade Employees Working Together and 16. Tool Allowance - the following special rates and allowances shall be paid to employees.

20.1.1 Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 1 of Special Rates in Table 3.

20.1.2 Dirty Work - Work which a Team Leader and tradesperson agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate set out in Item 2 of Special Rates in Table 3, above the rate prescribed by this Award.

- 20.2 In the case of disagreement between the Team Leader and tradesperson the latter shall be entitled within 12 hours to ask for a decision on his/her claim by the employer, his/her industrial officer, manager, superintendent or engineer. In such a case a decision shall be given on the worker's claim within 24 hours of it being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, his/her industrial officer, manager or engineer shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

- 20.3 Height Pay -

20.3.1 Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 3 of Special Rates in Table 3. Height shall be calculated from where it is necessary for the employee to place his hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to an employee working on a suitable scaffold erected in accordance with the Scaffolding and Lifts Act 1912. An additional amount set in Item 4 of Special Rates in Table 3 shall be paid for every metre beyond that specified in Item 3 of Special Rates in Table 3.

- 20.3.2 Plasterers required to work on a swing scaffold shall be paid the amount also set out in Item 13 of Special Rates in Table 2.
- 20.4 Hot Places - Working in the shade in places where the temperature is raised by artificial means to between 46 degree Celsius and 54 degree Celsius and places where the temperature exceeds 54 degree Celsius, the amounts set in Item 14 of Special Rates in Table 2. Where work continues for more than two hours in temperatures exceeding 54 degree Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- 20.5 Insulation Material - Employees working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid the amount set in Item 5 of Special Rates in Table 3, or if the insulating materials be silicate, the amount also set in Item 6 of Special Rates in Table 3, whether they are actually handling such materials or not; provided that such insulating material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.
- 20.6 Wet Places -
- 20.6.1 An employee working in a place where water other than rain is falling so that his or her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid the amount set in Item 15 of Special Rates in Table 2, per hour extra; provided that this extra rate shall not be payable in respect of the disabilities provided for in clause 4.1, Industry Allowance, of this Award; nor to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- 20.6.2 Where a plumber is required to work in the rain, the plumber shall be paid the amount also set in Item 16 of Special Rates in Table 2, per hour extra for time so worked.
- 20.6.3 An employee called upon to work knee deep in mud or water, shall be paid at the rate also set in Item 17 of Special Rates in Table 2, per day in addition to the ordinary rates of pay prescribed for each day or portion thereof so worked; proved that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- 20.7 Swinging Scaffolds - A payment as set out in Item 18 of Special Rates in Table 2, for the first four hours or any portion thereof, and an additional amount also set in Item 18 of Special Rates in Table 2 for each hour thereafter on any day shall be made to any persons employed:
- 20.7.1 On any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- 20.7.2 On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 20.8 Provided that solid plasterers when working off a swing scaffold shall receive an additional amount, also set in Item 19 of Special Rates in Table 2, per hour.
- 20.9 Spray Applications - An employee engaged on all spray applications carried out in other than a properly construction booth, approved by the Department of Industrial Relations, shall be paid the amount set in Item 7 of Special Rates in Table 3, per hour extra.
- 20.10 Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 20 of Special Rates in Table 2 per hour extra with a minimum payment also set out in Item 20.
- 20.11 Electric Welding Plumbers - A plumber engaged on electric welding applicable to plumbing shall be paid the amount in Item 21 of Special Rates in Table 2, per hour extra for the time so worked.

- 20.12 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the amount set in Item 22 of Special Rates in Table 2.
- 20.13 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Office of Industrial relations, Department of Commerce, and is required to act on that certificate whilst engaged on work requiring a certificated employee shall be paid an additional amount set out in Item 23 of Special Rates in Table 2.
- 20.14 Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- 20.15 Rates not Subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.
- 20.16 Distant Places -
- 20.16.1 All employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 from Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes shall be paid the amount set out in Item 24 of Special Rates in Table 2, extra per day.
- 20.16.2 All employees working in the Western Division of the State shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day.
- 20.16.3 All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby thence to Blowering, thence by a line drawn from Blowering southwest to Welarewang, and on to the Murray River, thence in a southeasterly direction along the New South Wales border to the point of commencement shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day or part thereof.
- 20.17 Applying Obnoxious Substances -
- 20.17.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the amount set in Item 8 of Special Rates in Table 3, per hour extra.
- 20.17.2 In addition, employees applying such materials in buildings which are normally air conditioned shall be paid the amount also set in Item 9 of Special Rates in Table 3, per hour extra for any time worked when the air conditioning plant is not operating.
- 20.17.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the NSW Department of Health.
- 20.17.4 Employees working in close proximity to employees so engaged shall be paid the amount also set in Item 10 of Special Rates in Table 3 per hour extra.
- 20.17.5 For the purposes of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- 20.18 Painters shall be paid the amount in Item 25 of Special Rates in Table 2, per hour for burning off paint and applying the first coat.

20.19 Asbestos Eradication -

- 20.19.1 Application - This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.
- 20.19.2 Definition - Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.
- 20.19.3 Control - All aspects of asbestos eradication work shall be conducted in accordance with the N.S.W. Occupational Health and Safety Act 2000, the Occupational Health and Safety (Asbestos Removal Work) Regulation 1996 and the N.S.W. Construction Safety Act 1912 Regulations concerning construction work involving asbestos and asbestos cement.
- 20.20 Rate of Pay - in addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the amount set in Item 11 worked in lieu of Special Rates in Table 3, per hour of special rates as prescribed in clause 20. Special Rates, with the exception of subclauses 20.4 Hot Places, 20.7 Swinging Scaffold and 20.9 Spray Applications (Item 6 of Special Rates in Table 3).
- 20.21 Other Conditions - The conditions of employment, rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award, as varied, from time to time.
- 20.22 Chokages - If an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe, or pump conveying offensive material or a scupper containing sewage or is required to work in a septic tank in operation the employee shall be paid an additional amount set out in Item 26 of Special Rates in Table 2 per day or part of a day.

21. Maintenance of Existing Service and Personal Allowances

- 21.1 An employee covered by this Award who at the date this Award took effect was employed by FRNSW and who was then being paid a service allowance and/or personal allowance shall continue to be paid such service allowance and/or personal allowance in addition to all other payments to which the employee is entitled under this Award so long as the employee remains subject to the provisions of this Award.
- 21.2 Such service and personal allowance shall be part of the weekly wage of the employee for all purposes of this Award.
- 21.3 Except as provided by paragraph 21.1, of this clause no employee of the FRNSW covered by this Award shall be paid any service allowance.

22. Overtime and Penalty Rates

- 22.1 Subject as otherwise provided in this Award, all time worked in excess of the ordinary weekly hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours, and double time thereafter.
- 22.2 Each day shall stand alone for the purpose of computation of overtime pursuant to this paragraph.
- 22.3 All time worked on a Saturday shall be at the rate of time and one-half for the first 2 hours and double time thereafter, provided that where in any case of emergency an employee called out for work after 12 noon on Saturday shall be paid at the rate of double time.
- 22.4 All time worked on a Sunday shall be at the rate of double time and all time worked on a Public Holiday shall be at the rate of double time and one-half.

- 22.5 For the purpose of computing the hourly rate the weekly rate shall be divided by the number of ordinary hours per week prescribed for each employee.
- 22.6 An employee required to work 2 hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate.
- 22.7 The meal break shall be taken at the commencement of the overtime period or later by mutual arrangement with the officer for the time being in charge and the employee.
- 22.8 An employee working overtime shall be allowed a meal break of 20 minutes to be paid for at the appropriate overtime rate, after each 4 hours of overtime actually worked, provided that the employee is required to work at least a further 1 hour after the said 4 hours actually worked.
- 22.9 An employee whose ordinary hours do not include Saturday or Sunday or a public holiday shall be allowed meal breaks with pay only in respect of time worked outside what would be the usual hours of duty on an ordinary working day.
- 22.10 Call back - Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 22.11 An employee may be directed by the FRNSW to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 22.11.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 22.11.2 any risk to employee health and safety,
 - 22.11.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 22.11.4 the notice (if any) given by the FRNSW regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 22.11.5 any other relevant matter.

23. Meal Allowance

- 23.1 An employee required to work overtime for one and a half hours or more shall be paid the amount set in Item 1 of Meal Allowance in Table 3 for a meal and after the completion of each four hours on continuous overtime shall be paid the amount also set in Item 2 of Meal Allowance in Table 3 for each subsequent meal in addition to his overtime payment, but such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.
- 23.2 An employee whose ordinary hours do not include a Saturday or Sunday or public holiday, shall receive the meal allowance prescribed by this clause when the time is worked outside what would be the usual hours of duty on an ordinary working day.

24. Travelling Time and Fares

- 24.1 An employee shall be required to proceed to his headquarters and to return to his or her home at ordinary starting and ceasing time at least once on each ordinary working day in the employee's own time and expense.
- 24.2 An employee other than an employee classified as a builder's labourer and who is required to work temporarily or is transferred to work temporarily at a point distant from his or her headquarters shall be paid travelling time for such period at the rate set out in Item 1 of Travelling Time and Other Fares in

Table 3 for each day to compensate for excess fares and travelling time to and from places or work, provided that the allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employee in which case an allowance also set in Item 2 of Travelling Time and Other Fares in Table 3 per day shall be paid.

- 24.3 An employee classified as a labourer-builder shall be paid the amount also set in Item 1 of Travelling Time and Other Fares in Table 3 per day as a fare allowance and travelling allowance for travel patterns and costs peculiar to the industry which includes mobility requirements on employees and the nature of employment on construction work.
- 24.4 Subject to the foregoing provisions, a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion or has walked instead of using public conveyance.
- 24.5 Excess travelling time and fares shall not be payable in the case of an employee permanently transferred or appointed to a new headquarters, in which case the new location shall become headquarters for the purpose of this clause from the date of attachment to the new location.
- 24.6 Where an employee is sent during working hours from one location to another, the FRNSW shall pay all travelling time and fares incurred in addition to the amount it may be liable to pay under this clause.

25. Travelling Expenses

- 25.1 An employee while travelling upon the business of FRNSW away from their accustomed workshop shall be paid:
- 25.1.1 Reasonable expenses incurred for accommodation and meals whilst so travelling.
- 25.1.2 The cost actually incurred for travel by aircraft, rail, road, boat or otherwise.
- 25.1.3 Vouchers shall show the employee's movements on each day and state times of his or her departure and arrival.
- 25.1.4 Travelling expenses to be incurred pursuant to this clause shall, if requested, be paid to the employee concerned in cash on the last working day prior to departure.
- 25.1.5 The meal, accommodation and incidental allowances expressed in NSW Department of Premier and Cabinet Circulars will be adjusted on 1 July regardless of the date of the issuing of the Circular by the NSW Department of Premier and Cabinet. The amounts will be in line with the corresponding allowance amounts for the appropriate financial year published by the Australian Taxation Office (ATO).

26. Annual Leave

- 26.1 Every employee shall be entitled to four weeks leave of absence, exclusive of public holidays, on the completion of each 12 months service, such leave shall be taken within 6 months after it becomes due, and reasonable notice be given by either party when leave is to commence. This clause governs the time in which past Annual Leave accrual should be taken with the exception provided for in clause 26.8. In other words, an employee should work towards taking their Annual Leave from the year before in the first 6 months of the following year, however if there are reasons to the satisfaction of the employee and management of why this cannot be accomplished, then clause 26.8 provides for flexibility.
- 26.2 Where an employee with one or more months' service but less than 12 months' service is discharged, dismissed, resigns, retires or dies, the employee or their legal personal representative shall be paid for each completed week of service an amount equal to one-twelfth of the employee's ordinary weekly rate payable at the date of the termination of service.
- 26.3 After the first completed year of service annual leave shall accrue at the rate of one and two-third days for each completed month of service.

- 26.4 The Annual Leave provisions of clause 31, General Leave Conditions and Accident Pay, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 26.5, 26.6, 26.7 and 26.8, to all employees covered by this Award.
- 26.5 Annual Leave shall be taken in accordance with the roster as in 26.6, with the following exceptions:
- 26.5.1 Where an employee is taking Personal Carers leave in line with the provisions of the Award.
- 26.5.2 Where an employee can give 5 working days notice when not on a rostered on call position or the Lube Service Vehicle and the minimum staffing levels can be maintained.
- 26.5.3 Where an employee can organize a shift swap if they are rostered on call or on the Lube Service vehicle provided minimum staffing levels can be maintained.
- 26.6 Annual Leave shall be taken in block periods, the shortest of which not being less than five (5) sequential working days in duration. The block periods shall, in any one year, comply with one of the formats outlined as follows:
- 26.6.1 one block period of four weeks duration; or
- 26.6.2 one block period of three weeks duration followed later by one block period of one weeks duration; or
- 26.6.3 one block period of one weeks duration followed later by one block period of three weeks duration; or
- 26.6.4 one block period of two weeks duration followed later by another one block period of two weeks duration; or
- 26.6.5 four block periods of one weeks duration.
- 26.7 Annual Leave shall be taken in accordance with the roster.
- 26.8 The parties agree to jointly work towards reducing each employees accrual of Annual Leave to the accumulation of twenty (20) days plus the current years entitlement. The only exceptions being, in the case of family emergencies, or with prior notification of a planned extended holiday.

27. Annual Leave Loading

- 27.1 Employees shall be granted an annual leave loading equivalent to 17 1/2 per cent of four weeks' ordinary salary or wages.
- 27.2 The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion sufficient annual leave is taken to permit an absence from duty of at least two consecutive weeks after 1 December in any year.
- 27.3 The loading will apply only to leave accrued in the year ending the preceding 30 November, up to a maximum of four weeks. Leave and salary records are then to be endorsed to indicate that payment of the annual leave loading for the year ended 30 November previous has been made.
- 27.4 In the event of no such absence occurring by 30 November of the following year, the employee being still employed, is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November to the previous leave year notwithstanding that the employee has not entered on leave. The leave and salary records are to be endorsed to indicate that payment of the annual leave loading for the previous leave year has been made.
- 27.5 There shall be a leave year ending 30 November in every year. The above scheme will first apply to leave taken on or after 1 December 1974, being leave accrued during the 12 month period to 30 November 1974.

- 27.6 The annual leave loading is not payable when an employee is granted annual leave to the employee's credit, or the monetary value thereof, on resignation, retirement, termination of employment, dismissal, etc.
- 27.7 Broken service during a year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 27.8 Rate of Payment - The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e., new rates granted by Award, agreement, determination, national wage case decision, increment, etc., during the period of leave are to be taken into account unless otherwise prescribed by Award or agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
- 27.9 Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary or wages.
- 27.10 In the case of an employee sent on annual leave pending an inquiry into the employee's services, the annual leave loading is not to be paid.
- 27.11 Retrospective payments will be made to employees who have qualified to receive payment of the annual leave loading since 1 December 1974.

28. Holidays

- 28.1 Subject to subclause (ii) of this clause, the days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Bank Holiday (in lieu of picnic days), Labour Day, Christmas Day, Boxing Day and/or specially proclaimed holidays in any year are observed shall be holidays. An employee shall be entitled to these holidays without loss of pay.
- 28.2 An employee who is absent from duty without reasonable cause on the working day prior to and/or the working day following any holiday shall not be entitled to payment for such holiday.

29. Rostered Days Off

- 29.1 The Rostered Day Off ("RDO") provisions of clause 2, Hours-Day Workers, of the Skilled Trades Award, (as defined) shall apply to all employees employed in the Communications Section. The same provisions, but as varied by the provisions of subclauses 29.2, 29.3, 29.4 & 29.5, shall apply to all other employees covered by this Award.
- 29.2 RDO shall be taken in accordance with the roster. Those staff who are on call and therefore work on the RDO day as part of the roster will normally take their RDO on the following Monday when they are off call.
- 29.3 RDO are to be taken as and when they fall due. There is no provision for the accumulation of untaken days. Under exceptional circumstances, and with prior approval, the clearing of the RDO day may be delayed.
- 29.4 Appropriate records will be kept by the Department of the dates on which each employee takes a RDO. Such records will be available for perusal by the employee on request.
- 29.5 Where an employee is asked and elects to work on the pre-determined RDO, in accordance with subclause 2.1 of clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with subclause 2.5 of the said clause 2 (i.e. Saturday rates), shall be the employee's only entitlement for working on the RDO.

30. Long Service Leave

- 30.1 Long Service Leave, calculated from the date of appointment to the service, shall accrue in accordance with the following entitlement:
- 30.1.1 After service for 10 years, leave for 2 months on full pay or 4 months on half pay.
- 30.1.2 After service in excess of 10 years:
- 30.1.2.1 leave pursuant to paragraph (a), of this subclause; and
- 30.1.2.2 in addition, an amount of leave proportionate to the length of service after 10 years
- 30.1.3 Long Service Leave shall not include annual leave but shall include public holidays occurring during the period when such leave is taken.
- 30.2 Where the service of an employee with at least 5 years' service and less than 7 years' service is terminated by FRNSW for any reasons or by the employee on account of illness, incapacity or domestic or other pressing necessity, the employee shall be entitled after 5 years' service to one month's leave on full pay and for service after 5 years', to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service.
- 30.3 In the event of the death of an employee the value of long service leave due shall be paid to such dependants as FRNSW shall determine.
- 30.3.1 In the event of the termination of the employment of an employee for any reason other than death the money value of long service leave due to the employee shall be paid to such employee as a gratuity.
- 30.3.2 Long service leave as provided by this clause, shall, subject to the exigencies of the service, be granted by the FRNSW as and when such leave becomes due (i.e. after 7 years) or at any time thereafter; provided that notice in writing of intention to take such leave shall be given to the FRNSW by the employee concerned at least 30 days before the date on which the employee desires that such leave should commence.
- 30.4 Notwithstanding anything elsewhere provided by this clause:
- 30.4.1 employees may apply to take pro-rata Long Service leave after the completion of (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
- 30.4.2 employees may apply to take a period of Long Service leave at double pay provided that:
- 30.4.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 30.4.2.2 The employees' leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
- 30.4.2.3 Other leave entitlements, e.g. recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.
- 30.4.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at that single time rate.
- 30.4.3 Where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of leave.

- 30.4.4 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

31. Sick Leave

- 31.1 An employee shall be allowed 15 working days sick leave with pay within each 12 months period of entitlement; provided, however, that all such sick leave in excess of two days within each period shall only be granted on the submission of a medical certificate which shall be to the satisfaction of FRNSW.
- 31.2 Sick leave not taken shall be cumulative to a maximum period of 120 days but payment of the monetary equivalent of sick leave not taken shall not be made.
- 31.3 Where an employee with ten or more years' service has taken all sick leave entitlement, FRNSW may, at its discretion, grant further sick leave with or without pay.

32. Bereavement Leave

- 32.1 In no way restricting the right of FRNSW to grant leave for compassionate reasons in other circumstances, an employee shall, on the death within Australia of a wife, husband, parent, brother, sister, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deductions of pay for a period not exceeding two ordinary working days. Proof of such death, shall, if requested, be furnished by the employee to the satisfaction of FRNSW; provided, however, that this clause shall have operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 32.2 For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto spouse.
- 32.3 Bereavement entitlements for casual employees
- 32.3.1 Subject to the evidentiary and notice requirements in clause 32.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 41.1.3.2 of clause 40 Personal Carers Leave.
- 32.3.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 32.3.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

33. Clothing

- 33.1 Clothing, tools or any articles issued to employees shall be worn or used only in the course of their duties.
- 33.2 Clothing or other articles shall be issued to such employee as FRNSW approves where in its opinion such clothing or article is necessary for:
- 33.2.1 Uniformity of appearance,
- 33.2.2 Protection against material which destroy or damage ordinary clothing,

33.2.3 Protection against weather, and

33.2.4 Protection against injury to the employee

- 33.3 An employee shall be responsible for the care and upkeep of any clothing issued and new clothing shall not be issued until the previous clothing has been returned to the store and its loss satisfactorily accounted for.
- 33.4 An employee shall also be responsible for tools, equipment and other articles issued or for their loss or damage through misuse or negligence.
- 33.5 An employee shall replace any such clothing, tools, equipment or other articles so lost or damaged through the employee's misuse or negligence or pay such amount in respect thereof which the FRNSW shall determine.
- 33.6 Where full uniform is supplied by FRNSW and is required to be worn by an employee and such uniform becomes soiled or damaged in the execution of duty so as to require dry cleaning or repairs, such dry cleaning and repairs shall be done at the expense of the FRNSW.

34. Insurance of Tools

- 34.1 In respect of those employees entitled under this Award to a tool allowance FRNSW shall insure, and shall keep insured against loss or damage by fire whilst on the employer's premises, such tools of the employee which are used by him/her in the course of his/her employment. The employee shall if requested to do so furnish FRNSW with a list of his/her tools so used.
- 34.2 Any such employee shall be entitled to be reimbursed for the loss of tools up to the value set out in Item 1 of Insurance of Tools of Table 3, provided such tools are lost by theft from a breaking and entering outside working hours while the tools are stored at the FRNSW's direction on the job.

35. Procedure on Charge

- 35.1 When an employee is summoned to appear before a Senior Officer or before FRNSW on a charge, appeal, or other formal inquiry not being a preliminary investigation, the employee shall be given particulars; in writing, of the charge or allegation if any, against the employee at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry and shall be allowed access, personally or by a representative duly authorised by the employee in writing to all or any of the official papers, correspondence or reports of the FRNSW relating to the charge, appeal or subject to the said inquiry.
- 35.2 The employee also shall be allowed to give and call evidence on the employee's own behalf and to hear all evidence given.
- 35.3 If an employee so requests, the employee may be represented by an Officer of the union before such senior officer of the FRNSW on all such occasions.
- 35.4 No adverse report about an employee shall be placed among the records or papers relating to the employee or noted thereupon unless the employee concerned shall have been shown the said report which shall be evidenced by the employee's signature thereupon unless the employee refuses to sign in which case the union shall be notified by the FRNSW in writing within seven days of such refusal, and shall have been given an opportunity of replying to the report. If the employee so desires a reply shall be in writing, which, together with the adverse report, also shall be placed amongst the records or papers relating to the employee or shall be noted thereupon.
- 35.5 Where FRNSW has for its own purpose caused a transcript copy of proceedings on a charge, appeal or formal inquiry to be taken, a copy of such transcript shall be supplied, free of cost, to the employee concerned, if during the hearing or at the termination of the proceedings a request therefore in writing is made by the employee.

35.5.1 After the Senior Officer has announced the recommendation or when the FRNSW has made its decision as the result of a charge or an appeal the employee concerned shall be informed thereof in writing within 7 days after such announcement or decision has been made or has been given as the case may be.

36. Higher Grade Pay

36.1 An employee engaged for more than half of one day or shift on duties carrying a higher rate than the employee's ordinary classification or entitling the employee to a Team Leader Allowance shall be paid the higher rate or allowance as the case may be for such day or shift. If for less than one half of one day or shift the employee shall be paid the higher rate or allowance as the case may be for the time so worked; provided that if an employee is required to act as Team Leader at the commencement of a day or shift the employee shall be paid the appropriate allowance for the whole of such day or shift.

36.2 Employees covered under this Award, who are engaged on duties in a classification appearing in the Crown Employees (Public Sector - Salaries 2008) Award, or successor, carrying a higher rate than the employee's ordinary classification, will be paid a higher duties allowance on a day by day basis (regardless of how many days such employee was acting in the higher graded position). This includes an employee who is on-call on a Saturday or Sunday, that is, the higher duties allowance is payable whilst on-call on a weekend. Such higher duties allowance is payable at 7 hours per day only.

37. Anti-Discrimination

37.1 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.

37.2 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 this Award which, by its terms or operation, has a direct or indirect discriminatory effect.

37.3 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.

37.4 Nothing in this clause is to be taken to affect:

37.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

37.4.2 offering or providing junior rates of pay to persons under 21 years of age;

37.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;

37.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

37.5 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.

37.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.

37.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides;

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

38. Term of Employment

- 38.1 An employee shall give to FRNSW and FRNSW shall give to an employee one week's notice of termination of employment, such notice to be given from a normal pay day. This, shall not affect the right of FRNSW to dismiss any employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- 38.2 For the purposes of meeting the needs of the industry, FRNSW may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in this Award, and unless reasonable excuse exists the employee shall work in accordance with such requirements.
- 38.3 In the event of wet weather, no deduction from wages shall be made subject to the following conditions:
- 38.3.1 An employee shall continue working until such time as the officer in charge orders the employee to cease work.
- 38.3.2 An employee shall stand by as directed by the officer in charge.
- 38.3.3 An employee shall report for duty as directed.
- 38.4 The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.
- 38.5 Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the FRNSW that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment.
- 38.6 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.
- 38.6.1 No payment in respect of wages, annual leave or long service leave shall be assigned or charged to any person but shall be paid to the employee entitled thereto, or may be paid to the employee entitled thereto, or may be paid to a person authorised by the employee to receive the same.
- 38.6.2 FRNSW shall be entitled to deduct out of an employee's wages such sum as the employee requests in writing in respect of contributions or payments for purposes approved by FRNSW.

39. Grievance and Dispute Resolution Procedures

- 39.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 39.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute, or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 39.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- 39.4 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- 39.5 The Commissioner may refer the matter to the Secretary of the Treasury for consideration.
- 39.6 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 39.7 A staff member, at any stage, may request to be represented by their Union.
- 39.8 The staff member or the Union on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 39.9 The staff member, Union, FRNSW and Secretary of the Treasury shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 39.10 Whilst the procedures outlined in subclauses 39.1 to 39.9 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.

40. Personal/Carer's Leave - August 1996

40.1 Use of Sick Leave -

40.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21 of the Award, 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.

40.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

40.1.3.1 the employee being responsible for the care of the person concerned; and

40.1.3.2 the person concerned being:

40.1.3.2.1 a spouse of the employee; or

40.1.3.2.2 a defacto 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

40.1.3.2.3 a child or an adult child (including and 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 defacto spouse of the employee; or

40.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

40.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- (i) "relative" means a person related by blood, marriage or affinity;
- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

40.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

40.2 Unpaid Leave for Family Purpose -

40.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 1.1.3(ii) above who is ill.

40.3 Annual Leave -

40.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

40.3.2 Access to annual leave, as prescribed in paragraph 1.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Award.

40.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

40.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

40.4 Time Off in Lieu of Payment for Overtime -

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

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

40.4.3 If, having elected to take time as leave in accordance with paragraph 1.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

40.4.4 Where no election is made in accordance with paragraph 1.4.1, the employee shall be paid overtime rates in accordance with the Award.

40.5 Make-up Time -

- 40.5.1 An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.
- 40.5.2 An employee on shift work may elect, with the consent of the employer to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 40.6 Rostered Days Off -
- 40.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 40.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 40.6.3 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.
- 40.6.4 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.
- 40.7 Personal Carers Entitlement for casual employees -
- 40.7.1 Subject to the evidentiary and notice requirements in 40.1.2 and 40.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 40.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 40.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 40.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

41. Maternity Leave

- 41.1 A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
- 41.1.1 for a period up to 9 weeks prior to the expected date of birth; and
- 41.1.2 for a further period of up to 12 months after the actual date of birth.
- 41.2 A staff member who has been granted maternity leave may, with the permission of the Department Head, take leave after the actual date of birth:
- 41.2.1 full-time for a period of up to 12 months; or
- 41.2.2 part-time for a period of up to 2 years; or
- 41.2.3 as a combination of full-time and part-time over a proportionate period of up to 2 years.

- 41.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 41.4 A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 41.5 If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Government Sector Employment Act 2013.
- 41.6 A staff member who:
- 41.6.1 applied for maternity leave within the time and in the manner determined by the Department Head; and
- 41.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay, or the period of maternity leave taken, whichever is the lesser period.
- 41.7 Except as provided in paragraph (f) of this subclause, maternity leave shall be granted without pay.

42. Parental Leave

- 42.1 A staff member is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:
- 42.1.1 short parental leave - an unbroken period of one week at the ordinary rate of pay, or 2 weeks at half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;
- 42.1.2 extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in subparagraph (1) of paragraph (a) of this subclause in order to assume the primary care giving responsibilities.
- 42.2 Extended parental leave may commence at any time up to 2 years from the date of birth of the child.
- 42.3 A staff member who has been granted parental leave may, with the permission of the Department Head, take such leave:
- 42.3.1 full-time for a period not exceeding 12 months; or
- 42.3.2 part-time over a period not exceeding 2 years; or
- 42.3.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 42.4 A staff member who resumes duty immediately on the expiration of parental leave shall:
- 42.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
- 42.4.2 if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Public Sector Employment and Management Act 2002.

- 42.5 Except as provided in paragraph (a) (1) of this subclause, parental leave shall be granted without pay.
- 42.6 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).
- 42.7 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- 42.7.1 the employee or employee's spouse is pregnant; or
 - 42.7.2 the employee is or has been immediately absent on parental leave.
 - 42.7.3 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.
- 42.8 Right to request - An employee entitled to parental leave may request the employer to allow the employee:
- 42.8.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - 42.8.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - 42.8.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
 - 42.8.4 to assist the employee in reconciling work and parental responsibilities.
 - 42.8.5 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.
 - 42.8.6 Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made under 42.8.2 and 42.8.4 must be recorded in writing.
 - 42.8.7 Request to return to work part-time - Where an employee wishes to make a request under 42.8.4 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.
 - 42.8.8 Communication during parental leave - 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:
 - 42.8.8.1 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
 - 42.8.8.2 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.
 - 42.8.8.3 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.
 - 42.8.8.4 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).

43. Adoption Leave

- 43.1 A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- 43.1.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 43.1.2 for such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
- 43.2 A staff member who has been granted adoption leave may, with the permission of the Department Head, take leave:
- 43.2.1 full-time for a period not exceeding 12 months; or
- 43.2.2 part-time over a period not exceeding 2 years; or
- 43.2.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 43.3 Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- 43.4 A staff member who resumes duty immediately on the expiration of adoption leave shall:
- 43.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
- 43.4.2 if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Government Sector Employment Act 2013
- 43.5 A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- 43.5.1 applied for adoption leave within the time and in the manner determined by the Department Head; and
- 43.5.2 prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- 43.6 With the exception of subclause 43.5, adoption leave shall be granted without pay.
- 43.7 Special Adoption Leave - A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service.

44. Family and Community Service Leave

- 44.1 The Department Head shall grant to an employee some or all of the available family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.

- 44.2 Such cases may include but not be limited to the following:
- 44.2.1 compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 44.2.2 emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 44.2.3 emergency or weather conditions, such as when flood, fire or snow or disruption to utility services etc. threaten property and/or prevent an employee from reporting for duty;
 - 44.2.4 attending to family responsibilities such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - 44.2.5 attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;
 - 44.2.6 attendance at a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
 - 44.2.7 absence during normal working hours to attend meetings, conferences or to perform other duties, for an employee holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 44.3 The maximum amount of family and community service leave on full pay which may, subject to this Award, be granted to a staff member shall be the greater of the leave provided in subclauses 44.3.1 or 44.3.2 of this clause.
- 44.3.1 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years; or
 - 44.3.2 After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of family and community service leave previously granted to the employee.
- 44.4 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as described in 1.1.3 of clause 40, Personal/Carer's Leave - August 1996, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 44.5 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 1.1.3 of clause 40 of this Award shall be granted when paid family and community service leave has been exhausted.

45. Trade Union Leave

- 45.1 The granting of leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:
- 45.1.1 annual or biennial conferences of the delegate's union;
 - 45.1.2 meetings of the union's Executive, Committee of Management or Councils;
 - 45.1.3 annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

- 45.1.4 attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- 45.1.5 attendance at meetings called by the Secretary of the Treasury, as the employer for industrial purposes, as and when required;
- 45.1.6 giving evidence before an Industrial Tribunal as a witness for the trade union;
- 45.1.7 local meetings between the Union and Management

46. Supplementary Labour

- 46.1 The parties to this agreement recognise that at times of peak workloads and when staff are on long term absences there may be a requirement to use supplementary labour in order to meet criteria deadlines.
- 46.2 This supplementary labour may be casual or temporary and;
 - 46.2.1 arranged through or with an Employment Agency of bona-fide contractors; or
 - 46.2.2 in accordance with the provisions of the Government Sector Employment Act 2013.
- 46.3 It is not the Department's intention to use supplementary labour as an alternative to filling vacant permanent positions.

47. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 47.1 The entitlement to salary package in accordance with this clause is available to:
 - 47.1.1 permanent full-time and part-time employees;
 - 47.1.2 temporary employees, subject to the Department or agency's convenience; and
 - 47.1.3 casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 47.7.
- 47.2 For the purposes of this clause:
 - 47.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification in Table 1 - Wages of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 47.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 47.3 By mutual agreement with the Secretary of the Treasury, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - 47.3.1 a benefit or benefits selected from those approved by the Secretary of the Treasury; and
 - 47.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary of the Treasury for the benefit provided to or in respect of the employee in accordance with such agreement.
- 47.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 47.5 The agreement shall be known as a Salary Packaging Agreement.
- 47.6 Except in accordance with subclause 7.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Secretary of the Treasury at the time of signing the Salary Packaging Agreement.
- 47.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 47.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - 47.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 47.7.3 subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 47.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 47.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 47.9.1 Police Regulation (Superannuation) Act 1906;
 - 47.9.2 Superannuation Act 1916;
 - 47.9.3 State Authorities Superannuation Act 1987; or
 - 47.9.4 State Authorities Non-contributory Superannuation Act 1987,
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 47.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 7.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 47.11 Where the employee makes an election to salary package:
- 47.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 47.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this agreement or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee in Table 1 - Wages of this Award if the Salary Packaging Agreement had not been entered into.

- 47.12 The Secretary of the Treasury may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 47.13 The Secretary of the Treasury will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

48. Workplace Reform Program

- 48.1 The parties agree that this Award, in providing a single classification and rate of pay for all tradespersons in the Fleet Section, including appropriate allowances, provides appropriate compensation in recognition of multi-skilling and changes made to working arrangements through consultation and cooperation. Workplace reform will continue - but not limited to - the following issues:

Consultation with the parties in relation to the implementation of this Award, and

Ensuring Equal Employment Opportunity and recognition of merit.

49. Calculations

- 49.1 In relation to Part B of this Award, and specifically Tables 1, 2 and 3, per week amounts are rounded to the nearest ten cents, per day to the nearest cent, and per hour to the cent.

50. No Extra Claims

- 50.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 50.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

51. Area, Incidence and Duration

51. The Crown Employees (Fire & Rescue NSW Tradespersons) Award 2014 rescinds and replaces the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012, published 29 June 2012 (237 I.G. 923) as varied..
- 51.1 The Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012 was an amalgamation of the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008 and the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award.
- 51.2 The Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award was made following a review under Section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Fire Brigade (Maintenance, Construction And Miscellaneous Staff) Award, published 8th July 2004 (345. I.G. Part 3) as varied. This Award rescinds and replaces the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award published 15 February 2008 (364. I.G. 1276) as varied.
- 51.3 The Award published 9th February 2001 rescinded and replaced the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award published 9th March 1977 and reprinted 15th November 1991 (265. I.G. 1518), and all variations thereof and the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) 1994 Expense Related Allowances Award published 5th July 1996 (293. I.G. 853) and all variations thereof.

- 51.4 Changes that were made to the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award were as a result of an Award Review pursuant to Section 19 of the Industrial Relations Act 1996 and the Principles for Review of Awards - State Decision 1998.
- 51.5 Historically rates of pay and wage related allowances expressed in the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award have had a nexus with the Crown Employees Wages Staff (Rates of Pay) Award and its successors. However, after the date of the making of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2011 this nexus will cease.
- 51.6 This Award shall apply to all employees in the classifications specified in Part B, Monetary Rates, Table 1 - Wages in the employment of Fire & Rescue NSW.
- 51.7 This Award shall operate from 1 July 2014 and remain in force for a one-year period until 30 June 2015, and thereafter until rescinded.

PART B

MONETARY RATES

Table 1 - Wages

Classifications from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Clause 4, Rates of pay	From 10/7/2014 2.27% per week \$
Classification	
(a) Electrical Department - Automotive Electrical	1006.20
Battery Fitter	1006.20
Electrical Fitter	1006.20
Trades Assistant (Electrical Department)	807.90
Labourer-General (Electrical Department)	650.70
(b) Workshops Department - Blacksmith/Welder	953.20
Bodymaker	943.30
Draughtsperson - 1st year	871.30
- 2nd year	910.20
- 3rd year	953.20
- 4th year	1006.20
- thereafter	1053.80
Welder	953.20
Fitter and/or Turner	917.40
Motor Mechanic	943.30
Motor Trimmer	943.30
Painter (Vehicle)	943.30
Panel Beater	943.30
Signwriter (Vehicle)	917.40
Trades assistant (Mechanical Workshops)	779.50
Labourer - General (Mechanical Workshops)	650.70

(c) Boot Factory - Bootmaker	910.20
(d) Building Maintenance Department - Draughtsperson Building services	
- 1st year	1006.20
- 2nd year	1024.80
- 3rd year	1043.40
- 4th year	1062.20
- thereafter	1091.20
Plumber	953.20
Bricklayer	943.30
Carpenter	943.30
Painter	943.30
Plasterer	943.30
Labourer - Builders	926.50
(e) Cleaner -	834.80
Stores Assistant	878.90
Sailmaker	917.40
(h) Hose Repair Department - Hose Assembler and Repairer	871.30

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Classifications from NSW Fire Brigades Maintenance and Miscellaneous Staff
Enterprise Agreement 2008**

	10/7/2014 2.27% per week \$
COMMUNICATION SECTION	
Electronic Technician	
- 1st year	1298.30
- 2nd year	1337.50
- 3rd year	1361.30
- 4th year	1390.20
Instrument Maker	1147.50
Radio Mechanic	1095.60
Telephone Mechanic	1095.60
Electronic Tradesperson	1258.40
Electrical Mechanic	1095.60
Trades Assistant	880.00

	10/7/2014 2.27% per week \$
FLEET SECTION	
Fire Vehicle Repairer	
- 1st Year	1110.00
- Thereafter* (Rate = 1st Year + FEA)	1184.60
Trades Assistant	848.90

*inclusive of the Fire Equipment Allowance after 12 months continuous service.

	10/7/2014 2.27% per week \$
APPRENTICES**	
- 1st year	444.50
- 2nd year (Rate = 2nd Year + NT FEA)	640.10
- 3rd year (Rate = 3rd Year + NT FEA)	804.50
- 4th year (Rate = 4th Year + NT FEA)	919.00
- Adult (Rate = Adult + NT FEA)	919.00

** inclusive in rate after 12 months continuous service an apprentice receives the (Non Trades Staff) Fire Equipment Allowance.

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Table 2 - Other Rates and Allowances
from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and
Miscellaneous Staff) Award**

Item	Clause 10, Additional Wage Rates	10/7/2014 2.27% \$
1	10.1 Electricians: An electrician who is the holder of A Grade Licence (per week) B Grade Licence (per week)	44.50 24.00
2	10.2 Lead Burner - The ordinary rates for lead shall be calculated by adding to the rate prescribed for journey person Plumbers in this Award (per hour)	0.82
3	10.3 Plumber when required to act on a Plumbers Licence (per hour)	1.17
4	10.3.2 When required to act on a Gasfitters Licence (per hour)	1.17
5	10.3.3 When required to act on a Drainers Licence (per hour)	0.96
6	10.3.4 When required to act on a Plumbers and Gasfitters Licence (per hour)	1.56
7	10.3.5 When required to act on a Plumbers and Drainers Licence (per hour)	1.56
8	10.3.6 When required to act on Gasfitters and Drainers Licence (per hour)	1.56
9	10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's Licence (per hour)	2.11
10	10.5 Electric Welding Certificate (per hour)	0.66
11	10.6 Computing Quantities (per day)	5.26
12	10.7 Certificate of Registration (per hour)	0.69
Clause 20. Special Rates		
13	20.3.2 Plasterers working on swing scaffold (per hour)	0.78
14	20.4 Hot Places (per hour)	0.70
15	20.6 Wet Places - Water other than rain (per hour)	0.70
16	20.6.2 Plumber in the rain (per hour)	0.70
17	20.6.3 Knee deep water/mud (per day)	5.75
18	20.7 Swinging Scaffolds for the first four hours or any portion thereof, and For each hour thereafter	5.26 1.07
19	20.8 Plasterers working on swing scaffold (per hour)	0.16
20	20.10 Roof work (per hour)	0.88
21	20.11 Electric Welding (per hour)	0.26
22	20.12 Explosive Powered Tools (per day)	2.42
23	20.13 Scaffolding Rigging (per hour)	0.70

24	20.16 Distant Places- 20.16.1 West and North of State Highway 17 etc (per day) 20.16.2 Western Division (per day) 20.16.3 Snowy River to Dalgety etc (per day)	1.08 1.77 1.77
25	20.18 Painters - burning off paint and applying the first coat (per hour) Clause 20.22 Chokages	0.69
26	Chokages (per day or part of a day)	7.46

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Table 3 - Allowances from NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

Item	ALLOWANCES	10/7/2014 2.27% \$
1	Team Leader Allowance (per week)	166.80
2	Technician Allowance (per week)	139.80
3	Heavy Vehicle Inspectors Allowance (per day)	2.05
4	On Call Allowance - Monday to Friday (per day)	19.78
5	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	30.11

Item	Clause 20, SPECIAL RATES	10/7/2014 2.27% \$
1	20.1.1 Confined Spaces	0.94
2	20.1.2 Dirty Work	0.79
3	20.3.1 Height Pay - 7.5 metres	0.84
4	20.3.1 Height Pay - every metre beyond	0.26
5	20.5 Insulation Material	0.79
6	20.5 Insulation Material - if Silicate	0.94
7	20.9 Spray Applications	0.79
8	20.17.1 Applying Noxious Substances - Epoxy	0.94
9	20.17.2 Applying Noxious Substances - Air Conditioning	0.61
10	20.17.4 Applying Noxious Substances - Close Proximity	0.77
11	20.20 Asbestos Eradication	2.61

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

	10/7/2014 per week \$
Clause 16, TOOL ALLOWANCES	
Bodymaker	29.10
Motor Mechanic	29.10
Painter(Vehicle)	7.10
Panel Beater	29.10
Automotive Electrician	29.10
Electronic Technician	15.20
Instrument Maker	15.20
Radio Mechanic	15.20
Telephone Mechanic	15.20

Fitter	29.10
Electronic Tradesperson	15.20
Apprentices	
Motor Mechanic	29.10
Automotive Electrician	29.10
Fitter	29.10
Electronic Technician	15.20

Increases in the Tool Allowance will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

Clause 18, FIRE EQUIPMENT ALLOWANCE	10/7/2014 2.27% per week \$
Fire Equipment Allowance (FEA) - Trades**	74.60
Fire Equipment Allowance (FEA) - Non Trades	55.80

** At the completion of 12 months continuous service

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 23, MEAL ALLOWANCE	10/7/2014 per meal \$
1	After 1½ hour overtime	14.10
2	Each 4 hours thereafter	12.10

Item	Clause 24, TRAVELLING TIME AND OTHER FARES	10/7/2014 per day \$
1	Other than Builders' Labourers	22.70
2	Employer providing transport	9.10

Item	Clause 34, INSURANCE OF TOOLS	10/7/2014 Per year \$
1	Maximum claim for loss of tools	1,691.34

Increases in meal allowance, travelling time and other fares and insurance of tools will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

R. P. BOLAND J , *Acting President*

(700)

SERIAL C8211

CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED FIREFIGHTING STAFF) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(No. IRC 361 of 2014)

Before The Honourable Justice Walton, President

9 May 2014

VARIATION

1. Delete subclause 34.2 of clause 34, Area, Incidence and Duration of the award published 25 March 2011 (371 I.G. 273) and insert in lieu thereof:
 - 34.2 This Award shall take effect on and from 17 June 2011 and shall remain in force until 29 May 2014.
2. Delete Table 1- Payment Entitlement Codes of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Payment Entitlement Codes

The following rates of pay are effective from the beginning of the first pay period to commence on or after the date shown.

Clause No.	Description	Code	17 June 2011 \$	24 February 2012 \$	22 February 2013 \$	21 June 2013 \$	21 February 2014 \$
6.3	Fortnightly Retainer Captain A	A	109.80	112.50	115.30	115.30	117.90
6.3	Fortnightly Retainer Captain B Deputy Captain A	B	98.90	101.40	103.90	103.90	106.30
6.3	Fortnightly Retainer Deputy Captain B	C	74.30	76.20	78.10	78.10	79.90
6.3	Fortnightly Retainer Firefighter A	D	56.40	57.80	59.30	59.30	60.60
6.3	Fortnightly Retainer Firefighter B	E	42.20	43.30	44.40	44.40	45.40
6.3	Fortnightly Retainer Firefighter C	F	28.30	29.0	29.70	29.70	30.40
6.3	1st Hour Captain	G	32.62	33.44	34.28	34.28	35.06
6.3	1st Hour CFR Captain	G1	-	-	-	36.68	37.51
6.3	1st Hour Deputy Capt. Firefighter Levels A,B,C	H	28.26	28.97	29.69	29.69	30.36
6.3	1st Hour CFR Deputy Captain, CFR Firefighter Levels A,B,C	H1	-	-	-	31.77	32.49
6.3	Each Subsequent half hour or part Captain	I	16.31	16.72	17.14	17.14	17.53
6.3	Each Subsequent half hour or part CFR Captain	I1	-	-	-	18.34	18.76
6.3	Each Subsequent half hour or part Deputy Capt. Firefighter Levels A,B,C	J	14.13	14.48	14.85	14.85	15.18
6.3	Each Subsequent half hour or part CFR Deputy Captain, CFR Firefighter Levels A,B,C	J1	-	-	-	15.89	16.25

6.7.3, 9.1.1, 9.2.1, 9.2.3, 9.3.1, 20.1, 20.5.5 & 29.2	Kilometre Allowance	K	1.08	1.10	1.13	1.13	1.16
6.7.1	Stand By Rate per hour	L	62.83	64.40	66.01	66.01	67.51
8.2.2 & 29.4.2	Meal Allowance	M	25.80	25.80	27.10	27.10	27.70
8.2.1	Refreshment Allowance	N	12.90	12.90	13.55	13.55	13.85
6.8.1.1	Royal Easter Show Captain per hour	O	50.18	51.44	52.73	52.73	53.93
6.8.1.2	Royal Easter Show Deputy Capt, Firefighter Levels A, B, C, per hour	P	43.47	44.56	45.67	45.67	46.71

3. This variation shall take effect from 9 May 2014,

M. J. WALTON J, *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED FIREFIGHTING STAFF) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(No. IRC 134 of 2013)

Before The Honourable Justice Walton, President

9 May 2014

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2014.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 All references in this Award to Firefighter, Deputy Captain or Captain shall also be taken to be a reference to CFR Firefighter, CFR Deputy Captain and CFR Captain respectively and vice versa, excepting for Table 2 of Part B and any other specific reference to CFR in this Award.

2. Index

Clause No.	Subject Matter
1.	Introduction
2.	Index
3.	Basic Wage
4.	Definitions
5.	Intentions and Commitments
6.	Rates of Pay and Allowances
7.	Higher Duties
8.	Meals and Refreshments
9.	Use of Personal Transport
10.	Annual Leave
11.	Compassionate Leave
12.	Long Service Leave
13.	Military Leave
14.	Parental Leave
15.	Carer's Leave
16.	Sick Leave
17.	Special Leave for Union Activities
18.	Court Attendance Entitlements
19.	Training Course Attendance Entitlements
20.	Travelling Compensation
21.	Transfers
22.	Procedures Regarding Reports and Charges
23.	Acknowledgment of Applications and Reports
24.	Training and Staff Development
25.	Protective Clothing and Uniforms

26. Disputes Avoidance Procedures
27. Organisational Change under clause 27.2
28. Attendance and Availability Requirements
29. Attendance at Major Emergencies
30. Alcohol and Other Drugs
31. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
32. Employees' Duties
33. Anti-Discrimination
34. No Extra Claims
35. Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Retainers
- Table 2 - Rates of Pay
- Table 3 - Allowances
- Table 4 - Authorised Duties
- Table 5 - Travelling Compensation Allowances

3. Basic Wage

- 3.1 This Award, in so far as it fixes rates of pay, is made by reference and in relation to a basic wage for adults of \$121.40 per week.
- 3.2 The said basic wage may be varied by the Commission under subclause 2 of Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the Industrial Relations Act 1996.
- 3.3 A reference in this Award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

4. Definitions

"Brigade" for the purposes of this Award means any individual brigade of Fire and Rescue NSW constituted under the Fire Brigades Act 1989.

"Commissioner" means Commissioner of the Department holding office as such under the Government Sector Employment Act 2013.

"CFR" means Community First Responder, the medical first response role performed by CFR firefighters as at 21 June 2012 in support (but not in lieu) of the Ambulance Service of NSW.

"CFR Brigade" means any Brigade that is designated as such by Fire & Rescue NSW from time to time and such designation may be attached or withdrawn following consultation with the Union.

"CFR firefighter" means an employee who is both attached to a CFR Brigade and who is qualified to undertake CFR duties. Any retained firefighter attached to a CFR Brigade may request CFR training and then shall be provided with such training as soon as practicable. Any CFR firefighter may at any time elect to relinquish their CFR qualification and classification.

"Department" means Fire and Rescue NSW established by the Fire Brigades Act 1989 and as a Public Service Executive Agency under Schedule 1 of the Government Sector Employment Act 2013.

"Emergency Meal" means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le

Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

"Employee" means a person classified by the Department as a Retained Firefighter and appointed as a Volunteer Firefighter pursuant to the provisions of the Fire Brigades Act 1989.

"Fire District" has the same meaning as in the Fire Brigades Act 1989.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Pittwater, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call or any other emergency incident attended by Fire and Rescue NSW.

"Merit selection" means a fair, transparent, impartial process that assesses the merit of all applicants so that the employee selected is the applicant who is the most suitable to perform the duties of the vacant position.

"Refreshments" means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist - Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

"Retainer" means the relevant amount set out at the Entitlement Codes at subclause 6.3.1.1 that is paid per fortnight to employees in accordance with their classification, less the fortnightly equivalent of any contribution required pursuant to the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2012 or its successors.

"Service" for the purposes of determining leave entitlements, means continuous service.

"Special Leave Without Pay" means a period of approved unpaid leave during which the employee's retainer shall be unaffected.

"Substantial Meal" means a meal identified in the Department's Incident Ground Meals Guide, as published at the date of the making of this Award, or a meal of a similar nutritional and sensory quality standard.

"Union" means the Fire Brigade Employees' Union of New South Wales.

5. Intentions and Commitments

- 5.1 The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.
- 5.2 The specific commitment in relation to this Award is for the parties to jointly investigate, agree upon and ensure the introduction of a software application that shall be used by all employees in receipt of the RTAS allowance to declare their compulsory availability and, if they elect, any additional availability that they may wish to declare, and to monitor their brigade's availability on both a projected and real-time basis.

6. Rates of Pay and Allowances

- 6.1 Rates of pay and Retainers shall be paid in accordance with the Entitlement Codes for an employee's classification, as prescribed in subclause 6.3.1. The monetary amounts corresponding to the Entitlement Codes are as set out in Tables 1 and 2 of Part B, Monetary Rates.
- 6.2 The Retainers are paid in recognition of and compensation for the attendances and periods of declared availability required of employees by Clause 28, and include a loading in compensation for:
 - 6.2.1 Annual leave loading.

6.2.2 The driving and operating of all vehicles operated by appropriately qualified employees as at 30 September 1999 and rescue and hazmat vehicles outside the GSA and the Newcastle, Lake Macquarie, Wollongong, Shellharbour, Gosford, Wyong and Blue Mountains Local Government Areas. The operation of any other vehicles shall be by agreement between the Union and the Department.

6.2.3 Rescue, Cordage, Hazmat & Unit Trainer capabilities and CBT qualifications required to be held under subclause 6.3.

6.3 Retainers, Rates of Pay and Classifications

6.3.1 Entitlement Codes

6.3.1.1 Firefighter Retainers

	Retainer Level	Compulsory availability per week	Entitlement Code	
	Standard Retainers (anytime, any day of the week)			
Recruit Firefighter, Firefighter and CFR Firefighter	Base	24 hours	A	
	50%	48 hours	B	
	75%	72 hours	C	
	100%	96 hours	D	
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)			
	50%	30 hours	B	
	75%	40 hours	C	
	100%	50 hours	D	

6.3.1.2 Deputy Captain Retainers

	Retainer Level	Compulsory availability per week	Entitlement Code	
	Standard Retainers (anytime, any day of the week)			
Deputy Captain and CFR Deputy Captain	Base	24 hours	E	
	50%	48 hours	F	
	75%	72 hours	G	
	100%	96 hours	H	
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)			
	50%	30 hours	F	
	75%	40 hours	G	
	100%	50 hours	H	

6.3.1.3 Captain Retainers

	Retainer Level	Compulsory availability per week	Entitlement Code	
	Standard Retainers (anytime, any day of the week)			
Captain and CFR Captain	Base	24 hours	I	
	50%	48 hours	J	
	75%	72 hours	K	
	100%	96 hours	L	
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)			
	50%	30 hours	J	
	75%	40 hours	K	
	100%	50 hours	L	

6.3.1.4 Hourly Rates

Classification	1st Hour	Each subsequent half-hour or part thereof
Recruit Firefighter	M	N
Firefighter	O	P
CFR Firefighter	Q	R
Deputy Captain	S	T
CFR Deputy Captain	U	V
Captain	W	X
CFR Captain	Y	Z

6.3.2 Transitional arrangements

- 6.3.2.1 Employees who on 29 May 2014 held the classification of Firefighter C and who commenced employment on or after 1 January 2014 shall on and from 30 May 2014 be re-classified as Recruit Firefighter.
- 6.3.2.2 Employees who on 29 May 2014 held the classification of Firefighter C and who commenced employment prior to 1 January 2014 shall on and from 30 May 2014 be re-classified as Firefighter.
- 6.3.2.3 Employees who on 29 May 2014 held the classification of Firefighter A or Firefighter B or CFR Firefighter A, CFR Firefighter B or CFR Firefighter C shall on and from 30 May 2014 be re-classified as Firefighter or CFR Firefighter respectively.
- 6.3.2.4 Employees who on 29 May 2014 held the classification of Deputy Captain A or B or CFR Deputy Captain A or B shall on and from 30 May 2014 be re-classified as Deputy Captain or CFR Deputy Captain respectively.
- 6.3.2.5 Employees who on 29 May 2014 held the classification of Captain A or B or CFR Captain A or B shall on and from 30 May 2014 be re-classified as Captain or CFR Captain respectively.
- 6.3.2.6 Once re-classified, all employees shall commence on the Base level of the Standard Retainer for their classification.
- 6.3.3 All new employees shall commence employment in the classification of Recruit Firefighter and on the Base level of the Standard Retainer, and shall not progress to a higher and/or Weekday Retainer other than in accordance with subclause 6.3.6.
- 6.3.4 Progression from Recruit Firefighter to Firefighter shall be subject to six (6) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter.
- 6.3.4.1 Failure to achieve progression to Firefighter within a reasonable time, will result in the employee being considered unsuitable for continued employment, and the employment of such an employee will be terminated accordingly. In such circumstances, the Department will advise the Union that the services of the employee are to be terminated.
- 6.3.4.2 The reference to "reasonable time" in subclause 6.3.4.1 means a period in excess of six (6) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all the circumstances of the case of the employee concerned.

- 6.3.5 Progression from Firefighter to Deputy Captain or Captain, or from Deputy Captain to Captain shall in each case be subject to a vacancy and shall be determined solely on the basis of merit selection.
- 6.3.6 Progression from one Standard Retainer to any higher Standard Retainer, or from one Standard Retainer to any Weekday Retainer, or from one Weekday Retainer to any higher Weekday Retainer shall be subject to the occurrence of a vacancy and shall be determined solely on the basis of merit selection. The number of higher and/or Weekday Retainers available at any brigade (if any) will remain solely at the Department's discretion and subject to expansion or reduction pursuant to subclause 6.3.7.
- 6.3.7
- 6.3.7.1 An employee who applies for and is subsequently appointed to a higher Standard Retainer and/or a Weekday Retainer may be transferred to a lower Retainer, either Standard or Weekday, without the employee's consent provided; firstly, that the Department provides the employee(s) concerned with at least one month's written notice of such transfer; and secondly, that such transfers are applied as equitably within the brigade as reasonably possible in the circumstances; and thirdly, that the employee's transfer is not a consequence of disciplinary action, in which case neither of the preceding requirements will apply and the transfer may be affected immediately.
- 6.3.7.2 An employee's Retainer (Standard or Weekday) and Level (Base, 50%, 75% or 100%) shall remain unaffected by a change in the employee's classification. By way of example, a Firefighter on a Weekday 50% Retainer under subclause 6.3.1.1 at the time of their appointment to Deputy Captain would continue on a 50% Weekday Retainer under subclause 6.3.1.2 until transferred to a higher Retainer pursuant to subclause 6.3.6, or to a lower Retainer pursuant to subclause 6.3.7.1.
- 6.3.8 Progression of employees to their corresponding CFR classification (Firefighter, Deputy Captain or Captain, whichever applies) shall be subject to:
- 6.3.8.1 attachment to a CFR Brigade; and
- 6.3.8.2 the satisfactory completion of the training and/or training competencies specified for CFR duties.
- 6.4 Employees appointed as Unit Trainers shall receive payment at the rates prescribed at Items W and X when delivering training at normal station drills, for the duration of the drill.
- 6.5 Calculation of Payment for Duties Performed
- 6.5.1 Employees shall be paid, subject to the provisions of subclauses 6.5.2 and 6.5.3, for the total period of time spent performing duties, which shall be calculated as follows:
- 6.5.1.1 Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours.
- 6.5.1.2 Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 29.5.
- 6.5.1.3 Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.
- 6.5.1.4 Royal Easter Show - periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 6.9.

- 6.5.1.5 In all other instances - employees shall be paid for the period that elapses from the time the employee signed on in the occurrence book at the employee's station, until the time such employee signs off in the occurrence book at the employee's station.
- 6.5.2 The minimum periods of payment shall be as follows:
- 6.5.2.1 Attendance at an incident, hazard reduction, and unit training - a minimum payment of one hour. All subsequent time thereafter shall be paid to the half hour.
- 6.5.2.2 Regular drills - a minimum payment of two hours.
- 6.5.2.3 All other authorised duties (excepting Travelling Time) - a minimum payment of one hour. All subsequent time to be paid to the minute.
- 6.5.2.4 Travelling time - where an employee is entitled to travelling time in terms of this Award, all such time shall be paid to the minute.
- 6.5.2.5 Relief Duties - where an employee performs relief duties in accordance with subclause 6.8 for two hours or less, such employee shall receive a minimum payment of two hours for each such relief. All subsequent time thereafter shall be paid to the minute.
- 6.5.2.6 Attendance at scheduled weekend training courses and zone conferences - a minimum payment of eight hours per day spent in attendance.
- 6.5.2.7 Except in the case of regular drills and authorised duties, where the purpose for which an employee was required to report for duty is completed, the employee shall be released.
- 6.5.3 An employee who attends either the station or the incident within 30 minutes of notification shall for each such attendance be entitled to payment pursuant to subclause 6.5.2.1 unless the employee was already performing duty at the time of the notification (for example, the employee had returned from a previous incident but had not signed off in the occurrence book prior to notification of the subsequent incident).
- 6.5.4 If the non-availability of retained firefighting staff at any brigade requires the Department to maintain minimum staffing with either a permanent firefighter, or a retained firefighter from another station pursuant to subclause 6.7, then only those employees who had declared their availability shall be responded until such time as the minimum staffing by that brigade's employees is restored and the permanent firefighter or retained firefighter performing relief duties has been released, whereupon the ordinary notification and response of employees attached to the brigade shall resume.
- 6.6 Attendance at Authorised Meetings and Other Duties
- 6.6.1 Where an employee is required to attend meetings or to perform other authorised duties, payment shall be made at the appropriate rate of pay for the employee's classification pursuant to subclause 6.5.1.5. Such authorised duties include, but are not limited to, those duties that are set out in Table 4 - Authorised Duties, of Part B, Monetary Rates.
- 6.6.2 Employees seeking to attend meetings and/or perform duties in accordance with subclause 6.6.1 which are not referred to in the said Table 4 must receive authorisation from the relevant Captain, Inspector or higher ranking officer prior to the performance of such duties.
- 6.7 Relief Duties
- 6.7.1 Where an employee is required to maintain minimum staffing due to the non-availability of retained or permanent firefighting staff at another station, or permanent firefighting staff at the employee's own station, such employee shall be paid the amount prescribed at Entitlement Code

"RD2" of Table 2 of Part B for the first two hours, or part thereof, and at the rate prescribed at Entitlement Code "RDH" of Table 2 of Part B for any period thereafter which elapses from the time the employee signed on in the occurrence book of the relief station, until the time such employee signs off in the occurrence book of the relief station. Provided that employees who perform relief duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the relief.

6.7.2 Employees who relieve at a station other than their own shall be paid the appropriate rate per hour prescribed for the employee's classification for the duration of the forward and return journeys between the employee's station and the location of the relief. All such time shall be paid to the minute.

6.7.3 Where it is necessary for an employee to use the employee's private vehicle to perform relief duties, such employee shall be paid the rate per kilometre prescribed at Entitlement Code "KM" of Table 3 of Part B for the forward and return journeys between their residence and their station, and the forward and return journeys between their station and the location of the relief.

6.8 Attendance at the Royal Easter Show

6.8.1 The following hourly rates shall be paid to employees working at the Royal Easter Show:

6.8.1.1 For Recruit Firefighter and Firefighter, the rate prescribed at Entitlement Code "RASf" of Table 2 of Part B of this Award.

6.8.1.2 For Deputy Captain, the rate prescribed at Entitlement Code "RASDC" of Table 2 of Part B of this Award.

6.8.1.3 For Captain, rate prescribed at Entitlement Code "RASC" of Table 2 of Part B of this Award.

6.8.2 The rates prescribed in 6.8.1 above are all incidence of employment rates and, standing anything else prescribed in this Award, employees receiving such rates shall:

6.8.2.1 only be entitled to be paid for the hours actually worked at the Royal Easter Show. Provided that, if an employee cannot attend for duty due to illness or incapacity and provides a medical certificate pursuant to subclause 16.3 then the employee shall be entitled to be paid for the hours that would have otherwise been worked.

6.8.2.2 not be entitled to any payment or compensation for travelling time or travelling costs in connection with attendance at the Royal Easter Show;

6.8.2.3 not be entitled to any payment or compensation with respect to either meals (except as provided for 6.8.4) and/or accommodation in connection with attendance at the Royal Easter Show;

6.8.2.4 not be entitled to the payment of overtime or downtime in connection with attendance at the Royal Easter Show.

6.8.3 All payments made under this subclause shall count for the purpose of any paid leave.

6.8.4 In the event that the employees attend an incident while working at the Royal Easter Show such employees shall be entitled to the provisions of Clause 8 - Meals and Refreshments.

6.8.5 Attendance at the Royal Easter Show shall be treated as a period of authorised absence for the purposes of subclause 28.2.

6.9 RTAS Allowance

6.9.1 The Retained Telephone Alerting System Allowance prescribed at Entitlement Code "RTAS" of Table 3 of Part B of this Award shall be paid to employees who provide the Department with a valid telephone number in compensation for the maintenance of that primary contact number and the use of an agreed software application to declare their compulsory availability and, if they elect, any additional availability that they may wish to declare, and to monitor their brigade's availability on both a projected and real-time basis.

6.10 Overtime

6.10.1 Where an employee works in excess of ten (10) consecutive hours, such employee shall be paid at overtime rates for the hours worked in excess of ten (10). Provided that the provisions of this subclause shall not apply to employees receiving payment under either Clause 29, Attendance at Major Emergencies, subclause 6.7, Relief Duties or subclause 6.8, Attendance at the Royal Easter Show.

6.10.2 Overtime shall be paid for at the rate of time and one half for the first two (2) hours and at the rate of double time thereafter, for the rate(s) prescribed for the employee's classification, provided that all overtime shall be paid to the half hour in accordance with subclause 6.5.2.1.

6.10.3 Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be paid at overtime rates for all hours worked on each such day. For the purposes of this subclause, additional public holidays shall not include local public holidays.

6.11 Overpayments

6.11.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly remuneration.

6.11.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.

6.11.3 The recovery rate of 10% of an employee's gross fortnightly remuneration referred to in subclause 6.11.1, may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.

6.11.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 6.11.1, the Department shall have the right to deduct any balance of such overpayment from any monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

6.12 Payment of Monies

6.12.1 Employees shall be paid fortnightly.

6.12.2 Payments shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and Union.

6.12.3 Employees shall be paid within two pay periods of the date of any work performed under this Award.

6.13 Payroll Deductions

6.13.1 Except as provided for in subclause 6.13.2, all salary deductions shall be made in accordance with Treasury Guidelines.

6.13.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.

6.14 Method of Calculation of any Future Adjustment

6.14.1 The Retainers at Table 1 of Part B shall in future be adjusted by calculating the increase for each 100% Level Retainer to the nearest cent and then calculating the remaining Levels for each classification by the corresponding percentage, with the Base Level Retainer at subclause 6.3.1.1 to be calculated at 25% and the Base Level Retainers at subclauses 6.3.1.2 and 6.3.1.3 to be calculated at 37.5%.

6.14.2 The Rates of Pay for Entitlement Codes M to Z inclusive at Table 2 of Part B shall in future be adjusted:

6.14.2.1 firstly, by calculating the increase for the Deputy Captain classification to the nearest cent to arrive at a new 1st hour, 100% rate and:

6.14.2.2 secondly, by then multiplying the new 100% rate by 80%, by 90% and by 112% and rounding each result to the nearest cent to arrive at the new rate for the Recruit Firefighter, Firefighter and Captain classifications respectively, and

6.14.2.3 thirdly, by then multiplying the new 100% rate and each of the new rates produced by subclause 6.14.2.1 by 107% and then rounding each result to the nearest cent to arrive at the new rates for the corresponding CFR classifications, and

6.14.2.4 finally, by then dividing each of the new 1st hour rates produced by this subclause by two and then rounding to the nearest cent in order to arrive at the corresponding new half hour rate for each classification.

6.14.3 The Rates of Pay for Entitlement Codes RASF, RASDC and RASC at Table 2 of Part B shall in future be adjusted:

6.14.3.1 firstly, by calculating the increase for the firefighter rate at Entitlement Code RASF to the nearest cent, and

6.14.3.2 secondly, by then subtracting the new Firefighter rate at Entitlement Code O from the new Royal Easter Show firefighter rate at Entitlement Code RASF, and

6.14.3.3 thirdly, by then adding the amount produced at subclause 6.14.3.1 to the new Deputy Captain rate at Entitlement Code S and to the new Captain rate at Entitlement Code W to arrive at the new Royal Easter Show rates for the Deputy Captain and Captain classifications at Entitlement Codes RASDC and RASC respectively.

6.14.4 The Retainers, wages and wage-related allowance amounts at Tables 1, 2 and 3 of Part B of this Award reflect the employer obligation to pay a Superannuation Guarantee during the life of this Award at 9.5% for 2014/15 and 10% for 2015/16. In the event that the superannuation quantum varies which results in a lesser amount than is set out here, the notional savings arising from that lesser obligation may be distributed to the Retainers, wages and wage-related allowance amounts at Tables 1, 2 and 3 of Part B of this Award in the form of a higher corresponding percentage wage increase subject to overall remuneration increases not exceeding 2.5 per cent per annum. On each occasion of such a difference between the current obligation and the one that eventuates, the parties are obliged to vary this Award by consent to reflect the necessary adjustments to the Retainers, wages and wage related allowances.

7. Higher Duties

- 7.1 In selecting Firefighters to perform Higher Duties at the Deputy Captain classification, or Deputy Captains (including Acting Deputy Captains) to perform Higher Duties at the Captain classification, a merit based selection process need not be applied provided, firstly, that in making such appointments the Department shall have regard to the principles of equitably sharing career development opportunities, and secondly, that as soon as it becomes known that the duration of the relief may last for two months or more then expressions of interest are to be called for from employees holding the relevant classification and determined on the basis of merit selection.
- 7.2 An employee shall not be entitled to perform Higher Duties unless the employee is qualified to perform such duties.
- 7.3 An employee performing Higher Duties shall be paid for the period of relief, the difference between the employee's usual hourly rates of pay and the hourly rates of pay for the classification in which the Higher Duties are performed. Provided that:
- 7.3.1 The difference between the employee's Retainer payment and the Retainer payment for the classification in which the Higher Duties are performed shall not be paid unless the Higher Duties are performed for a continuous period of seven days or more; and
- 7.3.2 The employee shall do so at their ordinary Retainer Level (eg, Base, 50%, 75% or 100%) and not at the Level of the employee into whose position they are acting unless the employee who is performing the Higher Duties agrees otherwise.
- 7.4 Attendance at an Incident
- 7.4.1 Any Higher Duties entitlement in terms of this clause which was actually being paid, or which should have been paid, during a period immediately prior to an incident, shall not be diminished as a consequence of the incident.
- 7.4.2 Except as provided for in 7.4.1, the only other circumstances under which a Higher Duties payment is to be made during an incident is in a case where neither the Captain nor the Deputy Captain of that Brigade attends the incident. In such cases, only one employee shall be entitled to a Higher Duties payment at the Deputy Captain hourly rate of pay and that employee shall be the employee who was in charge of the Brigade for the majority of the time. To avoid doubt, in the case of attendance by multiple Retained Brigades, a Higher Duties payment shall be made to the relevant employee from each Brigade whose Captain and Deputy Captains(s) do not attend the incident.
- 7.4.3 For the purposes of 7.4.2, the term "Captain" and "Deputy Captain" shall also mean "Acting Captain" and "Acting Deputy Captain" in cases where an employee was, during the period immediately prior to the incident, the Acting Captain or Acting Deputy Captain in terms of this clause.

8. Meals and Refreshments

- 8.1 Attendance at an Incident
- 8.1.1 For the purposes of this clause, an "incident" also includes hazard reduction.
- 8.1.2 Where an employee attends an incident which extends for two hours or more Refreshments shall be provided no later than two hours after the start of the incident.
- 8.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.
- 8.2 Payment in Lieu of the Provision of Refreshments/Meals

- 8.2.1 Where Refreshments are not provided in terms of subclause 8.1.2, the Refreshment Allowance set at Entitlement Code "RA" of Table 3 of Part B, shall be paid.
- 8.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Entitlement Code "RA" of Table 3 of Part B, shall be paid.
- 8.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 8.1.3, the Meal Allowance set at Entitlement Code "MA" of Table 3 of Part B, shall be paid.8.3
Calculation of Future Adjustments to Refreshments/Meal Allowances
- 8.3.1 The allowances referred to in this clause shall be calculated as follows:
- 8.3.1.1 The Meal Allowance at Entitlement Code "MA" of Table 3 of Part B, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002 as subsequently adjusted pursuant to subclause 8.3.1.3.
- 8.3.1.2 The Refreshment Allowance at Entitlement Code "RA" of Table 3 of Part B, is half, rounded to the nearest five cents, of the amount at Entitlement Code "MA" of Table 3 of Part B.
- 8.3.1.3 The amounts specified in subclauses 8.3.1.1 and 8.3.1.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

9. Use of Personal Transport

9.1 Attendance at an incident

- 9.1.1 Where it is necessary for an employee to use the employee's private vehicle to attend an incident, the employee shall be paid at the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, per kilometre, as follows:
- 9.1.1.1 The return distance from the employee's residence to the station or the distance actually travelled on the forward and return journeys to the station, which ever is the lesser, provided that payment shall be limited in all instances to a return distance of 14 kilometres; and
- 9.1.1.2 The return distance from the station to the incident, if it is necessary for the employee to use the employee's private vehicle to travel from the station to the incident.

9.2 Attendance at Authorised Meetings and Other Duties

- 9.2.1 Where an employee is required to use the employee's private vehicle to attend such meetings or to perform such other authorised duties as prescribed in subclause 6.6, the employee shall be paid the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, of this Award per kilometre for the actual distance necessarily and reasonably travelled for that purpose.
- 9.2.1.1 Provided that where an employee is authorised to, and does, use his or her own private vehicle and the principal purpose of the journey is, or is as a consequence of, the transportation of the Department's equipment and/or appliances from one location to another, then such employee shall be paid the appropriate rate per hour prescribed for the employee's classification in addition to the rate per kilometre prescribed at Entitlement Code "KM" of Table 3 of Part B. Provided further that, for the purposes of this subclause:

- 9.2.1.1.1 An employee's turnout gear shall not be regarded as equipment.
- 9.2.1.1.2 The hourly rate shall be paid on a basis similar to travelling time. That is, no minimum period of payment and all time to be paid to the minute.
- 9.2.1.1.3 Where the reason for the journey is to attend an incident, the normal provisions of this Award shall apply in lieu of the provisions of this subclause.

9.2.2 The provisions of this clause shall not apply where transport is provided by the Department.

9.2.3 Employees who are required to attend such meetings or perform such authorised duties, but do not use their private vehicle and are therefore not entitled to claim the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, shall be entitled to claim travelling time and/or travelling expenses in accordance with clause 19, Travelling Compensation.

10. Annual Leave

- 10.1 On each anniversary of an employee's appointment to the Brigade, an employee shall be entitled to annual leave. Such annual leave shall accrue at the rate of four weeks for each completed year of service and shall be taken in multiple periods of not less than 3 consecutive days.
- 10.2 An employee with less than twelve months service may, subject to approval by the Department and the requirements of subclause 10.1, take in advance leave which has accrued.
- 10.3 Wherever possible, annual leave shall be taken within six months of the date on which the leave becomes due. Provided that, in all cases, annual leave must be granted and taken within twelve months of the date on which it becomes due.
- 10.4 As far as possible, annual leave shall be granted to coincide with the employee's leave period from the employee's primary form of employment.
- 10.5 Payment for annual leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).
- 10.6 An employee who is directed to return to duty in the case of an emergency whilst on annual leave, shall have any day or part thereof recredited.
- 10.7 An employee shall be paid in advance for a period of approved annual leave, providing such employee has given a minimum of six weeks written notice of the date on which the leave is to commence.

11. Compassionate Leave

- 11.1 An employee, other than a casual employee, shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 11.3 of this clause.
- 11.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 11.3 Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Carer's Leave as set out in subparagraph 15.1.3.2 of clause 15, Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.

- 11.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 11.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 15.2 and 15.3 of clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

12. Long Service Leave

- 12.1 Subject also to the provisions of subclause 12.9, an employee shall be entitled to long service leave calculated on the following bases:
- 12.1.1 For all continuous service prior to 1 April 1963, and provided that such previous service is also continuous with the employee's current service, at the rate of three months, for twenty years of service.
- 12.1.2 For all continuous service on and subsequent to 1 April 1963, in the case of an employee who has completed ten years service, two months long service leave and for each five years completed service thereafter, a further one month long service leave.
- 12.2 On termination of services, in respect of the number of years service with the Department since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two months for ten years service.
- 12.3 In the case of an employee who has completed at least seven years service and whose services are terminated or cease for any reason, such employee shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.4 In the case of an employee who has completed at least five years but less than seven years service and whose services are terminated by the Department for any reason, other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee (or in the event of the death of the employee, the employee's estate) shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.5 Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e. after seven (7) years) or any time thereafter. Provided that an employee shall give at least twenty (20) days notice in writing of the intention to take such leave.
- 12.6 Long service leave shall be paid at the rate of full pay which, for the purposes of this clause, shall mean the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.
- 12.7 The term "remuneration" referred to in subclause 12.6 shall include all payments made to the employee by the Department, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g., payments for meals, accommodation and for kilometres travelled).
- 12.8 An employee who is directed to return to duty in the case of an emergency while on long service leave shall have any day or part thereof recredited.
- 12.9 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:

12.9.1 employees may apply to take pro-rata Long Service leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.

12.9.2 employees may apply to take a period of Long Service leave at double pay provided that:

12.9.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.

12.9.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

12.9.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.

12.9.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

12.9.2.5 Where an employee elects to take Long Service leave at double pay, the minimum period of actual absence should be not less than one (1) week.

12.9.3 where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.

12.9.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

13. Military Leave

13.1 Military leave may be granted to employees who are volunteer part-time members of the Defence Forces Reserves.

13.2 Such leave shall be available in accordance with the following provisions on a twelve month to twelve month basis, commencing on 1 July each year:

13.2.1 For members of the Navy Reserve - thirteen calendar days for the purpose of annual training and thirteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

13.2.2 For members of the Army Reserve - fourteen calendar days for the purpose of annual training and fourteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

13.2.3 For members of the Air Force Reserve - sixteen calendar days for the purpose of annual training and sixteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

13.3 Where a Commanding Officer certifies in writing that it is obligatory for a member of the Reserves to attend training for a period that exceeds the leave granted under subclause 13.2, the Commissioner may grant further Military Leave up to four calendar days in any one Military Leave year.

13.4 Periods of approved Military Leave shall be regarded as Special Leave Without Pay.

14. Parental Leave

14.1 Definition of Parental Leave

14.1.1 For the purposes of this clause, Parental Leave is Maternity Leave, Paternity Leave or Adoption Leave.

14.1.2 Maternity Leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.

14.1.3 Paternity Leave is leave taken by a male employee who becomes a parent but is ineligible to be granted either Maternity Leave or Adoption Leave, but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.

14.1.4 Adoption Leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five years (other than a child who has previously lived continuously with the employee for a period of at least six months or who is a child or step-child of the employee or of the employee's spouse).

14.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

14.2 Entitlement to Parental Leave

14.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.

14.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 14.3.1 for paid Maternity Leave, shall be entitled to unpaid Maternity Leave of up to fourteen (14) weeks before the expected date of birth of the child.

14.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions:

14.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out.

14.2.3.2 Before the expected date of birth has completed not less than forty weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.

14.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 14.2.2 & 14.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.

14.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.

14.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 14.3.1, from the time of placement of the child.

14.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:

14.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out.

- 14.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty weeks' continuous service.
 - 14.2.5.3 The employee is to be the primary care giver of the child.
 - 14.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.
 - 14.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 14.2.4 & 14.2.5.4 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.
- 14.2.6 Paternity Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Paternity leave shall consist of:
- 14.2.6.1 an unbroken period of up to one (1) week unpaid leave at the time of the birth of the child, or other termination of the pregnancy (short paternity leave) an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service
 - 14.2.6.2 In addition to the unpaid or paid Paternity leave referred to in 14.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity leave shall not exceed fifty-two (52) weeks.
- 14.2.7 Except as provided for in subclause 14.2.3 and 14.2.5, Parental Leave shall not extend beyond a period of one year after the child was born or adopted.
- 14.3 Length of Service for Eligibility
- 14.3.1 A female employee is entitled to paid Maternity Leave or, in the case of both male and female employees, paid Paternity or Adoption Leave only if the employee has had at least forty weeks' continuous service.
 - 14.3.2 There is no minimum period of employment for eligibility for unpaid Parental Leave.
 - 14.3.3 Continuous service is service under one or more unbroken contracts of employment, including:
 - 14.3.3.1 Any period of authorised leave or absence.
 - 14.3.3.2 Any period of part-time work.
 - 14.3.3.3 Full or part-time service within the public sector.
- 14.4 Notices and Documents required to be given to the Commissioner
- 14.4.1 Maternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Maternity Leave are as follows:
 - 14.4.1.1 The female employee should give at least eight weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).

- 14.4.1.2 The female employee must, at least four weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave.
- 14.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.
- 14.4.2 Paternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Paternity Leave are as follows:
- 14.4.2.1 In the case of extended Paternity Leave, the employee should give at least ten weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.2.2 The employee must, at least four weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave.
- 14.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth.
- 14.4.2.4 In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
- 14.4.2.4.1 Any period of Maternity Leave sought or taken by his spouse.
- 14.4.2.4.2 That he is seeking that period of extended Paternity Leave to become the primary care-giver of the child.
- 14.4.3 Adoption Leave - The notices and documents to be given to the Commissioner for the purposes of taking Adoption Leave are as follows:
- 14.4.3.1 In the case of extended Adoption Leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least ten weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least fourteen days before proceeding on such leave.
- 14.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
- 14.4.3.4 In the case of extended Adoption Leave, the employee must, before the start of such leave, provide a statutory declaration by the employee stating:
- 14.4.3.4.1 Any period of Adoption Leave sought or taken by his or her spouse.
- 14.4.3.4.2 The employee is seeking that period of extended Adoption Leave to become the primary care-giver of the child.
- 14.4.4 An employee does not fail to comply with this clause if the failure was caused by:
- 14.4.4.1 The child being born (or the pregnancy otherwise terminating) before the expected date of birth.

14.4.4.2 The child being placed for adoption before the expected date of placement.

14.4.4.3 Other compelling circumstances.

14.4.5 In the case of the birth of a living child, notice of the period of leave is to be given within two weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two weeks after the placement of the child.

14.4.6 An employee must notify the Commissioner of any change in the information provided under this clause within two weeks after the change.

14.4.7 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

14.5 Continuity of Service

Parental leave does not break an employee's continuity of service, but subject to subclauses 14.5.1, 14.5.2 and 14.5.3 is not to be taken into account in calculating an employee's period of service for any other purposes.

14.5.1 Any period of paid Adoption, paid Maternity or paid Paternity Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.

14.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Paternity Leave at full pay shall count as full service for the purposes of determining all forms of leave.

14.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave in cases where at least ten years of service has been completed and unpaid Parental Leave does not exceed six months.

14.6 Simultaneous taking of Parental Leave

Subject to subclause 14.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

14.6.1 For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

14.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

14.7 Cancellation of Parental Leave

14.7.1 Before starting leave - Parental leave applied for but not commenced is automatically cancelled if:

14.7.1.1 The employee withdraws the application for leave by written notice to the Commissioner.

14.7.1.2 The pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

14.7.2 After starting leave -

If:

14.7.2.1 The pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:

14.7.2.1.1 If a child is still-born the female employee may elect to take available Sick Leave or Maternity Leave.

14.7.2.1.2 In the event of a miscarriage any absence from work is to be covered by the current Sick Leave provisions.

14.7.2.2 The child in respect of whom an employee is then on Parental Leave dies, or

14.7.2.3 The placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by the Commissioner within two weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

14.7.3 The provisions of subclause 14.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

14.8 Parental Leave and other Leave

14.8.1 An employee may take any annual leave or long service leave to which the employee is entitled instead of, or in conjunction with parental leave.

14.8.2 However, the total period of leave cannot be so extended beyond the maximum period of Parental Leave authorised by this clause.

14.8.3 The maximum period of Parental Leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on Maternity Leave.

14.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on Parental Leave, except if the paid absence is:

14.8.4.1 Annual Leave or Long Service Leave.

14.8.4.2 In the case of Maternity Leave - Sick Leave.

14.9 Employee and Commissioner may agree to interruption of Parental Leave by return to work -

14.9.1 An employee on Parental Leave may, with the agreement of the Commissioner, break the period of leave by returning to work for the Department, provided that:

14.9.1.1 A female employee who gives birth to a living child shall not resume duty until six weeks after the birth of the child, unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner.

14.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.

14.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.

14.10 Extension of period of Parental Leave

14.10.1 An employee may extend the period of parental leave once only, by giving the Commissioner notice in writing of the extended period at least fourteen days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.

14.10.2 Subject to the provisions of subclause 14.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.

14.10.3 This subclause applies to an extension of leave whilst the employee is on leave or before the employee commences leave.

14.11 Shortening of period of Parental Leave

14.11.1 An employee may shorten the period of Parental Leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen days before the leave is to come to an end.

14.12 Return to work after Parental Leave

14.12.1 An employee returning to work after a period of Parental Leave is entitled to be employed in:

14.12.1.1 The classification (if possible, at the same location) held by the employee immediately before proceeding on that leave.

14.12.1.2 If the employee was transferred to a safe job before proceeding on Maternity Leave - the classification (if possible, at the same location) held immediately before the transfer.

14.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.

14.12.3 The provisions of subclause 14.12 extend to a female employee returning to work after a period of Special Maternity Leave and Sick Leave.

14.13 Payment

14.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made:

14.13.1.1 In advance in a lump sum.

14.13.1.2 On a normal fortnightly basis.

14.13.1.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding the RTAS Allowance and payments made as

compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

14.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made:

14.13.2.1 In advance in a lump sum.

14.13.2.2 On a normal fortnightly basis.

14.13.2.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

14.14 Commissioner's Obligations

14.14.1 Information to Employees - On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:

14.14.1.1 The employee's entitlements to Parental Leave under this clause.

14.14.1.2 The employee's obligations to notify the Commissioner of any matter under this clause.

14.14.2 Records - The Commissioner must keep for at least six years, a record of Parental Leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

14.15 Termination of Employment because of Pregnancy etc

14.15.1 The Commissioner must not terminate the employment of an employee because:

14.15.1.1 The employee is pregnant or has applied to adopt a child.

14.15.1.2 The employee has given birth to a child or has adopted a child.

14.15.1.3 The employee has applied for, or is absent on Parental Leave, but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

14.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.

14.15.3 This clause does not affect any other rights of a dismissed employee.

14.16 Replacement Employees

14.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on Parental Leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).

- 14.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on Parental Leave to return to work.
- 14.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

14.17 Transfer to a Safe Job

14.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the Work Health and Safety Act 2011.

14.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows:

14.17.2.1 Where a female employee is confirmed pregnant she is to notify the Regional Commander or Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties.

14.17.2.2

14.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.

14.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.

14.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen weeks have elapsed after the birth of the child, unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's Occupational Health Physician.

14.17.2.4 Duties other than fire fighting may be undertaken after six weeks following the birth of the child, if endorsed by the Occupational Health Physician.

14.17.2.5

14.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.

14.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.

14.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.

14.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee Maternity Leave under this clause (or any available paid Sick Leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

14.18 Special Maternity Leave and Sick Leave

- 14.18.1 If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:
- 14.18.1.1 The employee is entitled to such period of unpaid leave (to be known as special Maternity Leave) as a medical practitioner certifies to be necessary before her return to work.
 - 14.18.1.2 The employee is entitled to such paid sick leave (either instead of or in addition to special Maternity Leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.

14.19 Special Adoption Leave

- 14.19.1 An employee who is seeking to adopt a child is entitled to up to two days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

14.20 Right to request

- 14.20.1 An employee entitled to parental leave may request the employer to allow the employee:
- 14.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;
 - 14.20.1.2 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.
- 14.20.2 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.
- 14.20.3 Employee's request and the employer's decision to be in writing:
- The employee's request and the employer's decision made under 14.20.1 and 14.20.2 must be recorded in writing.

14.21 Communication during parental leave

- 14.21.1 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:
- 14.21.1.1 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
 - 14.21.1.2 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.
- 14.21.2 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 and whether the employee intends to return to work.

- 14.21.3 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 14.21.1.

15. Carer's Leave

15.1 Use of Sick Leave

15.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 15.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued Sick Leave entitlement, provided for at clause 15, 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.

15.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.

15.1.3 The entitlement to use Sick Leave in accordance with this clause is subject to:

15.1.3.1 The employee being responsible for the care of the person concerned.

15.1.3.2 The person concerned being:

15.1.3.2.1 A spouse of the employee.

15.1.3.2.2 A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and 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.

15.1.3.2.3 A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee.

15.1.3.2.4 A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.

15.1.3.2.5 A relative of the employee who is a member of the same household where, for the purposes of this subclause:

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

15.1.3.2.5.2 "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other.

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

15.1.4 An employee shall, wherever practicable, give the Department 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 Department by telephone of such absence at the first opportunity on the day of absence.

15.2 Unpaid Leave for Family Purpose

15.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 15.1.3.2, who is ill.

15.3 Annual Leave

15.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

15.3.2 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

16. Sick Leave

16.1 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.

16.2 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and as far as possible, shall state the estimated duration of their absence.

16.3 Subject to the provisions of subclause 16.8, such employee shall forward to their immediate supervisor, a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, furnish a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless a person authorised by the Commissioner dispenses with this requirement.

16.4 If so required, such employee shall submit to an examination by, or arranged by, the Department's medical officer.

16.5 Every employee who is absent from duty for a period of more than twenty-eight days will have their case reviewed by the Department's medical officer, or a medical officer nominated by the Department, and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.

16.6 The granting of Sick Leave, the duration thereof and the pay, if any, for the same shall be on the following basis:

16.6.1 One week paid sick leave for each year of service, cumulative, less any paid Sick Leave taken, to a maximum of twenty six weeks.

16.6.2 Sick Leave beyond that provided for in subclause 16.6.1 shall be Sick Leave without pay.

16.6.3 Payment for Sick Leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

16.7 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement has already been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from any future payments made to the employee concerned in accordance with the provisions of subclause 6.13.

- 16.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 16.8.1 Such absences may not exceed 3 separate days in any calendar year; and
 - 16.8.2 Such absences may not be taken on consecutive days; and
 - 16.8.3 Such absences may not be taken on public holidays; and
 - 16.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

17. Special Leave for Union Activities

- 17.1 Attendance at Union Conferences/Meetings
- 17.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:
- 17.1.1.1 Annual or bi-annual conferences of the Union.
 - 17.1.1.2 Annual conferences of the United Firefighters Union of Australia; and
 - 17.1.1.3 Meetings of the Union's Executive/Committee of Management.
 - 17.1.1.4 Annual conference of Unions NSW.
 - 17.1.1.5 Bi-annual conference of the Australian Council of Trade Unions.
- 17.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:
- 17.1.2.1 Establishing accreditation as a delegate with the Union.
 - 17.1.2.2 Providing sufficient notice of absence to the Department.
 - 17.1.2.3 Lodging a formal application for special leave.
- 17.1.3 Such leave is also subject to the Union:
- 17.1.3.1 Providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties.
 - 17.1.3.2 Meeting all travelling, accommodation and any other costs incurred for the accredited delegate.
 - 17.1.3.3 Providing the Department with confirmation of attendance of the accredited delegate.
- 17.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:
- 17.1.4.1 Release the accredited delegate for the duration of the conference or meeting.
 - 17.1.4.2 Grant special leave (with pay).
 - 17.1.4.3 Ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

17.1.5 Period of Notice -

17.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate, or at least two weeks before the date of attendance.

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

17.1.6 Travel Time -

17.1.6.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

17.1.7 Payment

17.1.7.1 An employee entitled to special leave in terms of this clause shall, for the period of such special leave, be deemed to have attended any incident, drill or other authorised duties which occurred at the employee's Brigade during such leave, and be paid accordingly.

17.1.8 Special leave in terms of this clause shall count as service for all purposes.

17.1.9 Availability of Special Leave -

17.1.9.1 Special leave shall not be available to employees whilst they are on any period of other leave.

17.2 Attendance at Courses/Seminars Conducted or Supported by Trade Union Education Foundation (TUEF).

17.2.1 Except where inconsistent with the provisions of subclause 17.2, the provisions of subclause 17.1 of this clause shall also apply to attendance at courses or seminars conducted or supported by TUEF.

17.2.2 Up to a maximum of twelve days in any period of two years may be granted to employees who are members of the Union.

17.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

17.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees.

17.2.3.2 Expenses associated with attendance at such courses or seminars, eg. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 17.2.2, special leave may include travelling time necessarily required to attend courses or seminars.

17.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

17.3 Union officers and staff

17.3.1 Employees who are selected, by election or appointment, to hold a position of full time employment with the Union or an honorary office on the Union's State Committee of Management may, upon request, have such dates and times as were reasonably necessary for them to perform their Union duties excluded in accordance with subclause 28.2 when determining their levels of attendance.

18. Court Attendance Entitlements

18.1 The provisions of this clause shall apply to employees attending Court (which term shall include any related conferences) as a:

18.1.1 Result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.

18.1.2 Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

18.1.3 Witness in a private capacity.

18.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.

18.2.1 Such attendance shall be regarded as attendance in an official capacity and uniform must be worn.

18.2.2 Other than monies paid as reimbursement for loss of income as an employee of the Department, employees may retain all monies paid in connection with their attendance as a witness.

18.2.3 In addition to any monies to which an employee may be entitled pursuant to subclause 18.2.2, employees shall be paid at the rate applicable to the employee's classification, from the time the employee is required to attend Court to the time on that day that the employee is no longer required by the Court.

18.2.4 Travelling time and travel expenses in excess of any compensation therefor paid by the Court or other party shall be compensated in accordance with clause 19, Travelling Compensation.

18.2.5 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave, such employee shall be recredited with a full days leave, for each day or part thereof.

18.2.6 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period shall be recredited and the entitlements provided for in subclauses 18.2.2, 18.2.3 and 18.2.4 shall apply.

18.3 Where an Employee Attends Court

18.3.1 As a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department; or as a witness in a Private Capacity, (i.e., not subpoenaed by the Crown):

18.3.1.1 The employee shall only be entitled to Special Leave Without Pay from the Department to attend Court.

18.3.1.2 Any claim for reimbursement of expenses, compensation for travelling time, lost income etc. is to be made by the employee to the Court and/or the party issuing the subpoena. The employee may retain all monies paid as a consequence of such claims.

- 18.4 An employee who attends jury duty is entitled to Special Leave Without Pay for the duration of the jury duty if attending court affects their availability to turn out. This leave is available whether or not the employee accepts jury fees.

19. Training Course Attendance Entitlements

- 19.1 The provisions of this clause shall apply to attendance at training programs (other than regular drills) delivered by, on behalf of, or approved by the Department.

19.2 Accommodation

- 19.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.

- 19.2.2 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation provisions prescribed by clause 20, Travelling Compensation, shall be paid.

- 19.2.3 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.

- 19.2.4 Notwithstanding the provisions of this subclause, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

19.3 Meals

- 19.3.1 All employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.

- 19.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with clause 20, Travelling Compensation.

- 19.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by clause 20, Travelling Compensation.

- 19.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 19.2.2) has been paid. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

19.4 Incidentals

- 19.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidental allowance as prescribed by clause 20, Travelling Compensation.

- 19.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 19.2.2, is paid. The incidental allowance forms a component of the accommodation allowance and amongst other things, recognises the cost associated with personal telephone calls, etc.

19.5 Travelling Time

19.5.1 Compensation shall be in accordance with Clause 20, Travelling Compensation.

20. Travelling Compensation

20.1 Travelling Time - When an employee is required to travel for purposes other than attending regular drills or incidents, the employee may apply for payment, at the rate applicable to the employees' classification, for time spent travelling subject to the following:

20.1.1 Where the employee has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.

20.1.2 Travelling time does not include time spent taking a meal when the employee stops a journey to take the meal.

20.1.3 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.

20.1.4 Payment will not be made or allowed for more than eight hours in any period of twenty-four hours.

20.1.5 Where an employee is in receipt of the kilometre allowance prescribed at Entitlement Code "KM" of Table 3 of Part B, such employee shall not be entitled to claim compensation for travelling time.

20.2 Meal Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances, subject to the following conditions:

20.2.1 For breakfast when required to commence travel at/or before 0600 hours, the amount set at Item 1 of Table 5 of Part B.

20.2.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 2 of Table 5 of Part B, or an amount equivalent to the additional expense, whichever is the lesser.

20.2.3 For an evening meal when required to work or travel until or beyond 1830 hours, an amount set at Item 3 of Table 5 of Part B.

20.2.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

20.3 Accommodation Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

20.3.1 For the first thirty five calendar days, the appropriate amounts set at Item 4 of Table 5 of Part B.

20.3.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 5 of Table 5 of Part B. The necessary expenses do not include morning and afternoon tea.

20.3.3 After the first thirty five calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 6 of Table 5 of Part B provided the allowance paid to an

employee, temporarily located in Broken Hill shall be increased by 20%. The allowance is not payable in respect of:

20.3.3.1 Any period during which the employee returns home on weekends or public holidays, commencing with the time of arrival at the residence and ending at the time of departure from the residence.

20.3.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.

20.3.4 The capital city rate shall apply to Sydney as bounded by the GSA.

20.3.5

20.3.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.

20.3.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a Capital city, the Capital city rate applies only in respect of the time spent in the Capital city, the elsewhere rate applies to the remainder of the absence.

20.4 Incidental Expenses Allowances - Government Provided Accommodation - When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 7 of Table 5, of Part B as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.

20.5 Additional Provisions

20.5.1 Unless specifically provided for in Clause 19, Training Course Attendance Entitlements or Clause 18, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses.

20.5.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the total time of absence will exceed 13 hours, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence. In such cases, employees shall be entitled to the accommodation allowances or reimbursement of expenses, as appropriate.

20.5.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.

20.5.4 When an employee in receipt of an accommodation allowance is granted leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or, if a first class rail service is reasonably available, the cost of a first class return rail fare. No taxi fares or other incidental expenses are payable.

20.5.5 Employees shall be entitled, subject to Departmental approval, to use either their private vehicle or public transport on the following basis:

20.5.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is used for the journey.

- 20.5.5.2 Where employees are granted approval to use their private vehicles, such employees shall receive the kilometre rate, set at Entitlement Code "KM" of Table 3 of Part B, for the actual distance necessarily and reasonably travelled. Employees in receipt of the rate set at Entitlement Code "KM" of Table 3 of Part B, shall not be entitled to the provisions of subclause 20.1, Travelling Time.
- 20.5.5.3 Employees who are required to utilise public transport shall be reimbursed the necessary costs incurred.
- 20.5.5.4 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 20.5.5.5 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for travel time and payment of allowances is reasonably minimised.
- 20.5.6 Where a meal allowance or an accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred, subject to the following:
- 20.5.6.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 20.5.6.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.5.6.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.6 Claims - Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.
- 20.6.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.
- 20.6.2 In assessing claims for travelling time and payment of allowances, reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department, eg. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.
- 20.6.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.
- 20.7 The amounts set at Items 1 to 7 in Table 5 of Part B, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).

21. Transfers

- 21.1 Subject to satisfactory attendance and service and the employee meeting Departmental residential guidelines, an employee may apply for a transfer from one Volunteer Brigade to another Volunteer Brigade.

- 21.2 In the event that the station to which the transfer is sought does not have a vacancy, the Department may appoint such employee as a supernumerary. Where an employee is not appointed as a supernumerary, such employee shall be placed on an eligibility list for appointment at the station when a vacancy arises .
- 21.3 Where a transfer does not result in a break in service, the employee's service shall be regarded as continuous.
- 21.4 Any employee transferred from one Volunteer Brigade to another Volunteer Brigade shall not be entitled to compensation or reimbursement of expenses in relation to that transfer.
- 21.5 When an employee is transferred to a new brigade, the employee's seniority in the new brigade will be determined as if that employee had always been with the new brigade, that is, firstly by rank and in the case employees of equal rank, by length of continuous service with FRNSW.
- 21.6 Employees holding the rank of Captain and Deputy Captain must relinquish that rank before they transfer, whereupon they will be placed in the new brigade in accordance with subclause 21.5.

22. Procedures Regarding Reports and Charges

- 22.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal, or subject of the said inquiry.
- 22.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear review all evidence given.
- 22.3 If an employee so requests, the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.
- 22.4
- 22.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.
- 22.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
- 22.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 22.4.4.
- 22.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report. In such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 22.4.5 Further to subclause 22.4.4, in such circumstances, the Department will notify the Union in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.
- 22.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 22.5 Where the Department has for its own purposes, arranged for a transcript to be taken of proceedings on a charge, appeal or formal inquiry, a copy of such transcript shall be supplied free of cost to the employee

concerned if, during the hearing or at the termination of the proceedings, a request therefor, in writing, is made by the employee.

- 22.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 22.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

23. Acknowledgment of Applications and Reports

- 23.1 When an employee makes an application or a report in writing to the proper officer, the employee shall be sent a memorandum or email acknowledging its receipt and noting the matter contained therein.
- 23.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month, the reason for the delay shall be communicated in writing, by memorandum or email, to the employee.
- 23.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg. in Standing Orders or In Orders).

24. Training and Staff Development

- 24.1 The parties confirm their commitment to training and staff development for employees of the Department.
- 24.2 Employees covered by this Award shall be required to complete appropriate training to improve the productivity and efficiency of the Department's operations.
- 24.3 Employees shall be required to complete training in accordance with competency requirements as determined by the Commissioner.
- 24.4 An employee may be directed to carry out any duties appropriate to the employee's classification that are within the employee's level of skill, competence and training, provided that such direction does not promote deskilling.
- 24.5 Training Review Committee (TRC)
- 24.5.1 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 24.5.2 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.
- 24.5.3 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.
- 24.5.4 The role of the TRC will include (but not be limited to):
- 24.5.4.1 advising the Commissioner on the further development of training throughout Fire and Rescue NSW;
- 24.5.4.2 overseeing the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
- 24.5.4.3 considering Recognised Prior Learning (RPL) policy generally and in particular, it will consider individual applications for RPL.

24.5.5 Procedure

- 24.5.5.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties.
- 24.5.5.2 Members of the TRC shall be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles.
- 24.5.5.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.

24.5.6 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 27.6, in which case clauses 27.7 to 27.9 inclusive shall apply.

25. Protective Clothing and Uniforms

25.1 For the purpose of this Clause:

- 25.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 25.1.2 "Duty Wear" means duty wear trousers and duty wear shirt.
- 25.1.3 "Dress Uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.

25.2 The Department shall supply to all employees two sets of appropriate Personal Protective Equipment and Duty Wear which shall meet relevant National and/or International Standards, or as otherwise agreed to with the Union.

25.3 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.

25.4 The provision of wet weather gear shall be in accordance with existing practice.

25.5 Where any Personal Protective Equipment or Duty Wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty Wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.

25.6 When an employee retires, resigns or is terminated, the Personal Protective Equipment issued to that employee shall be returned to the station to which the employee was attached. As much of that returned Personal Protective Equipment shall be retained at the station as is necessary to maintain an emergency supply of spare Personal Protective Equipment, provided that only properly fitting, cleaned and treated structure coats and overtrousers may be re-issued to another employee and further, that all new employees will be supplied with at least one new complete set of PPE regardless.

26. Disputes Avoidance Procedures

26.1 Subject to the provisions of the Industrial Relations Act 1996, and Clause 27.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.

26.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.

- 26.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 26.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- 26.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

27. Organisational Change under subclause 27.2

- 27.1 This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.
- 27.2
- 27.2.1 This clause applies to consultation and decisions regarding clause 24 (Training and Staff Development) and clause 30 (Alcohol and Other Drugs), to the exclusion of the procedures under clause 26.
- 27.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Procedural Guidelines specified in the Fire Brigades Amendment (Disciplinary Process) Regulation 2012, which amends Part 4 of the Fire Brigades Regulation 2008.
- 27.2.3 This clause also applies to any proposal by the Department which will result in, or is likely to result in, a substantial and ongoing reduction in the work collectively available to a brigade's employees.
- 27.3 Prior to making any decision to effect change under the specified clauses the Commissioner must consult with the Union.
- 27.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 27.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 27.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 27.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 27.6, there will be no implementation of the change for a further 14 days from the date of notification, subject to any orders of the Industrial Relations Commission.

- 27.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 27.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 27.7 ceases to operate.

28. Attendance and Availability Requirements

- 28.1 The following attendance guidelines shall apply to employees covered by this Award:
- 28.1.1 Attendance at Incidents -
- 28.1.1.1 Employees are required to attend a minimum of 33% of all calls received by the employee's brigade in any six month period.
- 28.1.1.2 Employees are also required to attend a minimum of 80% of all calls received by the employee's brigade during periods of compulsory availability in any four week period.
- 28.1.2 Attendance at Drills - Employees are required to attend a minimum of 75% of all regular drills conducted at their brigade in any six month period.
- 28.2 Any calls received or drills conducted during a period of approved leave or authorised absence shall be deemed to have been attended at the relevant minimum level, being either 33%, 75% or 80% subject to subclause 28.1, when determining an employee's levels of attendance.
- 28.3 In cases where an employee's attendance falls below the requirements prescribed by subclause 28.1, the employee's Area Commander shall notify the employee in writing of such deficiency and inform the employee that his/her attendance will be monitored over the next 3 months. If the employee's attendance does not meet the required levels pursuant to subclause 28.1.1 for that 3 month period then disciplinary action may be initiated.
- 28.4 Employees who have been notified in terms of subclause 28.3 may make application to the Commissioner for special consideration.
- 28.5 The attendance requirements referred to in subclause 28.1 may be altered by agreement between the Department and the Union.
- 28.6 Compulsory Availability
- 28.6.1 Employees are required to declare a minimum number of hours during which they will be available to respond over the course of the coming week, and the days and times upon which this declared availability will apply. The minimum number of hours required of each employee shall be known as compulsory availability, and shall be determined by their current Retainer as provided at subclause 6.3.1.1.
- 28.6.2 Subject to subclauses 28.6.3 and 28.6.4, the day(s) and time(s) of any period(s) of compulsory availability shall be determined by the firefighter in consultation with their Captain and the other employees attached to their brigade and confirmed by each employee using an agreed system or, if the Department and Union are not agreed, a system determined by the Industrial Relations Commission.
- 28.6.3 Employees who have not declared their compulsory availability for the requisite number of hours for the week commencing 0001 hours Friday by 1800 hours on the Wednesday immediately beforehand may be allocated the day(s) and time(s) of their period(s) of compulsory availability for the coming week by the Duty Commander in consultation, if practicable, with the brigade's Captain, provided that an employee on the Standard Retainer cannot be assigned to a Weekday Retainer period without their consent.

28.6.4 If by 1800 hours on the Wednesday it is found that a surplus number of employees have declared their availability for a particular period then the Duty Commander may select the surplus employee(s) and allocate alternate day(s) and time(s) of compulsory availability for the employee(s) in consultation, if practicable, with them and the brigade's Captain, provided that an employee on the Standard Retainer may not be reassigned to a Weekday Retainer period without their consent.

28.6.5 The surplus number of employees referred to in subclause 28.6.4 shall be determined by reference to the following table:

Minimum number of employees required to maintain safe and effective staffing	Surplus number of employees for the purpose of subclause 28.6.4
2	3 or more
4	6 or more
6	8 or more
8	10 or more

28.6.6 An employee who has declared a particular day(s), time(s) and/or period(s) of availability for the coming week may subsequently arrange a mutual exchange with another employee provided that the minimum number of hours required of the employee by subclause 28.6.1 will still be met and further, that the exchange receives the prior approval of the brigade's Captain or Deputy Captain.

28.6.7 An employee who has been allocated a particular day(s), time(s) and/or period(s) of availability for the coming week pursuant to subclause 28.6.3 may apply to have such day(s), time(s) and/or period(s) varied, either in whole or in part, by written application to the Duty Commander, but must maintain that allocated availability unless and until advised otherwise by the Duty Commander.

29. Attendance at Major Emergencies

29.1 The provisions of this clause shall apply to those employees who attend a Major Emergency which has, following specification as such by the Commissioner, been deemed to attract such entitlements.

29.2 Travel Entitlements

29.2.1 Employees who are required to collect their firefighting uniform from the station shall be paid in accordance with subclause 9.1.1.1.

29.2.2 Employees who are required to use their private vehicle to attend the incident or a "pick up point" that is not at their station, shall be paid at the rate prescribed at Entitlement Code "KM" of Table 3 of Part B, for the return distance from the station to the incident or pick up point.

29.2.3 Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee's classification for the time spent travelling, provided that:

29.2.3.1 Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 29.2.1 or 29.2.2 of this Award; and

29.2.3.2 Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and

29.2.3.3 Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick up point or station.

29.3 Accommodation Entitlements

29.3.1 Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.

29.3.2 Notwithstanding the provisions of subclause 29.3.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.

29.3.3 Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 7 of Table 5 of Part B, for each day of attendance.

29.3.4 Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 20.3.

29.4 Meals

29.4.1 Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.

29.4.2 Where meals are not provided to employees in accordance with subclause 29.4.1, an allowance set at Entitlement Code "MA" of Table 3 of Part B shall be paid.

29.4.3 Where employees are required to work between the meals provided for in subclause 29.4.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 8.1.

29.5 Payment for time spent in Attendance

29.5.1 Where an employee's period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the entire period of attendance.

29.5.2 Where an employee's period of attendance at a major emergency is greater than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the following periods:

29.5.2.1 on the day of departure from the employees' residence, the period from the time of departure to 2400 Hrs; and

29.5.2.2 on the day of arrival at the employees' residence following attendance at the major emergency, the period from 0000 Hrs to the time of arrival; and

29.5.2.3 for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.

29.5.3 For the purposes of this subclause the "period of attendance at a major emergency" shall mean the entire period from the time of departure from the employee's residence until the time of return to the employee's residence following attendance at the emergency.

29.5.4 For the purposes of this subclause "periods of down time" shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.

30. Alcohol and Other Drugs

30.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award until

4 September 2013, when it will be replaced by the FRNSW Alcohol and Other Drugs Policy and associated FRNSW Alcohol and Other Drugs Testing Procedures which shall thereafter then apply to all employees covered by this Award.

- 30.2 The Department may develop a new Protocol, or revised policy or procedures following consultation between the Department and the Union.

31. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 31.1 The entitlement to salary package in accordance with this clause is available to permanent part-time employees.

- 31.2 For the purposes of this clause:

31.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

31.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 31.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

31.3.1 a benefit or benefits selected from those approved by the Secretary of Treasury; and

31.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary of Treasury for the benefit provided to or in respect of the employee in accordance with such agreement.

- 31.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 31.5 The agreement shall be known as a Salary Packaging Agreement.

- 31.6 Except in accordance with subclause 31.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.

- 31.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

31.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or

31.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

31.7.3 subject to the Department's agreement, paid into another complying superannuation fund.

- 31.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

- 31.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:

31.9.1 Police Regulation (Superannuation) Act 1906;

31.9.2 Superannuation Act 1916;

31.9.3 State Authorities Superannuation Act 1987; or

31.9.4 State Authorities Non-contributory Superannuation Act 1987,

the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

31.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 31.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

31.11 Where the employee makes an election to salary package:

31.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

31.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

31.12 The Secretary of Treasury may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

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

32. Employees' Duties

32.1 An employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:

32.1.1 the direction is reasonable, and

32.1.2 the direction is not otherwise inconsistent with a provision of this Award.

32.2 Any direction issued by the Department pursuant to subclause 32.1 shall be consistent with:

32.2.1 the provision of a safe and health working environment,

32.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.

32.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this Award to seek to achieve the object in 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 Disputes Avoidance Procedures prescribed by Clause 26, 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 taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 33.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 33.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

34. No Extra Claims

- 34.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 34.2 The terms of subclause 34.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

35. Area, Incidence and Duration

- 35.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2011 published 25 March 2011 (371 IG 273) as varied.
- 35.2 This Award shall take effect on and from 30 May 2014 and shall remain in force until 18 February 2016.

PART B
MONETARY RATES

The following retainers, rates of pay and allowances are effective on and from the date shown.

Table 1 - Retainers

Clause	Retainers per fortnight	Retainer Level	Entitlement Code	30 May 2014 \$	20 February 2015 \$
		Base	A	63.42	64.71
	Recruit Firefighter, Firefighter	50%	B	126.84	129.43
6.3.1.1	and CFR Firefighter	75%	C	190.26	194.14
		100%	D	253.68	258.86
		Base	E	105.70	107.86
6.3.1.2	Deputy Captain and	50%	F	140.94	143.81
	CFR Deputy Captain	75%	G	211.40	215.72
		100%	H	281.87	287.62
		Base	I	118.39	120.80
6.3.1.3	Captain and	50%	J	157.85	161.06
	CFR Captain	75%	K	236.78	241.59
		100%	L	315.70	322.12

Table 2 - Rates of Pay

Clause	Rates of Pay		Entitlement Code	30 May 2014 \$	20 February 2015 \$
6.3	Recruit	1st hour	M	26.85	27.40
	Firefighter	Each further ½ hour or part	N	13.43	13.70
	Firefighter	1st hour	O	30.20	30.82
		Each further ½ hour or part	P	15.10	15.41
	CFR	1st hour	Q	32.31	32.98
	Firefighter	Each further ½ hour or part	R	16.16	16.49
	Deputy	1st hour	S	33.56	34.24
	Captain	Each further ½ hour or part	T	16.78	17.12
	CFR Deputy	1st hour	U	35.91	36.64
	Captain	Each further ½ hour or part	V	17.96	18.32
	Captain	1st hour	W	37.59	38.35
		Each further ½ hour or part	X	18.80	19.18
	CFR Captain	1st hour	Y	40.22	41.04
		Each further ½ hour or part	Z	20.11	20.52
6.7.1	Relief Duties,	1st two hours	RD2	101.26	103.33
	all ranks	Each further hour	RDH	67.52	68.90
6.8.1.1	Royal Easter Show per hour, Recruit, Firefighter and CFR Firefighter		RASF	46.71	47.66
6.8.1.2	Royal Easter Show per hour, Deputy Captain and CFR Deputy Captain		RASDC	50.07	51.08
6.8.1.3	Royal Easter Show per hour, Captain and CFR Captain		RASC	54.10	55.19

Table 3 - Allowances

Clause	Allowances	Entitlement Code	30 May 2014 \$	20 February 2015 \$
6.9	RTAS Allowance, per fortnight	RTAS	14.20	14.49
6.7.3, 9.1.1 9.2.1, 9.2.3 20.1, 20.5.5 29.2	Kilometre Allowance	KM	1.16	1.18
8.2.2, 8.3.1 29.4.2	Meal Allowance	MA	27.70	27.70
8.2.1, 8.3.1	Refreshment Allowance	RA	13.85	13.85

Table 4 - Authorised Duties

<p>Attendance at:</p> <ul style="list-style-type: none"> • Bushfire Management Committee Meetings • Local/District Emergency Management Committee Meetings • Local Government Meetings • Zone/Regional conferences and information days • Other such meetings as authorised by the Department. <p>Completion of Fire Reports where insufficient time available at the conclusion of calls</p> <p>Testing of Fire Alarms</p> <p>Attendance at station to enable service and maintenance work to be carried out</p> <p>Station maintenance (i.e. lawn mowing, cleaning, BA and equipment checks)</p> <p>Performance of Engine Keeper duties</p> <p>Transporting FRNSW equipment in private vehicle</p> <p>Restowing of Firefighter vehicles</p> <p>Hose Repairs</p> <p>Transporting a Firefighting Vehicle for servicing and/or repairs from the Station to another location</p> <p>Recharging of BA cylinders</p> <p>Participation in selection committees</p> <p>Attendance at PR activities (i.e. open days, fetes, career markets, information displays, etc.)</p> <p>Attendance at Public Education activities (i.e. sessions in schools/community groups, smoke alarm campaigns)</p> <p>Participation in joint training sessions/exercises with other emergency services</p> <p>Attendance at training exercises/schools additional to the normal drill program</p> <p>Hydrant Inspections</p> <p>Pre-incident planning exercises</p>
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Table 5 - Travelling Compensation Allowances

Item No.	Clause No.	Description	Unit	On and from 1 July 2013	
1	20.2.1	Breakfast	Per meal	## 24.90	^^ 22.30
2	20.2.2	Lunch	Per meal	## 28.00	^^ 25.45
3	20.2.3	Dinner	Per meal	## 47.75	^^ 43.85

4	20.3.1	Accommodation first 35 days (includes all meals)	Per day		
		- Capital Cities			\$301.85 Sydney \$275.85 Adelaide \$319.85 Brisbane \$286.85 Canberra \$320.85 Darwin \$250.85 Hobart \$291.85 Melbourne \$351.85 Perth
		- High Cost Country Centres			\$283.85 Bourke \$253.85 Mudgee \$261.85 Newcastle \$259.85 Wagga Wagga \$254.85 Wollongong
		- Tier 2 Country Centres			\$241.80 Armidale \$241.80 Bathurst \$241.80 Broken Hill \$241.80 Coffs Harbour \$241.80 Cooma \$241.80 Dubbo \$241.80 Gosford \$241.80 Goulburn \$241.80 Maitland \$241.80 Muswellbrook \$241.80 Nowra \$241.80 Orange \$241.80 Port Macquarie \$241.80 Queanbeyan \$241.80 Tamworth \$241.80 Tumut
		- Other Country Centres		\$219.80	
5	20.3.2 &	Actual Necessary Expenses -	Per day	\$18.20	
	29.3.3	all locations			
6	20.3.3	Accommodation -	Per day	50% of the appropriate	
		after first 35 days and up to 6 mths		location rate	
7	20.4	Incidental Expenses	Per day	\$18.20	
<p>Legend: Effective Dates are with effect from the first pay period to commence on or after the date. ## = Capital Cities & High Cost Country Centres. ^^ = Tier 2 Country Centres & Other Country Centres.</p>					

M. J. WALTON J , *President*

(1721)

SERIAL C8213**CROWN EMPLOYEES (GENERAL STAFF - SALARIES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Attorney General and Justice.

(No. IRC 372 of 2014)

Before Commissioner Newall

27 May 2014

VARIATION

1. Insert in alphabetical order in the table, Schedule A - Classification and Rates of Pay - General Staff of Part B, Monetary Rates, of the award published 10 August 2012 (373 I.G. 1254), the following new classification:

Corrective Services NSW Canteen Worker	9	\$37,051
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2. This variation shall take effect on and from the first pay period commencing on or after 27 May 2014.

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Communities.

(No. IRC 338 of 2014)

Before The Honourable Justice Walton, President

13 May 2014

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salaries
3A.	Salaries - Provisions - 2014 and 2015
3B.	Salaries - Provisions to commence - 2016
4.	Deduction of Union Membership Fees
5.	Allowances
6.	Salary Progression and Maintenance
7.	Performance and Development Processes for Teachers
8.	Salary Packaging
9.	Initial Appointments
10.	Teaching in More Than One Location
11.	Deferred Salary Scheme
12.	Compensation for Travel on Department Business
13.	Assessment and Reporting and Quality of Educational Outcomes
14.	Teacher Efficiency Process
15.	Teaching Hours for Years 11 and 12
16.	Allocation of Duties in High Schools
17.	Teaching Outside Normal School Hours
18.	Alternative Work Organisation
19.	Teachers Appointed to More than One School
20.	Qualifications, Recruitment and Training
21.	Calculation of Service
22.	Temporary Teachers
23.	Casual Teachers
24.	Relief in PP6 or Principal - Environmental Education Centre or Hospital School Grade
25.	Training and Development
26.	Multi-skilling
27.	Duties as Directed
28.	Other Part Time Rates of Pay
29.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions
30.	Teachers in Residential Agricultural High Schools - Special Conditions
31.	Dispute Resolution Procedures
32.	No Further Claims
33.	Anti-discrimination

34. Work Health & Safety
35. Saturday School of Community Languages
36. Educational Paraprofessionals
37. National Professional Standards for Teachers
38. Area, Incidence and Duration

SCHEDULES

- Schedule 1A - Salaries - Common Incremental Salary Scale 2014 to 2016
- Schedule 1B - Teachers Salaries - National Professional Teaching Standards - 2016
- Schedule 2A - Salaries - Principals - Existing Classification Structure - 2014 to 2016
- Schedule 2B - Salaries - Principals - New Classification Structure 2016
- Schedule 3 - Salaries - Other Promotion Classifications in the Teaching Service
- Schedule 4A - Rates of Pay - Casual Teachers - 2014 to 2015
- Schedule 4B - Rates of Pay - Casual Teachers - 2016
- Schedule 5A - Other Rates of Pay - 2014 to 2016
- Schedule 6 - Rates of Pay - Educational Paraprofessionals
- Schedule 7 - Allowances
- Schedule 8 - Locality Allowances
- Schedule 9 - Excess Travel and Compensation for Travel on Official Business
- Schedule 10 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 11 - Special Conditions Covering Teachers at Residential Agricultural High Schools
- Schedule 12 - Saturday School of Community Languages
- Schedule 13 - National Professional Standards for Teachers

2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Accredited" means a teacher who has demonstrated the Professional Teaching Standards at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.3 "Alternate Mode Course" means a course of teacher training other than a course completed by full time study with a higher education institution.
- 2.4 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.5 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.6 "Associate Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, where the school has been linked to a larger school in reasonable proximity and the administrative workload of the Associate Principal has been reduced.

- 2.7 "Band 1 salary" means the salary which applies to teachers who have undertaken an approved initial teacher education program and met the National Professional Teaching Standards at the Graduate level. It is mandatory for new teachers to be provisionally or conditionally accredited at Graduate teacher level to be approved for teaching in NSW.
- 2.8 "Band 2 salary" means the salaries which apply to teachers who are accredited at the level of Proficient. A Band 2 teacher has demonstrated the National Professional Teaching Standards at the Proficient level and has been accredited as such by a Teacher Accreditation Authority.
- 2.9 "Band 3 salary" means the salary which applies to teachers who are accredited at the level of Highly Accomplished. A Band 3 teacher has demonstrated the National Professional Teaching Standards at the Highly Accomplished level and has been accredited as such by a Teacher Accreditation Authority.
- 2.10 "Board" means the Board of Studies, Teaching and Educational Standards (BOSTES) which includes the functions of the former Institute of Teachers to oversee accreditation and recognition of teachers' professional capacity against professional standards under the Teacher Accreditation Act.
- 2.11 "Casual Teacher" means a teacher engaged on an hourly or daily rate of pay in the Teaching Service.
- 2.12 "Conditionally accredited" means a teacher who has been conditionally accredited at the Graduate level who may have a degree, or is in the process of obtaining further education or subject qualifications.
- 2.13 "Conditionally Trained Teacher (C)" means a teacher whose approval to teach is conditional upon completion of additional educational requirements prescribed by the Secretary.
- 2.14 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.15 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.16 "Department" means the Department of Education and Communities.
- 2.17 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.18 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.19 "Secretary" means the Secretary, Department of Education and Communities.
- 2.20 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.21 "District Guidance Officer" means an officer appointed as such in a group of schools who is responsible to the Secretary or nominee for the guidance service within that group of schools.
- 2.22 "Education Officer" means an officer appointed as such, provided that for appointment the officer shall have an appropriate degree from a higher education institution or other qualifications and experience which the Secretary determines as satisfying requirements.
- 2.23 "Educational Paraprofessional" means a person or officer employed permanently or temporarily under the provisions of the Teaching Service Act to work under the guidance of a teacher in the classroom.
- 2.24 "Employee" means a person employed in a classification covered by this award by the Secretary or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.

- 2.25 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.26 "Equivalent" when referring to qualifications means those qualifications deemed by the Secretary to be equivalent to specified qualifications.
- 2.27 "Executive Principal, Connected Communities" means a person or officer employed temporarily under the provisions of the Teaching Service Act, 1980 to lead the schools selected by the Department to participate in the Connected Communities strategy for the period of the operation of that strategy.
- 2.28 "Executive Director Connected Communities" means a person who is responsible for leadership and implementation of the Connected Communities strategy in the Department.
- 2.29 "Federation" means the New South Wales Teachers Federation.
- 2.30 "Five Year Trained Teacher (5YT)" means a teacher who has obtained a degree and teaching qualifications from a higher education institution which together require a minimum of five years full time study. Any period of training in excess of that normally required to complete such a course shall not be deemed to be a training period for the purposes of any other definition.
- 2.31 "Four Year Trained Teacher (4YT)" means a teacher who has:
- 2.31.1 obtained a degree from a higher education institution and has, in addition, satisfactorily completed a teacher education qualification of at least one year's duration at a higher education institution; or
- 2.31.2 completed a four year teacher education degree from a higher education institution; or
- 2.31.3 completed such other course(s) which the Secretary determines as satisfying requirements for classification as a teacher.
- 2.32 "General Secretary" means the General Secretary of the Federation.
- 2.33 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Secretary to be equivalent to such a degree.
- 2.34 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.35 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:
- 2.35.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.35.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.35.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.

- 2.36 "Higher Education Institution" means a university or other tertiary institution recognised by the Secretary which offers degrees, diplomas or teacher education courses.
- 2.37 "Highly Accomplished Teacher (National Partnerships)" means a person or officer employed temporarily by the Department pursuant to the provisions of the Teaching Services Act, 1980 under the period of the National Partnerships on Improving Teacher Quality and Low Socio Economic Status School Communities.
- 2.38 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.39 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the Industrial Relations Act 1996.
- 2.40 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.
- 2.41 "National Professional Standards for Teachers" means the seven Standards which outline what teachers should know and be able to do prescribed by the Australian Institute for Teaching and School Leadership as attached at Schedule 13.
- 2.42 "Network" means a group of principals with a Director Public Schools.
- 2.43 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.44 "Parties" means the Department and the Federation.
- 2.45 "Performance and development process" is a process for the continuous development of a skilled and effective workforce.
- 2.46 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.47 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.48 "Provisionally accredited" means a teacher who has been provisionally accredited at the Graduate level who has successfully completed an initial teacher education program endorsed by the Board.
- 2.49 "Residential Agricultural High School" means a school classified as such by the Secretary.
- 2.50 "Resource Allocation Model" (RAM) means the funding model consisting of a base student allocation, equity loadings and targeted (individual student) funding. The amount of funding allocated to a school under the RAM determines the level of school complexity.
- 2.51 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.52 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.

- 2.53 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Secretary and are established under the Education Act 1990 to provide education for students with disabilities as listed in subclause 2.62.
- 2.54 "Service" means continuous service, unless otherwise specified in the award.
- 2.55 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).
- 2.56 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position under the provisions of the Teaching Service Act and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.57 "Teacher Accreditation Act" means the Teacher Accreditation Act 2004.
- 2.58 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education and Communities under the Teacher Accreditation Act to accredit in government schools.
- 2.59 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Secretary where a principal is not appointed.
- 2.60 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.61 "Teacher in Training (Schools)" means a graduate recruited to train as a teacher through an alternate mode course.
- 2.62 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.62.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.62.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.63 "Teaching Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, whose duties include classroom teaching.
- 2.64 "Teaching Service Act" means the Teaching Service Act 1980.
- 2.65 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.66 "Temporary Teacher" means a person employed in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.67 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the Teaching Service Act.
- 2.68 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Secretary determines as satisfying requirements for classification as a teacher.

- 2.69 "Two Year Trained Teacher (2YT) or Three Year Trained Teacher (3YT)" means a teacher who has satisfactorily completed a prescribed course of teacher education of two or three years duration respectively at a higher education institution, or such other course or courses which the Secretary determines as satisfying requirements for classification as a school teacher.
- 2.70 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.71 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

3. Salaries

Teachers

- 3.1 Salaries and rates of pay for teachers, education officers, home school liaison officers, Aboriginal student liaison officers and counsellors shall be paid in accordance with this clause and Schedules 1A, 1B, 4A, 4B, 5A, 5B and 12. These salaries will be increased by:
- 3.1.1 2.27% from the first pay period commencing on or after 1 January 2014;
- 3.1.2 2% from the first pay period commencing on or after 1 January 2015; and
- 3.1.3 2.15% from the first pay period commencing on or after 1 January 2016.

Principals

- 3.2 Salaries and rates of pay for principals shall be paid in accordance with this clause and Schedules 2A and 2B. These salaries will be increased by:
- 3.2.1 2.27% from the first pay period commencing on or after 1 January 2014;
- 3.2.2 2% from the first pay period commencing on or after 1 January 2015; and
- 3.2.3 2.15% from the first pay period commencing on or after 1 January 2016.

Other Promotions Classifications in the Teaching Service

- 3.3 Salaries and rates of pay for the officers and temporary employees shall be paid in accordance with this clause and Schedule 3. These salaries will be increased by:
- 3.3.1 2.27% from the first pay period commencing on or after 1 January 2014;
- 3.3.2 2% from the first pay period commencing on or after 1 January 2015; and
- 3.3.3 2.15% from the first pay period commencing on or after 1 January 2016.

Allowances

- 3.4 Allowances under this award will be increased by:
- 3.4.1 2.27% from the first pay period commencing on or after 1 January 2014;
- 3.4.2 2% from the first pay period commencing on or after 1 January 2015; and
- 3.4.3 2.15% from the first pay period commencing on or after 1 January 2016.

3A. Salaries - 2014 and 2015

- 3A.1 The rates of pay for all teachers employed by the Department at the date of the making of this award and until 31 December 2015 will be in accordance with the common incremental salary scale.
- 3A.2 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 8, Salary Packaging, employees in Schedules 1A, 2A, 3, 4A and 5A must be paid at an annual salary level not less than that for the appropriate classification.
- 3A.3 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1A are set out in the table below:

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

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

- 3A.4 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1A.
- 3A.5 Two and three year trained school teachers may vary their incremental date and rate of progression if they satisfy conditions contained in subclauses 3A.6, 3A.7, 3A.8 and 3A.9 of this clause.
- 3A.6 A two year trained teacher who successfully completes studies which satisfy requirements for a three year teacher education degree or diploma shall progress to that step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a three year trained teacher. Subject to clause 6, Salary Progression and Maintenance, these teachers shall then progress along the common incremental salary scale on the anniversary of the first day of the month following the successful completion of the required study.
- 3A.7 A two year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall be paid a double increment with retention of normal incremental date. On reaching Step 9 of the common incremental salary scale, such a teacher shall be deemed a three year trained teacher and, subject to clause 6, Salary Progression and Maintenance may progress by annual increments to the top step of the common incremental salary scale.
- 3A.8 A three year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall progress one increment on the common incremental salary scale, effective from the first day of the month following the successful completion of the required study.

3A.9 A three year trained teacher who completes:

3A.9.1 a graduate diploma of at least one year of full time study or its part time equivalent; or

3A.9.2 part of a degree course or an equivalent course of study as determined by the Secretary which results in the teacher having attained an academic standard equivalent to that of a four year trained teacher,

shall progress to the step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a four year trained teacher. The salary progression shall be effective from the first day of the month following the successful completion of the required study.

3A.10 The rates of pay for all principals employed by the Department at the date of the making of this award and until 31 December 2015 will be in accordance with Schedule 2A and clause 3A.11.

3A.11 In relation to promotions classifications in schools, the following shall apply:

3A.11.1 The position of principal in a primary school shall be classified as follows:

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

3A.11.2 Principals shall only be appointed to hospital schools when specifically approved by the Secretary.

3A.11.3 Promotions positions in schools for specific purposes shall receive the same salary as applicable to similar positions in primary schools. Provided that, in determining the principal's salary, the school student enrolment numbers shall be notionally determined by multiplying the permanent full time teaching staff by 30. Teaching staff for this purpose does not include employees, including the principal, who are not required to undertake face to face teaching duties.

3A.11.4 The salary payable to principals of stand alone distance education centres shall be equivalent to those paid to principals of primary schools. Provided that to determine the student enrolment numbers for the purpose of determining the classification of a principal of a stand alone distance education centre, the actual number of each category of student shall be multiplied by the following factors to determine notional student numbers:

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

3A.11.5 The position of principal in a central school shall be classified as follows:

Classification of Principal	Student Enrolments
PC4	26 - 159
PC3	160 - 300

PC2	301 - 450
PC1	451+

3A.11.6 The position of principal in a high school shall be classified as follows:

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

3A.12 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.11 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

3B. Salaries - Commencing in 2016

Teachers - Professional Teaching Standards

3B.1 Standards based remuneration will not apply to School Counsellors and Education Officers. These classifications will continue to be remunerated on the old incremental salary scale for the life of this award.

3B.2 The rates of pay of teachers under the standards based remuneration pay rates will be in accordance with the teacher's progression through the various salary Bands as the teacher attains accreditation at the higher levels of the professional teaching standards. The standards based remuneration pay rates for teachers will commence from the first pay period on or after 1 January 2016. The salary bands are as follows.

3B.2.1	Band 1	(Graduate)
3B.2.2	Band 2	(Proficient)
	Band 2	(Proficient) Step 2.1
	Band 2	(Proficient) Step 2.2
	Band 2	(Proficient) Step 2.3
3B.2.3	Band 3	(Highly Accomplished)

3B.3 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of two years full time. For those teachers who have confirmation of accreditation at Proficient but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.

3B.4 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service.

3B.5 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of Highly Accomplished accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Band 2.3 for a minimum of one year full time. For those teachers who have confirmation of accreditation at Highly Accomplished but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3.

3B.6 For the purpose of salary progression, one year of full time service is 203 days.

3B.7 Salaries and rates of pay for teachers under this clause shall be paid in accordance with this clause and Schedule 1B.

Teachers commencing employment after 1 January 2014

3B.8 A teacher who commences employment with the Department after the Award commencement date of 1 January 2014 will in 2016 be paid under the new salary structure in accordance with their level of accreditation.

3B.9 A teacher who commences employment with the Department after 1 January 2016 will be paid at the Band 1 (Graduate) rate:

3B.9.1 on commencement of their employment; and

3B.9.2 for a minimum of two years full time thereafter from the commencement of their employment while working towards accreditation at the Proficient level.

3B.10 Following a minimum of two years of pay at the Band 1 (Graduate) a teacher who meets the requirements of Proficient accreditation, maintains that accreditation and subject to the satisfactory performance of their duties will be paid:

3B.10.1 at the Band 2 (Proficient) rate from the first pay period on or after gaining the Proficiency accreditation; and thereafter

3B.10.2 at the Band 2 (Proficient) rate for a minimum of two years full time;

3B.10.3 at the Band 2.1 (Proficient) rate for one year full time;

3B.10.4 at the Band 2.2 (Proficient) rate for one year full time; and

3B.10.5 at the Band 2.3 (Proficient) rate for one year full time.

3B.11 Teachers as at 1 January 2016 who transition from steps 11, 12 and 13 on the incremental salary scale to Bands 2.1, 2.2 and 2.3 respectively will have any service under the old steps (11-13) counted towards the 203 day requirement for progression up to Band 2.3.

Teachers employed with the Department prior to 1 January 2014

Transitional provisions

3B.12 A teacher who is already employed with the Department at the commencement of the award on 1 January 2014 will be paid as follows at the commencement of the professional standards rates of pay on 1 January 2016.

3B.12.1 A teacher on step 6 of the common incremental salary scale as at 1 January 2016 shall:

3B.12.1.1 remain on step 6 of the common incremental salary scale for one year full time;

3B.12.1.2 progress to step 7 of the common incremental salary scale for one year full time;

3B.12.1.3 progress to step 8 of the common incremental salary scale for one year full time; and

3B.12.1.4 then be paid on the standards based remuneration pay scale at the rate of Band 2 (Proficient).

Further pay increases will be in accordance with subclause 3B.10.

3B.12.2 A teacher on step 7 of the common incremental salary scale as at 1 January 2016 shall:

3B.12.2.1 remain on step 7 of the common incremental salary scale for one year full time;

3B.12.2.2 progress to step 8 of the common incremental salary scale for one year full time;
and

3B.12.2.3 then be paid on the standards based remuneration pay scale at the rate of Band 2 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.3 A teacher on step 8 of the common incremental salary scale as at 1 January 2016 shall:

3B.12.3.1 be paid at the rate of step 8 of the common incremental salary scale for one year full time;

3B.12.3.2 progress to Step 9 of the common incremental salary scale for one year full time;

3B.12.3.3 progress to Step 10 of the common incremental salary scale for one year full time;
and

3B.12.3.4 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.4 A teacher on step 9 of the common incremental salary scale as at 1 January 2016 shall:

3B.12.4.1 be paid at the rate of step 9 of the common incremental salary scale for one year full time;

3B.12.4.2 progress to step 10 of the common incremental salary scale for one year full time;
and

3B.12.4.3 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.5 A teacher on step 10 of the common incremental salary scale as at 1 January 2016 shall:

3B.12.5.1 will be paid at the rate of step 10 of the common incremental salary scale for one year full time; and

3B.12.5.2 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.6 A teacher on step 11 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.7 A teacher on step 12 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.2 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.8 A teacher on step 13 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.3 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.13 A teacher will only be eligible to move to the Band 2 (Proficient) rate, subject to gaining accreditation at that level, after two years full time at the Band 1 (Graduate) rate.

3B.14 A teacher who does not attain accreditation at Proficient level will remain at the Band 1 (Graduate) rate.

3B.15 A teacher who is accredited at the Proficient level:

3B.15.1 will be paid at the Band 2 (Proficient) rate subject to the conditions at clause 3B.3; and

3B.15.2 must maintain their accreditation at the Proficient level to continue to be paid at the Band 2 (Proficient) rate.

3B.16 The rate of pay for a teacher who does not maintain their accreditation at Proficient level will revert from the Band 2 (Proficient) rate to the Band 1 (Graduate) rate from the first pay period after the date of either the lapsing or the revocation of the teacher's accreditation at Proficient.

3B.17 A teacher will only be eligible to move to the Band 3 (Highly Accomplished) rate, subject to gaining accreditation at that level, after one year full time at the Band 2.3 (Proficient) rate.

3B.18 A teacher who does not attain accreditation at Highly Accomplished level will remain at the Band 2.3 (Proficient) rate.

3B.19 A teacher who is accredited at the Highly Accomplished level:

3B.19.1 will be paid at the Band 3 (Highly Accomplished) subject to the conditions at clause 3B.5 and;

3B.19.2 must maintain their accreditation at the Highly Accomplished level to continue to be paid at the Band 3 (Highly Accomplished) rate.

3B.20 The rate of pay for a teacher who does not maintain their accreditation at Highly Accomplished level will revert from the Band 3 (Highly Accomplished) rate to the Band 2.3 (Proficient) rate from the first pay period after the date of either the lapsing or the revocation of the teacher's accreditation at Highly Accomplished.

Principals

3B.21 The new principal classification structure based on complexity of schools will commence on the first day of the Department's Term 1, 2016. A new principal who is appointed to a principal position from the start of Term 1, 2016 will be appointed and paid under the new structure in accordance with the provisions of Schedule 2B.

Principals will be classified as follows.

3B.21.1 Teaching Principal (TP1) or Associate Principal

3B.21.2 Teaching Principal (TP2) or Associate Principal

3B.21.3 Principal 1 (P1)

3B.21.4 Principal 2 (P2)

3B.21.5 Principal 3 (P3)

3B.21.6 Principal 4 (P4)

3B.21.7 Principal 5 (P5)

3B.21 The rate of pay for a principal under the new classification structure will provide for a base principal salary and a complexity loading for principals in the classifications of P2, P3, P4 and P5.

3B.23 Funding thresholds will be adjusted annually to reflect changes in system allocations through the RAM.

3B.24 Base salaries and complexity loadings will be adjusted where applicable in accordance with clause 3.2.

Transitional provisions for principals

3B.25 The transitional provisions will apply to existing principals including those who are appointed to another school by transfer.

3B.26 At the commencement of the new principal classification structure, an existing PP5 or PP6 who is classified under the new structure below the position of P1, that is as a Teaching Principal 1 (TP1) or Teaching Principal 2 (TP2) will:

3B.26.1 have their classification changed to that of a Teaching Principal 1 (TP1) or Teaching Principal 2 (TP2) as appropriate; and

3B.26.2 be paid at their existing salary level (adjusted for any salary increases) which is equivalent to that in the former enrolment based classification structure while they remain at the current school.

3B.27 At the commencement of the new principal classification structure, an existing principal who is classified as P1, P2, P3, P4 and P5 under the new structure and who will remain at their current school in 2016 will have one opportunity to:

3B.27.1 opt in to the new principal classification structure; or

3B.27.2 remain on the former classification structure and salary (adjusted for any salary increases) as provided for under this award until 2021.

The last day that the principal can elect to opt in to the new principal classification structure is 29 February 2016.

3B.28 Principals classified as P1 to P5 inclusive, who opt in to the new principal classification structure and will be paid in accordance with Schedule 2B.

3B.29 In circumstances where a principal whose school is classified as P1 to P5 inclusive who opts in to the new classification structure, where the application of the Resource Allocation Model to that school results in a lower principal classification of that school after the opt in date, the principal will, while they remain at that school, retain their classification, complexity loading and salary for a period of three years from the date of the change in the Resource Allocation Model funding.

At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2B.

3B.30 An existing principal who does not elect to opt in to the new structure will remain on the former principal classification structure until January 2021 and be paid in accordance with Schedule 2A.

3B.31 On the first day of Term 1, 2021 any existing principal who did not elect to opt in to the new principal classification structure who has remained on the former principal structure will be moved to the new principal classification structure for their school. The relevant funding threshold for the classification of the principal in the new structure will be the threshold as at the first day of term 1, 2021.

3B.32 Where the application of the Resource Allocation Model to that school from the first day of Term 1, 2021 results in a lower principal classification of that school, the principal will, while they remain at that school, retain the comparative classification, complexity loading and salary for a period of three years from the date of the change in the RAM funding. At the end of the three year period, the principal's

classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2B.

4. Deduction of Union Membership Fees

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

5. Allowances

- 5.1 Allowances shall be paid in accordance with this clause and Schedules 7 and 8. Allowances in terms of Schedule 7 shall be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.
- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
 - 5.2.1 Home school liaison officers and Aboriginal student liaison officers.
 - 5.2.2 Teachers in charge
 - 5.2.3 Year advisers.
 - 5.2.4 Teachers required by the Secretary to have a Health Education Certificate.
 - 5.2.5 Teachers other than the principal appointed to teach classes of students with disabilities.
 - 5.2.6 Principals of schools designated by the Secretary as schools for specific purposes.
 - 5.2.7 The Principal of Stewart House.
 - 5.2.8 The Assistant Principal of Stewart House.
 - 5.2.9 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
 - 5.3.1 principals -
class PP1 (for 2014 and 2015 only);

class PP2 (for 2014 and 2015 only);

In 2016, former PP1 and PP2 schools which receive the allowance under subclause 5.3.1 will continue to be paid this allowance for the duration of this award.

- 5.3.2 other promotions positions; and
- 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
- 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
- 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
- each half hour lesson; or
- each 40 minute lesson involving secondary students.
- 5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson shall mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Secretary.
- 5.5 In residential agricultural high schools to:
- 5.5.1 teachers rostered for out of normal hours student supervision;
- 5.5.2 head teacher (welfare) for residential supervision;
- 5.5.3 a teacher appointed to be in charge of residential supervision;
- 5.5.4 principals for on call and special responsibilities; and
- 5.5.5 deputy principals for on call and special responsibilities.
- 5.6 To supervisors of female students:
- 5.6.1 Where the average attendance of female students does not exceed 200;
- 5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
- 5.6.3 Where the average attendance of female students exceeds 400.
- 5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Secretary by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 7 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances shall be paid as set out in Schedule 8.
- 5.9 To Executive Principals, Connected Communities as set out in Schedule 7 subject to the:
- 5.9.1 completion by the Executive Principal, Connected Communities of five (5) years of service in that position; and

- 5.9.2 satisfactory performance of the Executive Principal, Connected Communities in that position at the end of the five year period as determined by the Executive Directed, Connected Communities; and
- 5.9.3 on completion of each subsequent five years of service in that position subject to the provisions of 5.9.2 above.

6. Salary Progression and Maintenance for 2014 and 2015

- 6.1 An officer shall be entitled to progress along or be maintained on the common incremental salary scale or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. Salary progression may also occur in accordance with the provisions of subclauses 3A.6, 3A.7, 3A.8 and 3A.9 of clause 3A, Salaries- 2014 and 2015.
- 6.2 A temporary teacher shall be entitled to progress along or be maintained on the common incremental salary scale subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.3 A temporary teacher relieving in a PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.4 The provisions of subclauses 6.1, 6.2 and 6.3 will apply only in relation to the operation of Clause 3A . Salaries - Provisions - 2014 and 2015 and will not apply in 2016 after the commencement of the new salaries provisions in accordance with Clause 3B. Salaries - Commencing in 2016.

7. Performance and Development Processes for Teachers

- 7.1 The existing annual review procedures for school based and non school based teaching service staff, the executive and principal assessment and review procedures which are provided for in sub clause 7.2 below will continue in 2014.
- 7.2 To provide feedback on an officer or temporary employee's performance each officer or temporary employee's principal, supervisor or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 for school teachers and in 2005 for non school based teaching service staff continues in force as follows:
- 7.2.1 The officer or temporary employee's principal, supervisor or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.
- 7.2.2 For teachers in schools (including temporary teachers) this annual review shall be supported by:
- (i) conferences between the school teacher and the principal, or nominee;
 - (ii) observations of educational programs;
 - (iii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate;
- 7.2.3 In implementing the annual review the principal (or nominee) shall take into account the following:
- (i) the level of experience of the teacher (so that less experienced teachers are given greater attention); and
 - (ii) the particular circumstances of the school.

- 7.2.4 For non school based teaching service staff (including temporary staff) this annual review shall be supported by:
- (i) conferences between the non school based teaching service officer and the executive director, state office director or director, public schools (or nominee);
 - (ii) observations of work programs;
 - (iii) review of documentation, as appropriate.
- 7.2.5 In implementing the annual review the executive director, state office director or director, public school (or nominee) will take into account the following:
- (i) the level of experience of the non school based teaching service officer (so that less experienced officers are given greater attention); and
 - (ii) the particular circumstances of the workplace.
- 7.2.6 The annual review for teachers shall be reported by way of the teacher assessment review schedule implemented under the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 29 May 2009 (368 I.G.73).
- 7.2.7 The annual review for non school based teaching service staff shall be reported by way of the teacher assessment and review schedule contained in the Department's Memorandum DN/11/00040, Non School Based Education Teaching Service Officer Assessment and Review Schedule.
- 7.2.8 An Executive Assessment and Review Schedule will be established to provide for the annual assessment and review of deputy principals, assistant principals and head teachers for implementation in 2009.
- 7.3 The parties agree that during the 2014 school year they will jointly develop the policy advice, procedures, support materials and training for the new performance and development framework for principals, members of the executive and teachers.
- 7.4 The new performance and development procedures will be implemented in Semester 1, 2015.

8. Salary Packaging

- 8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1A, 1B, 2A, 2B, 3, 4A, 4B, 5A and 5B of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 8.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 8.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 8.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 8.5 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

- 8.5.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 8.5.2 any administrative fees.
- 8.6 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 8.6.1 Superannuation Guarantee Contributions;
- 8.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 8.6.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

9. Initial Appointments

- 9.1 All initial appointments shall be on the basis of merit.
- 9.2 In 2014-2015, the initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 6, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.
- 9.3 Commencing in 2016, the initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on the officer meeting the Department's requirements for permanent appointment current at that time.

10. Teaching in More Than One Location

- 10.1 Teachers may be programmed to teach in more than one location including TAFE.
- 10.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.
- 10.1.2 A teacher who is appointed to a school and is programmed to teach in more than one school or at TAFE shall be entitled to the travel compensation provisions at Part B of Schedule 9, Excess Travel and Compensation for Travel on Official Business.
- 10.1.3 If, by agreement, teachers teach after 5.30pm in a TAFE location they shall receive the monetary equivalent of the time credit provided for TAFE teachers, that is payment at a rate of 1.25 times the hourly rate for the teacher so engaged. The formula for calculating the hourly rate of the teacher shall be:

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

11. Deferred Salary Scheme

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

12. Compensation for Travel on Department Business

- 12.1 Where an employee is required and authorised to travel on Department business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 9- Excess Travel and Compensation for Travel on Official Business.

13. Assessment and Reporting and Quality of Educational Outcomes

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

14. Teacher Efficiency Process

- 14.1 The Teacher Improvement Program procedures in place as at the date of the making of this award will continue for terms 1 and 2, 2014.
- 14.2 The parties will consult on the implementation of the new teacher improvement procedures which will commence from the start of term 3, 2014.

15. Teaching Hours for Years 11 and 12

- 15.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 15.2 A secondary school shall have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal shall arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 15.1 above.
- 15.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
- 15.4.1 the principal has consulted with the school community; and
 - 15.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.
- 15.5 A teacher shall not unreasonably refuse to teach classes at this time.
- 15.6 Provided that the overall hours of duty of the school teacher shall not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours shall be entitled to an equivalent period of core timetabled time off during the week for the time beyond the core time so

taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.

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

16. Allocation of Duties in High Schools

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

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

16.2 A principal may require a teacher (other than a teacher in training), head teacher or deputy principal in high schools to relieve an absent colleague by working the following alternate periods as defined in clause 2.4:

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

16.3 Provided that such alternate periods shall be allocated:

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

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

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

16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.40.

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

16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods shall be allocated to a teacher in the same faculty as that of the absent teacher.

17. Teaching Outside Normal School Hours

17.1 A principal, with the agreement of the teacher or teachers concerned, may make provision for timetabling of certain classes other than Years 11 and 12 classes beyond the core hours of operation of a school and for teachers to work within those extended hours. Provided that the overall hours of duty of the teacher shall not be exceeded.

- 17.2 A teacher commencing or finishing duty before or after the required attendance for the core hours at the school, shall be entitled to an equivalent period of time off during the week. Wherever possible, the time allocated in lieu of extended duty should be at the beginning or end of the core hours of the school day.

18. Alternative Work Organisation

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

19. Teachers Appointed to More Than One School

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.
- 19.2 A teacher appointed to two or more schools shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

20. Qualifications, Recruitment and Training

- 20.1 The minimum academic qualifications, vocational experience and or industrial experience and teacher training requirement for appointment as a teacher or other officer shall be determined by the Secretary.

- 20.2 The Secretary shall determine the procedures and mode of appointment for the recruitment of teachers from persons with an appropriate mix of academic qualifications, teacher training and or industry/vocational experience during or prior to the completion of appropriate academic qualifications or teacher training.

21. Calculation of Service

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

22. Temporary Teachers

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, Calculation of Service and the temporary teacher demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, a temporary teacher shall be entitled to be maintained on the salary level for a promotions position or to progress to the next step of the common incremental salary scale in Schedule 1A following the completion of:
- 22.4.1 203 days of service as a temporary teacher irrespective of breaks in that service; or
 - 22.4.2 an appointment, full time, for a full school year.
- 22.5 The provisions of subclause 22.4 regarding salary progression will apply in relation to the operation of Clause 3A. Salaries - current provisions - 2014 to 2015 and will not apply in 2016 after the commencement of the new salaries provisions in accordance with Clause 3. Salaries - New provisions - commencing in 2016 other than to those classifications referred to in Clause 3B.1.

23. Casual Teachers

- 23.1 The rates of pay for casual teachers are set out in Schedule 4A, Table 1 and Table 2 and Schedule 4B.
- 23.2 The daily hours of engagement for a casual teacher, which shall be worked continuously, shall be six and one half hours per day, including a 30 minute break during those hours.
- 23.3 The minimum daily engagement for casual teachers shall be two hours.
- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause shall apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.

- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 4A, Table 1 and Table 2 and Schedule 4B.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the Long Service Leave Act 1955 and Determination 5 of 2006, Casual School Teachers Adoption, Bereavement, Maternity, Parental and Personal Carer's Entitlements or its successor, are not affected.
- 23.7 On completing 203 days of casual teacher service, irrespective of breaks in that service, a casual teacher shall progress to the next daily rate of pay pursuant to their classification contained in Schedule 4A, Table 1 and Table 2.
- 23.8 The provisions of subclause 23.7 regarding salary progression will apply for 2014 and 2015 only. These provisions will not apply in 2016 when casual teachers will receive either a Band 1 or Band 2 rate of pay as provided for in Schedule 4B in accordance with their accreditation.
- 23.9 New casual teachers will be required to work for a minimum of the full time equivalent of two years before being eligible to receive the Band 2 rate of pay if they have attained the relevant accreditation.

24. Relief in PP6 or Principal - Environmental Education Centre or Hospital School Grade 1

2014 and 2015

- 24.1 Where the qualification period for the payment of higher duties is satisfied:
- 24.1.1 a casual teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 4A, Table 3; and
- 24.1.2 a temporary teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 shall be paid the salary of the position on a pro rata basis.
- 24.2 Where a PP6 position or a position as a Principal - Environmental Education Centre or Hospital School Grade 1 has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the PP6 or Principal - Environmental Education Centre or Hospital School Grade 1 on a temporary basis for the remainder of the year.

2016

- 24.3 Where the qualification period for the payment of higher duties is satisfied:
- 24.3.1 a casual teacher relieving in a TP1 or AP1 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 4B; and
- 24.3.2 a temporary teacher relieving in a TP1 or AP1 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 shall be paid the salary of the position on a pro rata basis.
- 24.4 Where a TP1 or AP1 position or a position as a Principal - Environmental Education Centre or Hospital School Grade 1 has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the TP1 or AP1 or Principal - Environmental Education Centre or Hospital School Grade 1 on a temporary basis for the remainder of the year.

25. Training and Development

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

26. Multi Skilling

- 26.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the Secretary may make provisions for teachers to extend or vary classifications on a temporary or permanent basis for:
- 26.1.1 primary teachers to teach Years 7 and 8 and secondary teachers to teach Years 5 and 6 classes;
- 26.1.2 secondary teachers to teach across subject areas in high schools; and
- 26.1.3 secondary or primary teachers to teach in subject areas covered by their qualifications, notwithstanding faculty organisations.
- 26.2 The Secretary shall:
- 26.2.1 identify such other long term and short term priority areas for multi skilling to meet the needs of the Department; and
- 26.2.2 designate any appropriate qualifications and training or course accreditation requirements.
- 26.3 To retrain teachers for identified priority areas, the Secretary shall establish appropriate retraining courses of appropriate content and duration.

27. Duties as Directed

- 27.1 The Secretary or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.
- 27.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 27.3 Any directions issued by the Secretary pursuant to subclauses 27.1 and 27.2 shall be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

28. Other Rates of Pay

- 28.1 Other rates of pay in schools shall be paid in terms of Schedule 5A and 5B.

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

- 29.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 10.

30. Teachers in Residential Agricultural High Schools - Special Conditions

- 30.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 11.

31. Dispute Resolution Procedures

- 31.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
- 31.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.
- 31.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department, either the Director, Public Schools or at the Executive Director level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 31.1.4 Where the procedures in paragraph 31.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Secretary, Corporate Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

32. No Further Claims

- 32.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2016, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 33.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 31, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 33.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 33.4 Nothing in this clause is to be taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; and

33.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

33.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

34. Work, Health & Safety

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

34.1.1 A "labour hire business" is a businesses (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer

34.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

34.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

34.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

34.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

34.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

35. Saturday School of Community Languages

35.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.10 of Schedule 12) at the Saturday School of Community Languages as ministerial employees in the public sector are exclusively as provided for in Schedule 12 to this award.

35.2 Such employment under Schedule 12 of this award is separate from any employment addressed elsewhere in this award under the Teaching Service Act or the Public Sector Employment and Management Act.

36. Educational Paraprofessionals

36.1 Educational paraprofessionals shall be remunerated in accordance with Schedule 6 of this award depending on their qualifications.

- 36.2 Educational paraprofessionals are employed in conjunction with National Partnership programs, as participants in internship and cadetship programs and as required for other initiatives undertaken in the Department.

37. National Professional Standards for Teachers

- 37.1 The parties agree that the standards used for the determination of teacher salaries under this award will be the seven standards comprising the Australian Professional Standards for Teachers as at December 2013 and set out in Schedule 13 to this award.
- 37.2 Achievement of these standards will be demonstrated through accreditation and maintenance at the Proficient teacher level and Highly Accomplished teacher level in line with the requirements of the BOSTES.
- 37.3 During 2014 and 2015 the Department and the Federation will consult on the development and implementation of relevant teacher accreditation processes as required by BOSTES.

38. Area, Incidence and Duration

- 38.1 This award rescinds and replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Reviewed Award published 7 November 2012 (375 I.G. 164).
- 38.2 This award shall commence on and from 1 January 2014 and remain in force until 31 December 2016.

SCHEDULE 1A

TEACHER SALARIES - COMMON INCREMENTAL SALARY SCALE - 2014 TO 2016

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

Current salary steps	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2%	2.15%
Step 13	91,071	92,892	94,889
Step 12	83,086	84,748	86,570
Step 11	79,934	81,533	83,286
Step 10	76,791	78,327	80,011
Step 9	73,645	75,118	76,733
Step 8	70,500	71,910	73,456
Step 7	67,352	68,699	70,176
Step 6	64,202	65,486	66,894
Step 5	61,061	62,282	63,621
Step 4	57,914	59,072	60,342
Step 3	55,062	56,163	57,371
Step 2	51,621	52,653	53,785
Step 1	47,361	48,308	49,347

SCHEDULE 1B**TEACHER SALARIES - PROFESSIONAL TEACHING STANDARDS**

The following salary scale applies to teachers.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2016 \$
Band 1 (Graduate)	63,621
Band 2 (Proficient)	76,733
Band 2.1	83,286
Band 2.2	86,570
Band 2.3	94,889
Band 3 (Highly Accomplished)	101,000

SCHEDULE 2A**PRINCIPALS - EXISTING CLASSIFICATION STRUCTURE 2014 TO 2016**

Table 1

Classification	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2%	2.15%
High School Principal			
Grade 1 (PH1)	156,524	159,654	163,087
Grade 2 (PH2)	149,968	152,967	156,256
Central School Principal			
PC1	147,808	150,764	154,005
PC2	136,300	139,026	142,015
PC3	130,780	133,396	136,264
PC4	126,390	128,918	131,690
Primary School Principal			
PP1	146,376	149,304	152,514
PP2	134,981	137,681	140,641
PP3	129,511	132,101	134,941
PP4	125,168	127,671	130,416
PP5	122,370	124,817	127,501
PP6	104,808	106,904	109,202
Principal - Environmental Education Centre or Hospital School Grade 2	122,370	124,817	127,501
Principal - Environmental Education Centre or Hospital School Grade 1	104,808	106,904	109,202

Table 2

Classification	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016* \$
Increase	2.27%	2%	2.15%
Executive Principal, Connected Communities	172,964	176,423	180,216

Note: The new principal classification structure to commence in 2016 does not apply to the position of Executive Principal, Connected Communities.

SCHEDULE 2B**PRINCIPALS - CLASSIFICATION STRUCTURE 2016**

Classification	Salary from the first pay period to commence on or after 1 January 2016 \$
Teaching Principal 1 (TP1) or Associate Principal	109,202
Teaching Principal 2 (TP2) or Associate Principal	127,501
P1	131,000 (Base level)
P2	141,000 (Base level + 10,000 complexity level loading)
P3	156,256 (Base level + 25,256 complexity level loading)
P4	163,087 (Base level + 32,087 complexity level loading)
P5	168,087 (Base level + 37,087 complexity level loading)

SCHEDULE 3**OTHER PROMOTIONS CLASSIFICATIONS IN THE TEACHING SERVICE - 2014 TO 2016**

Classification	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2%	2.15%
School based teaching service			
High School Deputy Principal	122,370	124,817	127,501
Deputy Principal (Secondary) Central School	122,370	124,817	127,501
Primary School Deputy Principal	122,370	124,817	127,501

Deputy Principal (Primary) Central School	122,370	124,817	127,501
Assistant Principal Primary School	104,808	106,904	109,202
Assistant Principal Central School	104,808	106,904	109,202
Head Teacher High School	104,808	106,904	109,202
Head Teacher Central School	104,808	106,904	109,202
Highly Accomplished Teacher (National Partnerships)	104,808	106,904	109,202
District Guidance Officer	104,808	106,904	109,202
Senior Assistant in Schools	93,439	95,308	97,357
Non School based teaching service			
Principal Education Officer	136,455	139,184	142,176
Senior Education Officer Class 2	122,982	125,442	128,139
Senior Education Officer Class 1			
Year 1	104,808	106,904	109,202
Year 2	109,140	111,323	113,716
Year 3	113,470	115,739	118,227

SCHEDULE 4A

RATES OF PAY - CASUAL TEACHERS LINKED TO COMMON INCREMENTAL SALARY SCALE - 2014 AND 2015

Table 1

Trained Teachers	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$
Increase	2.27%	2%
4YT Steps	364.65	371.94
4		
3	348.37	355.34
2**	332.09	338.73
1	315.83	322.15
3YT Steps		
5	348.37	355.34
4	332.09	338.73
3	315.83	322.15
2	299.56	305.55
1	284.79	290.49

2YT Steps		
4	315.83	322.15
3	299.56	305.55
2	284.79	290.49
1	266.99	272.33

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

Table 2

Conditionally Trained Teachers	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$
Increase	2.27%	2%
C(5YT) Steps		
4	364.65	371.94
3	348.37	355.34
Y1-2	332.09	338.73
C (4YT) Steps		
4	348.37	355.34
3	332.09	338.73
Y1-2	315.83	322.15
C (3YT) Steps		
4	315.83	322.15
3	299.56	305.55
Y1-2	284.79	290.49
C (2YT) Steps		
3	284.79	290.49
Y1-2	266.99	272.33

Table 3

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

	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$	Rates from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2%	2.15%
Casual PP6 Principal Environmental Education Centre or Hospital School Grade 1	542.10	552.94	564.83

SCHEDULE 4B

RATES OF PAY - CASUAL TEACHERS LINKED TO PROFESSIONAL TEACHING STANDARDS - 2016

Trained Teachers	Rates from the first pay period to commence on or after 1.1.2016 \$
Band 1	329.07
Band 2	396.89

SCHEDULE 5A**OTHER RATES OF PAY**

Classification	Rates from the first pay period to commence on or after 1.1.2014 \$ Per day	Rates from the first pay period to commence on or after 1.1.2015 \$ Per day	Rates from the first pay period to commence on or after 1.1.2016 \$ Per day
Increase	2.27%	2%	2.15%
Teacher in Charge	23.83	24.31	24.83
Demonstration Schools	9.88	10.08	10.30
Teachers of classes of students with disabilities	13.49	13.76	14.06
	\$ Per hour	\$ Per hour	\$ Per hour
Needlework/Craft Teacher	42.51	43.36	44.29

SCHEDULE 6**EDUCATIONAL PARAPROFESSIONAL 2014 -2016**

	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2%	2.15%
Step 1	51,621	52,653	53,785
Step 2	55,062	56,163	57,371
Step 3	57,914	59,072	60,342

SCHEDULE 7**ALLOWANCES****Table 1**

Schools	Rates from the first pay period to commence on or after 1.1.2014	Rates from the first pay period to commence on or after 1.1.2015	Rates from the first pay period to commence on or after 1.1.2016
Increase	2.27%	2%	2.15%
Home School Liaison Officer and Aboriginal Student Liaison Officer	2,674	2,727	2,786
Teacher in Charge	4,142	4,225	4,316
Year Adviser	3,674	3,747	3,828
Teachers with Health Education Certificate	1,322	1,348	1,377
Teachers other than the principal of classes of students with disabilities	2,348	2,395	2,446
Principals, schools for specific purposes	3,060	3,121	3,188

Principal of Stewart House	15,604	15,916	16,258
Assistant Principal of Stewart House	10,334	10,541	10,768
In a central school - DP (Primary), AP	1,860	1,897	1,938
Demonstration Schools			
Principal			
Class PP1	2,701	2,755	2,814
Class PP2	2,397	2,445	2,498*
			• see clause 5.3.1
Other promotion positions	2,100	2,142	2,188
Trained Teacher	1,705	1,739	1,776
Demonstration lessons			
Teachers in schools required to take demonstration lessons: per lesson	48.07	49.03	50.08
In other schools			
per half hour lesson	58.13	59.29	60.56
per 40 min. lesson	77.47	79.02	80.72
Maximum per annum	4,376	4,464	4,560
Residential Agricultural High Schools			
Rostered supervision teachers	10,334	10,541	10,768
Head Teacher (Welfare) residential supervision allowance	1,722	1,756	1,794
Teacher in charge of residential supervision allowance	1,769	1,804	1,843
Principal on call and special responsibility allowance	15,604	15,916	16,258
Deputy Principal on call and special responsibility allowance	14,099	14,381	14,690
Supervisor of female students			
Up to 200 students	1,843	1,880	1,920
201-400 students	2,966	3,025	3,090
More than 400 students	3,674	3,747	3,828
Education Officers			
Non Graduate			
Year 2	4,744	4,839	4,943
Year 1	4,744	4,839	4,943
Graduate			
Year 2	3,705	3,779	3,860
Year 1	3,705	3,779	3,860

Table 2

	Amount (*)
Executive Principal, Connected Communities	50,000

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

SCHEDULE 8

Locality Allowances

1. Definitions

1.1 For the purposes of this schedule:

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

From the first pay period to commence on or after 1.1.2014	From the first pay period to commence on or after 1.1.2015	From the first pay period to commence on or after 1.1.2016
\$	\$	\$
33	34	35

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

2. Part A - Allowances - Climatic Disability

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

Subclause No.	Climatic Allowances	Rates from the first pay period to commence on or after 1.1.2014 Per annum \$	Rates from the first pay period to commence on or after 1.1.2015 Per annum \$	Rates from the first pay period to commence on or after 1.1.2016 Per annum \$
	Increase	2.27%	2%	2.15%
2.1	Teacher without dependent partner	1,261	1,286	1,314
	Teacher with dependent partner	1,492	1,522	1,555
2.2	Teacher without dependent partner	638	651	665
	Teacher with dependent partner	851	868	887

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

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

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

Group	Rates from the first pay period to commence on or after 1.1.2014 Per annum \$	Rates from the first pay period to commence on or after 1.1.2015 Per annum \$	Rates from the first pay period to commence on or after 1.1.2016 Per annum \$
Increase	2.27%	2%	2.15%
1	4,144	4,227	4,318
2	3,729	3,804	3,886
3	3,313	3,379	3,452
4	2,901	2,959	3,023
5	2,485	2,535	2,590
6	2,074	2,115	2,160
7	1,660	1,693	1,729
8	1,246	1,271	1,298
9	834	851	869
10	415	423	432

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

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

Group	1st dependent child rates from the first pay period to commence on or after 1.1.2014 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2015 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2016 Per annum \$
Increase	2.27%	2%	2.15%
Group 1	496	506	517
Group 2	433	442	452
Group 3	366	373	381
Group 4	301	307	314
Groups 5 and 6	240	245	250
Group	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2014 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2015 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2016 Per annum \$
Group 1	333	340	347
Group 2	274	279	285
Group 3	206	210	215
Group 4	144	147	150
Groups 5 and 6	79	81	83

4. Part C - Allowances - Motor Vehicle

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

Group	Rates from the first pay period to commence on or after 1.1.2014 Per annum \$	Rates from the first pay period to commence on or after 1.1.2015 Per annum \$	Rates from the first pay period to commence on or after 1.1.2016 Per annum \$
Increase	2.27%	2%	2.15%
Groups 1, 2 and 3	2,227	2,272	2,321
Groups 5 and 6	1,118	1,140	1,165

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

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

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

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

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

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

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

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

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

From the first pay period to commence on or after 1.1.2014 \$	From the first pay period to commence on or after 1.1.2015 \$	From the first pay period to commence on or after 1.1.2016 \$
39	40	41

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

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

6.1.1 who for the time being is on maternity leave; or

6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness,

incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.

6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof shall be paid to that teacher upon written application made to the Secretary.

6.2.1 A teacher shall not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.

6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Secretary, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the teacher.

6.3 A teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Secretary may reasonably require.

6.4 The Secretary shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.

6.5 A teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Secretary's liability for the same. If any such sum shall be recovered subsequently to payment by the Secretary of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Secretary shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.

6.6 The Secretary may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.

6.6.1 In any such case, the Secretary shall reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1.1.2014	From the first pay period to commence on or after 1.1.2015	From the first pay period to commence on or after 1.1.2016
\$	\$	\$
33	34	35

6.6.2 If a teacher fails to comply with a requirement made by the Secretary under this subclause, such teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.

6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the Secretary in their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.

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

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

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

8. Part G - Locality Allowance Committee

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Secretary and the Federation;
 - 8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and
 - 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the Secretary and the Federation;
 - 8.2.2 elect its own chairperson, who shall not have a casting vote;
 - 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and
 - 8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the Industrial Relations Act 1996.

APPENDIX A**Allowance For Isolation From Socio Economic Goods And Services****Groupings of Schools**

Group 1 (9) Clare	Enngonia	Goodooga CS	Louth	Marra Creek
Tibooburra	Wanaaring	Weilmoringle	White Cliffs	
Group 2 (10) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (11) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (23) Bellbrook Drake Kingstown Palinyewah Wooli	Blackville Ebor Mallawa Tullibigeal Wyaliba	Carrathool Fairfax Mungindi Tulloona Yarrowitch	Collarenebri Garah Naradhan Wollar	Croppa Creek Hermidale Niangala Wongwibinda
Group 5 (37) Bigga	Bonalbo	Bribbaree	Burruga	Burren Junction
Cassilis	Chandler	Dundurrabin	Elands	Euabalong West
Eumungerie Hargraves Nymboida Rollands Plains Tabulam Yetman	Girilambone Jugiong Old Bonalbo Rosewood Tambar Springs Warrumbungle EEC	Glen Alice Mayrung Premer Rugby Tooraweenah	Glenreagh Millbank Pyramul Sofala Trunkay	Gwabegar North Star Rankins Springs Spring Ridge Windeyer
Group 6 (33) Ballimore Bonshaw Deepwater Humula Pallamallawa Toomelah	Bedgerebong Brewarrina CS Emmaville Lansdowne Upper Rand Tottenham	Bellata Bundarra Goolma Long Flat Rouchel Ulong	Belltrees Caragabal Grevillia Medlow Stuart Town Wambangalang EEC	Bendemeer Conargo Hernani Mullaley Talbingo Walgett Community College HS & PS
Group 7 (50) Ashford Bogan Gate Copmanhurst Gravesend	Barkers Vale Bungwahl Dalgety Greenethorpe	Ben Lomond Bunnaloo Dungowan Hannam Vale	Balranald Cargo Ellangowan	Bobin Coolongolook Euchareena
Khancoban Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Lake Cargelligo Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Lowanna Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle	Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Mullengandra Orama Savernake Towamba Willawarrin Woolomin

Group 8 (75) Afterlee Binalong Brooklesby Comboyne Dorrroughby EEC Euston Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum WhianWhian	Ardlethan Binya Burrumbuttock Cowper Duri Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock	Attunga Blighty Cabbage Tree Island Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Beckom Boree Creek Carroll Currabubula Errowanbang Gooloogong Johns River Lovesdale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Bemboka Bourke HS & PS Collins Creek Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong
Group 9 (67) Ariah Park Brungle Coffee Camp Crabbes Creek Delungra Geurie Kootingal Merriwa	Bald Blair Burringbar Collingullie Crossmaglen Eltham Gum Flat Maimuru Mitchells Island	Barellan Channon, The Coolah Cudal Eungai Ilford Mandurama Moteagle	Barmedman Clergate Coramba Coutts Crossing Eureka Jennings Manildra Mullion Creek	Blandford Clunes Corndale Darlington Pt Gerogery Kentucky Marrar Murrurundi
Neville Oxley Island Quaama Stratford Uranquinty Wombat	Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon	Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah	Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen	Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Aaminaby Berridale Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Adelong Bexhill Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head	Barham HS & PS Bibbenluke Bodalla Borenore Carcoar Chillingham Coopernook Crowdy Head Dorrigo HS & PS Empire Vale Gilgai	Barrington Bingara Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gladstone	Batlow Binnaway Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Goolmangar
Goonengerry Huntingdon Kellys Plains Lawrence Martindale Nemingha Rous Table Top Tinonee Warren CS Woodburn	Harrington Jerilderie Kendall Leeville Mathoura Nyngan HS & PS Scotts Head Tanja Tintinhull Wee Waa HS & PS Wyrallah	Herons Creek Jindabyne Kinchela Lennox Head Millthorpe Smithtown Spring Terrace Tathra Tregeagle Wentworth Yenda	Hillston Jindera Laggan Lockhart Modanville Old Bar Stokers Siding Terranora Tumbulgum Willow Tree Yeoval	Howlong Karangi Lansdowne Main Arm Upper Mogo Repton Stuarts Point Teven-Tintenbar Uki Wilsons Creek Yerong Creek

SCHEDULE 9

Excess Travel and Compensation for Travel on Official Business

PART A

Excess Travel

1. Definitions

1.1 For the purpose of Part A of this Schedule:

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

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

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

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

2. Teaching in More Than One School

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

3. Payment for Excess Travel Time

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

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

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

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

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

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

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

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

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

3.3 For 2014 and 2015, teachers who are in receipt of a salary in excess of the rate applicable to the eleventh step of the common incremental salary scale set out in Schedule 1A, shall be paid travelling time calculated at the rate applicable to the abovementioned eleventh step.

3.4 For 2016, teachers who are in receipt of a salary in excess of the rate applicable to Band 2.1 as set out in Schedule 1B, shall be paid travelling time calculated at the rate applicable to the abovementioned rate.

4. Payment for Excess Travel -

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

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

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

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

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

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

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

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

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

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

PART B

Compensation for Travel on Official Business

1. Definitions
- 1.1 For the purpose of Part B of this Schedule:
- 1.1.1 "Headquarters" for a teacher means the school or administrative centre nominated by the Secretary for the particular teacher.
- 1.1.2 "Teacher" means a permanent or temporary teacher employed in the Teaching Service, but does not mean, unless otherwise specified, a casual teacher.

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

2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
 - 3.1 Payment, on a case by case basis, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in subclause 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.
4. The Use of a Teacher's Private Motor Vehicle on Official Business is Not Mandatory.
5. Official Business Rate -
 - 5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:
 - 5.1.1 an official vehicle is available;
 - 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.
 - 5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
 - 5.3 The rate paid is that specified at clause 9 of this schedule.
6. Casual Rate -
 - 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
 - 6.1.1 an official vehicle is available;
 - 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
 - 6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.
 - 6.3 The rate paid is that specified at clause 9 of this schedule.
7. Payment of 2601 Cc Or More Motor Vehicle Rate -
 - 7.1 Where the Teacher's Normal Duties Are Performed Within the Sydney Region (as Defined By the Department of Planning) the Maximum Per Kilometre Rate Payable Shall be the 1601 to 2600 Cc Rate.

- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

8 Daily Deduction -

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

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

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

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

- 8.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 8.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 8.5 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.

- 8.6 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 8.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 8.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

9. Official Business and Casual Rate -

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

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

SCHEDULE 10

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

Qualifications and Appointments -

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

Duties -

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

Training -

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

Salaries -

Home School Liaison Officers -

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

Aboriginal Student Liaison Officers -

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

Aboriginal student liaison officers who are:

Non-graduates - step 3

Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime shall not be paid for hours worked in excess of seven hours per day and no compensatory leave shall be allowed for evening, Saturday or Sunday work. In addition, no compensation shall be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers shall receive:
 - 10.1 an allowance as provided for in paragraph 5.2.1 of clause 5, Allowances, and Schedule 7; and
 - 10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave shall be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Secretary.

Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers shall enjoy the hours and conditions of employment applying to other non-school based teaching service personnel.
12. The ordinary hours of work, exclusive of meal times, shall be 35 per week to be worked Monday to Friday inclusive and to commence on such days at or after 8.00am and conclude on or before 6.00pm. Provided that, where required, a home school liaison officer or Aboriginal student liaison officer shall be required to work beyond these normal hours on weekdays and to work on weekends.
13. Annual recreation leave shall accrue at the rate of four weeks per year.
14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer shall be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.
15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.

Subsequent Employment -

Home School Liaison Officers -

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

Aboriginal Student Liaison Officers -

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

SCHEDULE 11

Special Conditions Covering Teachers at Residential Agricultural High Schools

1. Special Conditions -
 - 1.1 The principal, following consultation with a representative nominated by the staff in a residential agricultural high school, shall prepare detailed information on the duties of teachers and the conditions of employment in the school. This information shall include rostered duty requirements, residential requirements and other information that shall assist both new appointments and teachers who may be transferred to the school by the Secretary.
 - 1.2 All new teachers at the schools shall be supplied with a copy of this information before accepting appointment to the school.

2. All new vacant positions shall be deemed to be special fitness positions, provided that the Secretary shall retain the right to fill any vacant positions by way of transfer or such other manner as considered appropriate.
3. Subject to the availability of accommodation, all teachers appointed to vacant positions in the schools shall be required to reside on the school site for a minimum period of three years.
4. Following the minimum period referred to in clause 3 of this schedule, and subject to the needs of the school, teachers may apply for a further residence on-site for another two year period. Thereafter a teacher may seek an extension of residency and tenure beyond this two year period.
5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site shall be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.
6. A library supervisor shall be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.

In selecting a library supervisor the principal shall, as he or she considers appropriate, give priority to employing trained teachers.

7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.
8. The duties of the head teachers (welfare) shall include:
 - 8.1 undertaking rostered supervision duty;
 - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
 - 8.3 implementation of student supervision rosters;
 - 8.4 supervision of teachers on roster duty;
 - 8.5 responsibility for school welfare programs.
9. At each school, one teacher in charge of residential supervision shall be appointed by the principal (consistent with subclause 2.60 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 7.
10. Educational programs shall be provided for all students at the school, up to and including the last school day of all four school terms.
11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, shall be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
 - 11.1 Teachers on a full rostered program shall be required to undertake one rostered duty in every ten days during the designated school year.
 - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and shall be paid the rostered supervision allowance on a pro rata basis.
 - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, shall determine the most appropriate staffing roster.

- 11.4 The size and composition of rostered duty teams shall be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
 - 11.5 Teachers on rostered supervision duty shall be provided with free meals at the school for the duration of their rostered duty.
 - 11.6 Staff on rostered duty shall be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks shall be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances or the exigencies of the school on a particular day makes this impractical. There shall be no requirement to engage casual labour as a result of staff taking such breaks.
12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 shall be paid on the basis that:
 - 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
 - 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period shall operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
 - 12.3 During the on call period there shall be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
 - 12.4 Teachers who are absent on leave for one term or more shall lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one shall be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
 - 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher shall be entitled to be paid.
 13. An additional allowance based on the average rate for a rostered duty shall be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
 14. The head teacher (welfare) shall be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 7.
 15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
 16. The Department shall investigate providing
 - 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers shall be provided.

- 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

SCHEDULE 12

Saturday School of Community Languages

1. Arrangement

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

Table 1 - Remuneration, Monetary Rates

2. Definitions

- 2.1 "Appointed Saturday School Community Language Teacher" means an employee who has been appointed to an ongoing position at Saturday School of Community Languages.
- 2.2 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.3 "Centre" means a location at which language teaching and learning is conducted by the Saturday School of Community Languages.
- 2.4 "Conditionally Approved Saturday School Community Language Teacher" means an employee who is responsible as part of a team for the educational instruction of students in a Centre of the Saturday School of Community Languages whose approval to teach is conditional upon completion of the Saturday School Language Intensive Methodology Course or equivalent educational requirements as determined by the Secretary.
- 2.5 "Casual Saturday School Community Language Teacher" means an employee who is not appointed to an ongoing position at the Saturday School of Community Languages.

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

3. Employment Jurisdiction

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

4. Recruitment and Appointment

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Saturday School of Community Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment shall be conditional on:
- 4.2.1 the Saturday School of Community Languages' ongoing need for the service provided; and
- 4.2.2 satisfactory performance of duties.
- 4.3 For appointed employees satisfactory performance of duties shall be appraised by annual review which may, where appropriate, and in paid time, be supported by:

- (i) conferences between the employee and principal or nominee;
 - (ii) observations of educational programs;
 - (iii) review of documentation such as lesson planning, lesson materials and student work plan, evaluations and reports.
- 4.4 In implementing the annual review the following shall be taken into account:
- (i) the level of experience of the employee (so that less experienced employees are given greater attention); and
 - (ii) the particular circumstances of the centre.
- 4.5 The annual review shall be supported by way of a new teacher assessment and review schedule which will be negotiated by the parties.
- 4.6 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclauses 4.7, 4.8 and 4.9 of this clause.
- 4.7 Persons appointed as Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers, Conditionally Approved Saturday School Community Language Teachers, Curriculum Co-ordinators, Assistant Supervisors and Supervisors and to possess appropriate qualifications or experience following consultation with the Teachers Federation.
- 4.8 Saturday School Community Language Teachers are required to possess either a teaching qualification or a language teaching methodology qualification (eg the Saturday School Language Intensive Methodology Course).
- 4.9 Conditionally Approved Saturday School Community Language Teachers are required to complete an appropriate languages methodology course as determined by the Secretary following consultation with the Teachers Federation, during their period of employment. Payment for participation in the course shall be in accordance with subclause 9.4 of clause 9, Training and Development.

5. Allocation to Centres and Classes

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

6. Duties as Directed

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

7. Remuneration

- 7.1 Rates of pay shall be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Saturday School of Community Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Saturday School of Community Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for these classifications of teachers shall be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week
- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For an Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher or Conditionally Approved Saturday School Community Language Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Saturday School of Community Languages. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.8 An Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher and Conditionally Approved Saturday School Community Language Teachers approved paid hours as prescribed in subclause 7.6 include 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Appointed Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.
- 7.10 Salary packaging

7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

7.10.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

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

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

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

7.10.4.2 any administrative fees.

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

7.10.5.1 Superannuation Guarantee Contributions;

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

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

8. Travel Expenses

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

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

9. Training and Development

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

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

- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 Conditionally Approved Saturday School Community Language Teachers shall have the opportunity to undertake an appropriate language methodology course as determined by the Secretary following consultation with the Federation. Any time spent on workshop components of such a course up to a maximum of fifty-five hours shall be paid. Time spent on any workshop components of an appropriate language methodology course as determined by the Secretary shall be paid at the hourly rate prescribed for Conditionally Approved Saturday School Community Language Teachers as set out in Table 1 - Monetary Rates. Such payment shall be made for each workshop attended. Payment shall be made at the conclusion of the course.

10. Recognition of Service

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

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1997;
 - 11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. Parental Leave and Other Entitlements

12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act 1996, if they meet the definition of a regular casual employee (see section 53(2) of the Industrial Relations Act 1996). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

12.1.1 The Secretary must not fail to re-engage an employee who meets the definition of a regular casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

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

12.2 Personal Carers Entitlements

12.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4.2 below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 12.2.4, and the notice requirements set out in 12.2.5.

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

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

12.2.4 The employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the Secretary or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

12.2.5 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day of such absence, the employee will inform the Secretary within 24 hours of the absence.

12.3 Bereavement entitlements

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

12.3.2 The Secretary and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be

available to attend work for up to 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

12.3.3 The Secretary must not fail to re-engage a employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a employee are otherwise not affected.

12.3.4 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

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

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

12.4.2 the person concerned being:

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

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

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

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

13. Dispute Resolution Procedures

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

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

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

13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the

Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

- 13.2 Where the above procedures in subparagraph 13.1 do not lead to a resolution of the dispute, the matter shall be referred to the Deputy Secretary Corporate Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 13.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

14. Goods and Services Tax

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

15. Deduction of Union Membership Fees

- 15.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 15.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 15.3 Subject 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 15.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 15.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 15.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

16. Secure Employment

- 16.1 A Casual Saturday School Community Language Teacher engaged on a regular and systematic basis during two consecutive terms (equivalent to 20 Saturdays) in a calendar year shall thereafter have the right to elect to have his or her ongoing contract of employment converted to Appointed Saturday School Community Language Teacher status if the position is to continue beyond the conversion process prescribed by this clause. Casual engagements which do not give a teacher the right to elect because that would contravene paragraph 16.4 will be identified on engagement.
- 16.2 The Department shall give the Casual Saturday School Community Language Teacher notice in writing of the provisions of this clause within four weeks of the Casual Saturday School Community Language Teacher having attained such period of two consecutive school terms. However, the Casual Saturday School Community Language Teacher retains his or her right of election under this clause if the Department fails to comply with this notice requirement.

- 16.3 Any Casual Saturday School Community Language Teacher who has a right to elect under subclause 16.1, upon receiving notice under subclause 16.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Department that he or she seeks to elect to be converted to Appointed Saturday School Community Language Teacher status and within four weeks of receiving such notice from the Casual Saturday School Community Language Teacher, the Department shall consent to or refuse the election, but shall not unreasonably so refuse.
- 16.4 When deciding whether to consent or refuse an election made in accordance with paragraph 16.3, the Department will not consent to conversion if conversion would result in the Casual Saturday School Community Language Teacher being appointed to a position which is already occupied by an Appointed Saturday School Community Language Teacher who is on leave or otherwise absent.
- 16.5 Where the Department refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Casual Saturday School Community Language Teacher concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 16.6 Any Casual Saturday School Community Language Teacher who does not, within four weeks of receiving written notice from the Department, elect to convert his or her ongoing contract of employment will be deemed to have elected against any such appointment.
- 16.7 If there is any dispute about the arrangements to apply to a Casual Saturday School Community Language Teacher electing to be appointed, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 16.8 A Casual Saturday School Community Language Teacher must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
- 16.9 This clause will take effect for appointments commencing in 2007.

17. Work, Health and Safety

- 17.1 For the purposes of this clause, the following definitions shall apply:
- 17.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 17.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 17.2 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):
- 17.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 17.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

17.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

17.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

SCHEDULE 12

Table 1 - Remuneration, Monetary Rates

Saturday School of Community Languages

Classification	Saturday sessional rate to commence from the first pay period to commence on or after 1.1.2014	Saturday sessional rate to commence from the first pay period to commence on or after 1.1.2015	Saturday sessional rate to commence from the first pay period to commence on or after 1.1.2016
Increase	2.27%	2%	2.15%
Supervisor	695.52	709.43	724.68
Assistant Supervisor	551.12	562.14	574.23
Curriculum Co-ordinator	551.12	562.14	574.23

Classification	Hourly rate to commence from the first pay period to commence on or after 1.1.2014	Saturday sessional rate to commence from the first pay period to commence on or after 1.1.2015	Saturday sessional rate to commence from the first pay period to commence on or after 1.1.2016
Increase	2.27%	2%	2.15%
Supervisor	115.91	118.23	120.77
Assistant Supervisor	91.86	93.70	95.71
Curriculum Co-ordinator	91.86	93.70	95.71
Teacher	75.48	76.99	78.65
Conditionally Approved Teacher	70.20	71.60	73.14

SCHEDULE 13

National Professional Standards for Teachers

Standard 1 - know students and how they learn

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Physical, social and intellectual development and characteristics of students	1.1.1 Demonstrate knowledge and understanding of physical, social and intellectual development and characteristics of students and how these may affect learning.	1.1.2 Use teaching strategies based on knowledge of students' physical, social and intellectual development and characteristics to improve student learning.	1.1.3 Select from a flexible and effective repertoire of teaching strategies to suit the physical, social and intellectual development and characteristics of students.	1.1.4 Lead colleagues to select and develop teaching strategies to improve student learning using knowledge of the physical, social and intellectual development and characteristics of students.
Understand how students learn	1.2.1 Demonstrate knowledge and understanding of research into how students learn and the implications for teaching.	1.2.2 Structure teaching programs using research and collegial advice about how students learn.	1.2.3 Expand understanding of how students learn using research and workplace knowledge.	1.2.4 Lead processes to evaluate the effectiveness of teaching programs using research and workplace knowledge about how students learn.
Students with diverse linguistic, cultural, religious and socio economic backgrounds	1.3.1 Demonstrate knowledge of teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socioeconomic backgrounds.	1.3.2 Design and implement teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socioeconomic backgrounds.	1.3.3 Support colleagues to develop effective teaching strategies that address the learning strengths and needs of students from diverse linguistic, cultural, religious and socioeconomic backgrounds.	1.3.4 Evaluate and revise school learning and teaching programs, using expert and community knowledge and experience, to meet the needs of students with diverse linguistic, cultural, religious and socioeconomic backgrounds.
Strategies for teaching Aboriginal and Torres Strait Islander students	1.4.1 Demonstrate broad knowledge and understanding of the impact of culture, cultural identity and linguistic background on the education of students from Aboriginal and Torres Strait Islander backgrounds.	1.4.2 Design and implement effective teaching strategies that are responsive to the local community and cultural setting, linguistic background and histories of Aboriginal and Torres Strait Islander students.	1.4.3 Provide advice and support colleagues in the implementation of effective teaching strategies for Aboriginal and Torres Strait Islander students using knowledge of and support from community representatives.	1.4.4 Develop teaching programs that support equitable and ongoing participation of Aboriginal and Torres Strait Islander students by engaging in collaborative relationships with community representatives and parents/carers.

Differentiate teaching to meet the specific learning needs of students across the full range of abilities	1.5.1 Demonstrate knowledge and understanding of strategies for differentiating teaching to meet the specific learning needs of students across the full range of abilities.	1.5.2 Develop teaching activities that incorporate differentiated strategies to meet the specific learning needs of students across the full range of abilities.	1.5.3 Evaluate learning and teaching programs, using student assessment data, that are differentiated for the specific learning needs of students across the full range of abilities.	1.5.4 Lead colleagues to evaluate the effectiveness of learning and teaching programs differentiated for the specific learning needs of students across the full range of abilities.
Strategies to support full participation of students with disability	1.6.1 Demonstrate broad knowledge and understanding of legislative requirements and teaching strategies that support participation and learning of students with disability.	1.6.2 Design and implement teaching activities that support the participation and learning of students with disability and address relevant policy and legislative requirements.	1.6.3 Work with colleagues to access specialist knowledge, and relevant policy and legislation, to develop teaching programs that support the participation and learning of students with disability.	1.6.4 Initiate and lead the review of school policies to support the engagement and full participation of students with disability and ensure compliance with legislative and/or system policies.

Standard 2 - know the content and how to teach it

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Content and teaching strategies of the teaching area	2.1.1 Demonstrate knowledge and understanding of the concepts, substance and structure of the content and teaching strategies of the teaching area	2.1.2 Apply knowledge of the content and teaching strategies of the teaching area to develop engaging teaching activities.	2.1.3 Support colleagues using current and comprehensive knowledge of content and teaching strategies to develop and implement engaging learning and teaching programs.	2.1.4 Lead initiatives within the school to evaluate and improve knowledge of content and teaching strategies and demonstrate exemplary teaching of subjects using effective, research-based learning and teaching programs.

Content selection and organisation	2.2.1 Organise content into an effective learning and teaching sequence.	2.2.2 Organise content into coherent, well-sequenced learning and teaching programs.	2.2.3 Exhibit innovative practice in the selection and organisation of content and delivery of learning and teaching programs.	2.2.4 Lead initiatives that utilise comprehensive content knowledge to improve the selection and sequencing of content into coherently organised learning and teaching programs.
Curriculum, assessment and reporting	2.3.1 Use curriculum, assessment and reporting knowledge to design learning sequences and lesson plans.	2.3.2 Design and implement learning and teaching programs using knowledge of curriculum, assessment and reporting requirements.	2.3.3 Support colleagues to plan and implement learning and teaching programs using contemporary knowledge and understanding of curriculum, assessment and reporting requirements.	2.3.4 Lead colleagues to develop learning and teaching programs using comprehensive knowledge of curriculum, assessment and reporting requirements.
Understand and respect Aboriginal and Torres Strait Islander people to Promote reconciliation Between Indigenous and non-Indigenous Australians	2.4.1 Demonstrate broad knowledge of, understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.2 Provide opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.3 Support colleagues with providing opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.4 Lead initiatives to assist colleagues with opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.
Literacy and numeracy strategies	2.5.1 Know and understand literacy and numeracy teaching strategies and their application in teaching areas.	2.5.2 Apply knowledge and understanding of effective teaching strategies to support students' literacy and numeracy achievement.	2.5.3 Support colleagues to implement effective teaching strategies to improve students' literacy and numeracy achievement.	2.5.4 Monitor and evaluate the implementation of teaching strategies within the school to improve students' achievement in literacy and numeracy using research-based knowledge and student data.

Information and Communication Technology (ICT)	2.6.1 Implement teaching strategies for using ICT to expand curriculum learning opportunities for students.	2.6.2 Use effective teaching strategies to integrate ICT into learning and teaching programs to make selected content relevant and meaningful.	2.6.3 Model high-level teaching knowledge and skills and work with colleagues to use current ICT to improve their teaching practice and make content relevant and meaningful.	2.6.4 Lead and support colleagues within the school to select and use ICT with effective teaching strategies to expand learning opportunities and content knowledge for all students.
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Standard 3 - plan for and implement effective teaching and learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Establish Challenging learning goals	3.1.1 Set learning goals that provide achievable challenges for students of varying abilities and characteristics.	3.1.2 Set explicit, challenging and achievable learning goals for all students.	3.1.3 Develop a culture of high expectations for all students by modelling and setting challenging learning goals.	3.1.4 Demonstrate exemplary practice and high expectations and lead colleagues to encourage students to pursue challenging goals in all aspects of their education.
Plan, structure and sequence learning programs	3.2.1 Plan lesson sequences using knowledge of student learning, content and effective teaching strategies.	3.2.2 Plan and implement well structured learning and teaching programs or lesson sequences that engage students and promote learning.	3.2.3 Work with colleagues to plan, evaluate and modify learning and teaching programs to create productive learning environments that engage all students.	3.2.4 Exhibit exemplary practice and lead colleagues to plan, implement and review the effectiveness of their learning and teaching programs to develop students' knowledge, understanding and skills.
Use teaching strategies	3.3.1 Include a range of teaching strategies in teaching.	3.3.2 Select and use relevant teaching strategies to develop knowledge, skills, problem solving and critical and creative thinking.	3.3.3 Support colleagues to select and apply effective teaching strategies to develop knowledge, skills, problem solving and critical and creative thinking.	3.3.4 Work with colleagues to review, modify and expand their repertoire of teaching strategies to enable students to use knowledge, skills, problem solving and critical and creative thinking.

Select and use resources	3.4.1 Demonstrate knowledge of a range of resources, including ICT, that engage students in their learning.	3.4.2 Select and/or create and use a range of resources, including ICT, to engage students in their learning.	3.4.3 Assist colleagues to create, select and use a wide range of resources, including ICT, to engage students in their learning.	3.4.4 Model exemplary skills and lead colleagues in selecting, creating and evaluating resources, including ICT, for application by teachers within or beyond the school.
Use effective classroom communication	3.5.1 Demonstrate a range of verbal and nonverbal communication strategies to support student engagement.	3.5.2 Use effective verbal and non-verbal communication strategies to support student understanding, participation engagement and achievement.	3.5.3 Assist colleagues to select a wide range of verbal and non-verbal communication strategies to support students' understanding, engagement and achievement.	3.5.4 Demonstrate and lead by example inclusive verbal and non-verbal communication using collaborative strategies and contextual knowledge to support students' understanding, engagement and achievement.
Evaluate and improve teaching programs	3.6.1 Demonstrate broad knowledge of strategies that can be used to evaluate teaching programs to improve student learning.	3.6.2 Evaluate personal teaching and learning programs using evidence, including feedback from students and student assessment data, to inform planning.	3.6.3 Work with colleagues to review current teaching and learning programs using student feedback, student assessment data, knowledge of curriculum and workplace practices.	3.6.4 Conduct regular reviews of teaching and learning programs using multiple sources of evidence including: student assessment data, curriculum documents, teaching practices and feedback from parents/carers, students and colleagues.
Engage parents/carers in the educative process	3.7.1 Describe a broad range of strategies for involving parents/carers in the educative process	3.7.2 Plan for appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.3 Work with colleagues to provide appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.4 Initiate contextually relevant processes to establish programs that involve parents/carers in the education of their children and broader school priorities and activities.

Standard 4 -create and maintain supportive and safe learning environments

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Support student participation	4.1.1 Identify strategies to support inclusive student participation and engagement in classroom activities.	4.1.2 Establish and implement inclusive and positive interactions to engage and support all students in classroom activities.	4.1.3 Model effective practice and support colleagues to implement inclusive strategies that engage and support all students.	4.1.4 Demonstrate and lead by example the development of productive and inclusive learning environments across the school by reviewing inclusive strategies and exploring new approaches to engage and support all students.
Manage classroom activities	4.2.1 Demonstrate the capacity to organise classroom activities and provide clear directions.	4.2.2 Establish and maintain orderly and workable routines to create an environment where student time is spent on learning tasks.	4.2.3 Model and share with colleagues a flexible repertoire of strategies for classroom management to ensure all students are engaged in purposeful activities.	4.2.4 Initiate strategies and lead colleagues to implement effective classroom management and promote student responsibility for learning.
Manage challenging behaviour	4.3.1 Demonstrate knowledge of practical approaches to manage challenging behaviour.	4.3.2 Manage challenging behaviour by establishing and negotiating clear expectations with students and address discipline issues promptly, fairly and respectfully.	4.3.3 Develop and share with colleagues a flexible repertoire of behaviour management strategies using expert knowledge and workplace experience.	4.3.4 Lead and implement behaviour management initiatives to assist colleagues to broaden their range of strategies.

Maintain student safety	4.4.1 Describe strategies that support students' wellbeing and safety within school and/or system, curriculum and legislative requirements.	4.4.2 Ensure students' wellbeing and safety within school by implementing school and/or system, curriculum and legislative requirements.	4.4.3 Initiate and take responsibility for implementing current school and/or system, curriculum and legislative requirements to ensure student well-being and safety.	4.4.4 Evaluate the effectiveness of student well-being policies and safe working practices using current school and/or system, curriculum and legislative requirements and assist colleagues to update their practices.
Use ICT safely, responsibly and ethically	4.5.1 Demonstrate an understanding of the relevant issues and the strategies available to support the safe, responsible and ethical use of ICT in learning and teaching.	4.5.2 Incorporate strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.3 Model, and support colleagues to develop, strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.4 Review or implement new policies and strategies to ensure the safe, responsible and ethical use of ICT in learning and teaching.

Standard 5 -assess, provide feedback and report on student learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Assess student learning	5.1.1 Demonstrate understanding of assessment strategies including, informal and formal, diagnostic, formative and summative approaches to assess student learning.	5.1.2 Develop, select and use informal and formal, diagnostic, formative and summative assessment strategies to assess student learning	5.1.3 Develop and apply a comprehensive range of assessment strategies to diagnose learning needs, comply with curriculum requirements and support colleagues to evaluate the effectiveness of their approaches to assessment.	5.1.4 Evaluate school assessment policies and strategies to support colleagues with: using assessment data to diagnose learning needs, complying with curriculum, system and/ or school assessment requirements and using a range of assessment strategies.

Provide feedback to students on their learning	5.2.1 Demonstrate an understanding of the purpose of providing timely and appropriate feedback to students about their learning	5.2.2 Provide timely, effective and appropriate feedback to students about their achievement relative to their learning goals.	5.2.3 Select from an effective range of strategies to provide targeted feedback based on informed and timely judgements of each student's current needs in order to progress learning.	5.2.4 Model exemplary practice and initiate programs to support colleagues in applying a range of timely, effective and appropriate feedback strategies.
Make consistent and comparable judgements	5.3.1 Demonstrate understanding of assessment moderation and its application to support consistent and comparable judgements of student learning.	5.3.2 Understand and participate in assessment moderation activities to support consistent and comparable judgements of student learning.	5.3.3 Organise assessment moderation activities that support consistent and comparable judgements of student learning.	5.3.4 Lead and evaluate moderation activities that ensure consistent and comparable judgements of student learning to meet curriculum and school or system requirements.
Interpret student data	5.4.1 Demonstrate the capacity to interpret student assessment data to evaluate student learning and modify teaching practice.	5.4.2 Use student assessment data to analyse and evaluate student understanding of subject/ content, identifying interventions and modifying teaching practice.	5.4.3 Work with colleagues to use data from internal and external student assessments for evaluating learning and teaching, identifying interventions and modifying teaching practice.	5.4.4 Co-ordinate student performance and program evaluation using internal and external student assessment data to improve teaching practice.
Report on student achievement	5.5.1 Demonstrate understanding of a range of strategies for reporting to students and parents/carers and the purpose of keeping accurate and reliable records of student achievement.	5.5.2 Report clearly, accurately and respectfully to students and parents/ carers about student achievement making use of accurate and reliable records.	5.5.3 Work with colleagues to construct accurate, informative and timely reports to students and parents/carers about student learning and achievement.	5.5.4 Evaluate and revise reporting and accountability mechanisms in the school to meet the needs of students, parents/carers and colleagues.

Standard 6 - engage in professional learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Identify and plan professional learning needs	6.1.1 Demonstrate an understanding of the role of the National Professional Standards for Teachers in identifying professional learning needs.	6.1.2 Use the National Professional Standards for Teachers and advice from colleagues to identify and plan professional learning needs.	6.1.3 Analyse the National Professional Standards for Teachers to plan personal professional development goals, support colleagues to identify and achieve personal development goals and pre-service teachers to improve classroom practice.	6.1.4 Use comprehensive knowledge of the National Professional Standards for Teachers to plan and lead the development of professional learning policies and programs that address the professional learning needs of colleagues and pre-service teachers.
Engage in professional learning and improve practice	6.2.1 Understand the relevant and appropriate sources of professional learning for teachers.	6.2.2 Participate in learning to update knowledge and practice, targeted to professional needs and school and/or system priorities.	6.2.3 Plan for professional learning by accessing and critiquing relevant research, engage in high quality targeted opportunities to improve practice and offer quality placements for pre-service teachers where applicable.	6.2.4 Initiate collaborative relationships to expand professional learning opportunities, engage in research, and provide quality opportunities and placements for pre-service teachers.
Engage with colleagues and improve practice	6.3.1 Seek and apply constructive feedback from supervisors and teachers to improve teaching practices.	6.3.2 Contribute to collegial discussions and apply constructive feedback from colleagues to improve professional knowledge and practice.	6.3.3 Initiate and engage in professional discussions with colleagues in a range of forums to evaluate practice directed at improving professional knowledge and practice, and the educational outcomes of students.	6.3.4 Implement professional dialogue within the school or professional learning network(s) that is informed by feedback, analysis of current research and practice to improve the educational outcomes of students.

Apply professional Learning and improve student learning	6.4.1 Demonstrate an understanding of the rationale for continued professional learning and the implications for improved student learning.	6.4.2 Undertake professional learning programs designed to address identified student learning needs.	6.4.3 Engage with colleagues to evaluate the effectiveness of teacher professional learning activities to address student learning needs.	6.4.4 Advocate for, participate in and lead strategies to support high-quality professional learning opportunities for colleagues that focus on improved student learning.
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Standard 7 - engage professionally with colleagues, parents/carers and the community

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Meet professional ethics and responsibilities	7.1.1 Understand and apply the key principles described in codes of ethics and conduct for the teaching profession.	7.1.2 Meet codes of ethics and conduct established by regulatory authorities, systems and schools.	7.1.3 Maintain high ethical standards and support colleagues to interpret codes of ethics and exercise sound judgement in all school and community contexts.	7.1.4 Model exemplary ethical behaviour and exercise informed judgements in all professional dealings with students, colleagues and the community.
Comply with legislative, administrative and organisational requirements	7.2.1 Understand the relevant legislative, administrative and organisational policies and processes required for teachers according to school stage.	7.2.2 Understand the implications of and comply with relevant legislative, administrative and organisational and professional requirements, policies and processes.	7.2.3 Support colleagues to review and interpret legislative, administrative, and organisational requirements, policies and processes.	7.2.4 Initiate, develop and implement relevant policies and processes to support colleagues' compliance with and understanding of existing and new legislative, administrative, organisational and professional responsibilities.
Engage with the parents/carers	7.3.1 Understand strategies for working effectively, sensitively and confidentially with parents/carers.	7.3.2 Establish and maintain respectful collaborative relationships with parents/carers regarding their children's learning and well-being.	7.3.3 Demonstrate responsiveness in all communications with parents/carers about their children's learning and well-being.	7.3.4 Identify, initiate and build on opportunities that engage parents/carers in both the progress of their children's learning and in the educational priorities of the school.

Engage with Professional teaching networks and broader communities	7.4.1 Understand the role of external professionals and community representatives in broadening teachers' professional knowledge and practice.	7.4.2 Participate in professional and community networks and forums to broaden knowledge and improve practice.	7.4.3 Contribute to professional networks and associations and build productive links with the wider community to improve teaching and learning.	7.4.4 Take a leadership role in professional and community networks and support the involvement of colleagues in external learning opportunities.
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M. J. WALTON J , *President*

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HAIR AND BEAUTY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 553 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete Clause 10 State Wage Case Adjustments, of the award published 23 July 2004 (345 I.G. 452), and reprinted 27 January 2012 (372 I.G. 353) and insert in lieu thereof the following:

10. State Wage Case Adjustments and Extra Claims

- 10.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2013.

These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B Monetary Rates and insert in lieu thereof the following:

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

Level	Classification	SWC 2011 (2.5%) Amount \$	SWC 2012 (2.5%) Amount \$	SWC 2013 (2.27%) Amount \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and /or doing board work generally Hairdresser doing men's and /or ladies hairdressing Beauty Therapist	706.30	724.00	740.40
2	Receptionist/Salon Assistant - 21 years of age and over	670.00	686.80	702.40
3	Beautician, Electrologist, Chiropodist	665.10	681.80	697.30

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2011 (2.5%) Amount \$	SWC 2012 (2.5%) Amount \$	SWC 2013 (2.27%) Amount \$
1	7(v)	Meal Allowance per meal	9.40	9.60	9.80
2	9 (iv)	Employee in charge per day	7.70	7.90	8.10
3	13 (ii)	Tool allowance per week	9.00	9.20	9.40
4	14	Health Department per hour	1.10	1.20	1.20
5	15	Laundry per week	6.10	6.30	6.40
6	16	First aid per week	11.00	11.20	11.50
7	18	Transport per km	0.79	0.81	0.83

Table 3 - Part-time and Casual Rates of Pay

2011

Level	Classification	Part-time rate per hour SWC 2011 (2.5 %) \$	Casual rate per hour SWC 2011 (2.5 %) \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally. Hairdresser doing men's and/or ladies hairdressing Beauty Therapist	20.40	22.30
2	Receptionist/Salon Assistant - 21 Years of age and over	19.40	21.20
3	Beautician, Electrologist, Chiropodist	19.30	21.00

2012

Level	Classification	Part-time rate per hour SWC 2012 (2.5 %) \$	Casual rate per hour SWC 2012 (2.5 %) \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally. Hairdresser doing men's and/or ladies hairdressing Beauty Therapist	21.00	22.90
2	Receptionist/Salon Assistant - 21 Years of age and over	19.90	21.70
3	Beautician, Electrologist, Chiropodist	19.70	21.50

2013

Level	Classification	Part-time rate per hour SWC 2013 (2.27%) \$	Casual rate per hour SWC 2013 (2.27%) \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally. Hairdresser doing men's and/or ladies hairdressing Beauty Therapist	21.50	23.40
2	Receptionist/Salon Assistant - 21 Years of age and over	20.40	22.20
3	Beautician, Electrologist, Chiropodist	20.20	22.00

3. This variation shall take effect from the first pay period to commence on or after 16 December 2013.

R. P. BOLAND , *Acting Justice*

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**HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

CORRECTION

A. The variation of 24 September 2013, Serial C8142, published 1 November 2013 (375 I.G. 1006), is corrected as follows:

1. For instruction 1, substitute the following:

1. Insert immediately before the words "the Health Employees' Technical (State) Award" appearing in subclause (vi) of clause 12, Special Working Conditions, of the award published 27 March 2009, (367 I.G. 787), as varied, the following new words:

"the Health Employees' Medical Radiation Scientists (State) Award or "

G. M. GRIMSON *Industrial Registrar.*

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(950)

SERIAL C8227

HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 554 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete paragraph (d) of subclause (vi), of clause 28, Traineeships of the award published 4 May 2001 (324 I.G. 497) and reprinted 27 January 2012 (372 I.G. 383) and insert in lieu thereof the following:

- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2013.

These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
2. Delete subparagraph (ii) of paragraph (g) of subclause (vi) of the said clause 28, and insert in lieu thereof the following:
- (ii) Wage Rates for Certificate IV Traineeships
- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship SWC 2011 (2.5%) \$	Second Year of Traineeship SWC 2011 (2.5%) \$	First Year of Traineeship SWC 2012 (2.5%) \$	Second Year of Traineeship SWC 2012 (2.5%) \$	First Year of Traineeship SWC 2013 (2.27%) \$	Second Year of Traineeship SWC 2013 (2.27%) \$
Industry/Skill Level A	575.00	597.00	589.00	612.00	602.00	626.00
Industry/Skill Level B	554.00	575.00	568.00	589.00	581.00	602.00
Industry/Skill Level C	501.00	520.00	514.00	533.00	526.00	545.00

3. Delete clause 31, State Wage Case Adjustment, and insert in lieu thereof the following:

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2013. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
4. Delete Part B, Monetary Rates, and Part C, Trainee Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Full Time SWC 2011 (2.5%) \$	Hourly Rate SWC 2011 (2.5%) \$	Full Time SWC 2012 (2.5%) \$	Hourly Rate SWC 2012 (2.5%) \$	Full Time SWC 2013 (2.27%) \$	Hourly Rate SWC 2013 (2.27%) \$
Level 1	599.10	15.80	614.10	16.20	628.00	16.60
Level 2	618.20	16.30	633.60	16.70	648.00	17.10
Level 3A	643.80	16.90	659.90	17.40	674.90	17.80
Level 3B	662.70	17.40	679.20	17.90	694.60	18.30
Level 4	665.80	17.50	682.50	18.00	698.00	18.40
Level 5	706.20	18.60	723.90	19.10	740.30	19.50
Level 6	778.50	20.50	797.90	21.00	816.00	21.50

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item. No	Clause No.	Brief Description	Amount Per Week SWC 2011 (2.5%) \$	Amount Per Week SWC 2012 (2.5%) \$	Amount Per Week SWC 2013 (2.27%) \$
1	2(c)	Supervisory loadings - Up to 5 employees	25.10 per week	25.70 per week	26.30 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	34.10 per week	35.00 per week	35.80 per week
3	2(c)	Supervisory loadings - 11 or more employees	45.95 per week	47.10 per week	48.20 per week
4	21(a)	First-aid allowance	11.75 per week 2.35 per shift	12.10 per week 2.40 per shift	12.40 per week 2.45 per shift

5	23(a)	Stocking allowance	3.20 per week 0.64 per day	3.30 per week 0.70 per day	3.40 per week 0.72 per day
	23(b)	Toilet cleaning allowance	9.65	9.90	10.10
	23(c)	Laundry Allowance	8.25 per week 1.65 per day	8.50 per week 1.70 per day	8.70 per week 1.75 per day
	23(d)	Broken Shift Allowance: For each broken shift so worked Excess fares allowance	12.55 per day 8.50 per week 1.70 per day	12.90 per day 8.70 per week 1.70 per day	13.20 per day 8.90 per week 1.75 per day

Table 3 - Base Rate

	Relativity %	Amount Per Week (includes 2.27% for 2013) \$
Level 1	78	306.10
Level 2	82	321.80
Level 3A	87.4	343.00
Level 3B	91.5	359.00
Level 4	92	361.00
Level 5	100	392.40
Level 6	115	451.30

Table 4 - Supplementary Payments

	Relativity %	Supplementary Payments (includes 2.27% for 2013) \$
Level 1	78	95.10
Level 2	82	97.40
Level 3A	87.4	100.30
Level 3B	91.5	102.00
Level 4	92	102.90
Level 5	100	107.50
Level 6	115	118.60

PART C**TRAINEE MONETARY RATES**

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed								
	Year 10 SWC 2011 2.5% \$	Year 11 SWC 2011 2.5% \$	Year 12 SWC 2011 2.5% \$	Year 10 SWC 2012 2.5% \$	Year 11 SWC 2012 2.5% \$	Year 12 SWC 2012 2.5% \$	Year 10 SWC 2013 2.27% \$	Year 11 SWC 2013 2.27% \$	Year 12 SWC 2013 2.27% \$
School Leaver	270.60	298.30	357.70	277.40	305.50	367.00	283.70	312.40	375.30
Plus 1 year out of school	298.30	357.70	417.20	305.50	367.00	427.60	312.40	375.30	437.30
Plus 2 years	357.70	417.20	483.80	366.60	427.60	495.90	374.90	437.30	507.20
Plus 3 years	417.20	483.80	553.50	427.60	495.90	567.30	437.30	507.20	580.20
Plus 4 years	483.80	553.50	553.50	495.90	567.30	567.30	507.20	580.20	580.20
Plus 5 years or more	553.50	553.50	553.50	567.30	567.30	567.30	580.20	580.20	580.20

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed								
	Year 10 SWC 2011 (2.5%) \$	Year 11 SWC 2011 (2.5%) \$	Year 12 SWC 2011 (2.5%) \$	Year 10 SWC 2012 (2.5%) \$	Year 11 SWC 2012 (2.5%) \$	Year 12 SWC 2012 (2.5%) \$	Year 10 SWC 2013 (2.27%) \$	Year 11 SWC 2013 (2.27%) \$	Year 12 SWC 2013 (2.27%) \$
School Leaver	270.60	298.30	346.50	277.40	305.80	355.20	283.70	312.70	363.30
Plus 1 year out of school	298.30	346.50	398.70	305.80	355.20	408.70	312.70	363.30	418.00
Plus 2 years	346.50	398.70	468.40	355.20	408.70	480.10	363.30	418.00	491.00
Plus 3 years	398.80	468.40	534.00	408.80	480.10	547.30	418.10	491.00	559.70
Plus 4 years	468.40	534.00	534.00	480.10	547.30	547.30	491.00	559.70	559.70
Plus 5 years or more	534.00	534.00	534.00	547.30	547.30	547.30	559.70	559.70	559.70

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed								
	Year 10 SWC 2011 (2.5%) \$	Year 11 SWC 2011 (2.5%) \$	Year 12 SWC 2011 (2.5%) \$	Year 10 SWC 2012 (2.5%) \$	Year 11 SWC 2012 (2.5%) \$	Year 12 SWC 2012 (2.5%) \$	Year 10 SWC 2013 (2.27%) \$	Year 11 SWC 2013 (2.27%) \$	Year 12 SWC 2013 (2.27%) \$
School Leaver	271.60	298.30	343.40	278.40	305.80	352.00	284.70	312.70	360.00
Plus 1 year out of school	298.30	343.40	386.40	305.80	352.00	396.00	312.70	360.00	405.00
Plus 2 years	343.40	386.40	430.50	352.00	396.00	441.30	360.00	405.00	451.30
Plus 3 years	386.40	430.50	481.70	396.00	441.30	493.70	405.00	451.30	504.90
Plus 4 years	430.50	481.70	481.70	442.00	493.70	493.70	452.00	504.90	504.90
Plus 5 years or more	481.70	481.70	481.70	493.70	493.70	493.70	504.90	504.90	504.90

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of Schooling					
	Year 11 SWC 2011 (2.5%) \$	Year 12 SWC 2011 (2.5%) \$	Year 11 SWC 2012 (2.5%) \$	Year 12 SWC 2012 (2.5%) \$	Year 11 SWC 2013 (2.27%) \$	Year 12 SWC 2013 (2.27%) \$
School based Traineeships Skill Levels A, B and C	270.60	298.30	278.40	305.80	284.70	312.70

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

5. This variation shall take effect from the first pay period to commence on or after 16 December 2013.

R. P. BOLAND, *Acting Justice*

MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 556 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete Part B, Monetary Rates of the award published on 4 August 2000 and reprinted 27 January 2012 (372 I.G. 490) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wage Rates

Classification	Former rate per week effective from first full pay period commencing on or after 16 December 2012 \$	2013 SWC 2.27% \$
Field Staff Grade 1	689.70	705.40
Field Staff Grade 2	716.60	732.90
Field Staff Grade 3	758.70	775.90
Live-in Houseworker Grade 1	896.70	917.00
Live-in Houseworker Grade 2	1003.20	1026.10
Live-in Houseworker Grade 3	1177.90	1204.60

Table 2 - Other Wage Rates

Rate	Field Staff Grade 1 \$	Field Staff Grade 2 \$	Field Staff Grade 3 \$
Part-time minimum daily payment - hourly rate	18.60	19.30	20.40
Casual per hour includes 20% loading	22.30	23.10	24.50
Composite per hour includes 20%	22.30	23.10	24.50
Composite casual per hour includes 20% plus 20%	26.70	27.80	29.40

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(ii)	Shift Allowance	8.50 for each break in the shift
2	13(iii)	Sleep Over Allowance	42.90 per night
3	16	Meal Money (overtime)	10.70
4	29(i)(a)	Vehicle Allowance	0.79 per kilometre

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 16 December 2013.

R. P. BOLAND , *Acting Justice*

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(550)

SERIAL C8224

MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 544 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete subclause 12.2, of clause 12, Classifications and Wage Rates of the award published 27 July 2012 (373 I.G. 195) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Beginning of FFP to commence on or after 16/12/12 (2.5%) \$	Beginning of FFP to commence on or after 16/12/13 (2.27%) \$
Introductory Level	614.10	628.00
LEVEL 1		
Hospitality Services Grade 1	633.60	648.00
LEVEL 2		
Hospitality Services Grade 2	662.90	677.90
Leisure Attendant Grade 1	662.90	677.90
Hospitality Administration and Front Office Grade 1	662.90	677.90
LEVEL 3		
Hospitality Services Grade 3	684.50	700.00
Hospitality Administration and Front Office Grade 2	684.50	700.00
Leisure Attendant Grade 2	684.50	700.00
LEVEL 4		
Hospitality Services Grade 4	723.90	740.30
Hospitality Administration and Front Office Grade 3	723.90	740.30
Leisure Attendant Grade 3	723.90	740.30
LEVEL 5		
Hospitality Services Grade 5	772.70	790.20
Hospitality Administration and Front Office Supervisor	772.70	790.20
LEVEL 6		
Hospitality Services Grade 6	794.90	812.90

2. Delete paragraph 16.2.1 of subclause 16.2, of the said clause 16, and insert in lieu thereof the following:

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day (2.27%) \$
Under 10	Nil
10 but under 10-1/2	1.42
10-1/2 but under 11-1/2	2.80
11-1/2 or more	4.22

3. Delete paragraph 16.8.1 of subclause 16.8, and insert in lieu thereof the following:

16.8.1 An employee shall be entitled to an amount of \$46.36 per overnight stay period.
4. Delete paragraph 18.8.1 of subclause 18.8, of clause 18, Hours of Work, and insert in lieu thereof the following:

18.8.1 Full time or regular part-time employees who are required to work any of their ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday inclusive, shall be paid \$1.89 per hour, or part thereof, for any such time worked outside the said hours with a minimum payment of \$2.89 for any one day.
5. This variation shall take effect from the first full pay period to commence on or after 16 December 2013.

R. P. BOLAND , *Acting Justice*

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(510)

SERIAL C8229**NURSES, OTHER THAN IN HOSPITALS, &c. (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 562 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete subclause (iv) of clause 50, Area Incidence and Duration of the award published 20 August 2004 and reprinted 27 January 2012 (372 I.G. 598) and insert in lieu thereof the following:

(iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2013.

These adjustments may be offset against:

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

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 16 December 2013.

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

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

Classification		Existing Rate	2013 State Wage Case Increase	Beginning of FPP to commence on or after 16/12/13
Assistant in Nursing/ Trainee Enrolled Nurse	1st year	\$640.80	2.27%	\$655.30
	2nd year	\$653.80	2.27%	\$668.60
	3rd year	\$666.90	2.27%	\$682.00
	4th year	\$680.30	2.27%	\$695.70
Enrolled Nurse :	1st year	\$689.80	2.27%	\$705.50
	2nd year	\$706.10	2.27%	\$722.10
	3rd year	\$731.20	2.27%	\$747.80
	4th year	\$751.90	2.27%	\$769.00
	Thereafter	\$766.30	2.27%	\$783.70
Registered Nurse General, M.R. Psych, Infants, Geriatric, Midwifery	1st year	\$783.00	2.27%	\$800.80
	2nd year	\$800.30	2.27%	\$818.50
	3rd year	\$831.40	2.27%	\$850.30
	4th year	\$861.90	2.27%	\$881.50
	5th year	\$895.10	2.27%	\$915.40
	6th year	\$927.90	2.27%	\$949.00
	7th year	\$960.70	2.27%	\$982.50

	8th year	\$995.90	2.27%	\$1018.50
UG1	-	\$1025.00	2.27%	\$1048.30
Supervisory Nurse	-	\$1041.00	2.27%	\$1064.60

3. Delete Table 2 - Other Rates and Allowances and insert the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Rate \$	SWC Increase 2013	Beginning of FPP to commence on or after 16/12/13 \$
1	3(iv)	Meal	8.65 per meal	2.27%	8.85 per meal
2	6(i)	On Call During Meal	6.95 per day	2.27%	7.11 per day
3	6(ii)	On Call	16.48 per shift	2.27%	16.85 per shift
4	17(i)	Uniform	7.90 per week	2.27%	8.08 per week
5	17(i)	Stockings	3.90 per week	2.27%	3.99 per week
6	17(ii)	Laundry	6.03 per week	2.27%	6.17 per week
7	18(i)	Vehicle Allowance Standing Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres	174.39 per week 191.97 per week 197.28 per week	2.27% 2.27% 2.27%	178.35 per week 196.33 per week 201.76 per week
		Vehicle Allowance Running Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres	33.08 cents per km 36.98 cents per km 38.26 cents per km	2.27% 2.27% 2.27%	33.83 cents per km 37.82 cents per km 39.13 cents per km
8	18(iii)	Vehicle Allowance Casual Usage	73.86 cents per km	2.27%	75.54 cents per km

4. This variation shall take effect from the beginning of the first pay period to commence on or after 16 December 2013:

R. P. BOLAND , *Acting Justice*

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(577)

SERIAL C8230

RESTAURANTS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 564 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete Part B, Monetary Rates of the award published 19 January 2001 and reprinted 27 January 2012 (372 I.G. 692), and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	New rate per week incl. SWC 2011 (2.5%) & SWC 2012 (2.5%) \$	SWC 2013 2.27% \$
Grade 1	622.20	636.30
Grade 2	642.00	656.60
Grade 3	672.10	687.40
Grade 4	693.90	709.70
Grade 5	734.30	751.00
Grade 6	781.70	799.40
Grade 7	806.80	825.10

Item No.	Clause No.	Brief Description	Amount includes SWC 2011 (2.5%) & SWC 2012 (2.5%) \$	SWC 2013 2.27% \$
1	7.1	Meal Allowance	12.90	13.20
2	14.2	Apprentice's Tool Allowance	0.80per week	0.82
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	3.70 per day to a maximum of 11.20 2.10 per day to a maximum of 6.50	3.80 per day to a maximum of 11.50 2.15per day to a maximum of 6.65

2. This variation shall take effect from the first full pay period to commence on or after 16 December 2013.

R. P. BOLAND , *Acting Justice*

SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 565 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete Part B, Monetary Rates of the award of the award published 6 May 2005 and reprinted 27 January 2012 (372 I.G. 722) on 16 August 2013, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	Previous Rate per week \$	New rate per week \$
Grade 1	706.70	722.70
Grade 2	728.20	744.70
Grade 3	741.30	758.10
Grade 4	754.60	771.70
Grade 5	780.50	798.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Rate per Week from the first pay period to commence on or after 16 December 2013 \$	Rate per Shift from the first pay period to commence on or after 16 December 2013 \$
	12.1	Leading Hand Allowance		Casuals only
1		up to 5 employees	31.90	6.40
2		6 to 10 employees	36.20	8.20
3		11 to 15 employees	47.40	9.50
4		16 to 20 employees	54.60	10.90
5		Over 20 employees	54.60	10.90
6		for each employee exceeding 20,extra	0.80	0.20
7	12.2	Relieving Officer	31.70	
	12.3	First Aid Allowance		Casuals only
8		Industrial	18.00	3.60
9	12.4	Gun Allowance	12.40	2.50
10	12.5	Locomotion Allowance		All employees
11		Motor Vehicle/cycle		29.50
12		Bicycle		3.10
13	12.6	Meal Allowance		9.40
14	12.7	Fares Allowance		8.10
15	12.8	Overnight Meal Allowance		76.80

			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour
16	12.9	Aviation Allowance	1.30	1.30

2. This variation shall take effect from the first full pay period to commence on or after 16 December 2013

R. P. BOLAND , *Acting Justice*

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SERVICES NSW (SALARIES AND CONDITIONS) EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Service NSW.

(No. IRC 292 of 2014)

Before The Honourable Justice Walton, President

30 May 2014

AWARD

Clause No. Subject Matter

SECTION 1 - APPLICATION AND OPERATION

1. Title
2. Definitions
3. Parties to the Award
4. Area, Incidence and Duration
5. Reward & Recognition Management
6. Consultative Mechanism

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGMENTS

7. Service NSW - Classifications and Salaries
8. Forms of Employment
9. Service NSW Probation Period
10. Termination of Employment
11. Spread of Operating Hours
12. Meal Break
13. Change of Operating Hours within the Spread of Hours
14. Ordinary Hours of Work
15. Rosters
16. Loadings for Certain Ordinary Hours
17. Overtime
18. Public Holidays

SECTION 3 - TRAVEL ARRANGEMENTS

19. Travelling Compensation

SECTION 4 - ALLOWANCES AND OTHER MATTERS

20. Community Language Allowance Scheme "CLAS"
21. First Aid Allowance
22. Allowance for Living in a Remote Area
23. Allowances and Compensation for Transferred Employees
24. Association Delegates, Access and Activities

SECTION 5 - LEAVE

25. Leave Provisions
26. Notification of Absence from Duty
27. Special Leave
28. Recreation Leave
29. Family and Community Service Leave
30. Parental Leave
31. Carer's Leave
32. Extended Leave
33. Sick Leave
34. Leave for Matters Arising from Domestic Violence
35. Purchased Leave
36. Observance of Essential Religious or Cultural Obligations
37. Lactation Breaks
38. Grievance and Dispute Settling Procedures
39. Anti-Discrimination
40. Secure Employment
41. Leave Reserved
42. No Extra Claims

SCHEDULE A - Service NSW Salaries

SCHEDULE B - Service NSW Rates and Allowances

SECTION 1 - APPLICATION AND OPERATION**1. Title**

- 1.1 This award shall be known as the Service NSW (Salaries and Conditions) Employees Award.

2. Definitions

- (a) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- (b) Award means the Service NSW (Salaries and Conditions) Employees Award,
- (c) Daily rate or rate per day means the rate payable for 24 hours, unless otherwise specified.
- (d) Division Head means the Chief Executive Officer of Service NSW and includes the delegate of the Chief Executive Officer as appropriate.
- (e) "Employee" shall mean a person employed by Service NSW.
- (f) "Employer" shall mean Service NSW.
- (g) Extended leave means extended (long service) leave to which an employee is entitled under the provisions of Schedule 1 to the Government Sector Employment Regulation 2014, as amended from time to time.
- (h) Headquarters means the centre(s) to which an employee is attached, or from which an employee is required to operate on a long-term basis.
- (i) Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Division Head, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.

- (j) "Parties" shall mean Service NSW and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- (k) Public holiday means a day proclaimed under Part 2 of the Public Holidays Act 2010, as a public holiday.
- (l) Service NSW, means the Public Service executive agency known as Service NSW, related to the Department of Premier and Cabinet, established under Schedule 1 Part 2 of the Government Sector Employment Act 2013 (NSW).
- (m) Public Service senior executive (PSSE) means the Chief and Public Service senior executives, employed pursuant to Division 4 of Part 4 of the Government Sector Employment Act 2013.
- (n) Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.

3. Parties to the Award

- 3.1 This Award has been made between Service NSW and Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

4. Area, Incidence and Duration

- 4.1 This Award applies to all employees of Service NSW as defined in Schedule 1, Part 2 of the Government Sector Employment Act 2013.
- 4.2 This Award will come into effect on and from 30 May 2014 and will remain in force for 12 months.
- 4.3 The 2013 rates in Schedule A Monetary Rates remain in force until 30 June 2014. The 2014 rates in Schedule A Monetary Rates remain in force until 30 June 2015.

5. Reward & Recognition Management

- 5.1 Service NSW recognises the value to the organisation of rewarding staff commitment and outstanding performance. Service NSW will commit to the development of a reward and recognition system during the term of this Award. This process will be facilitated through the establishment of a reward and recognition working party and agreed terms of reference.
- 5.2 The aims of the Service NSW Reward & Recognition Management system are (consistent with the NSW Government Wages Policy):
 - a) to establish a climate of continuous improvement within Service NSW.
 - b) to match individual objectives with Service NSW objectives and Corporate and Strategic Plans.
 - c) to provide a process that ensures open communication between staff and supervisors about the work they do, how it is done and how contribution is managed, recognised and rewarded.

6. Consultative Mechanism

- 6.1 Service NSW will consult with its employees and the Association where the implementation of significant change is being considered. There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and employees. The consultative provisions are directed toward the development of a relationship of inclusion, involvement and mutual trust between the parties.

Joint Consultative Committee (JCC)

- 6.2 Service NSW, delegates and Association representatives, will meet at least four (4) times per year, via a joint consultative committee process. The Joint Consultative Committee (JCC) will consist of senior Service NSW management representatives, Association representatives and site delegates, as appropriate. This Committee will meet to consult on matters which have organisational wide impact or implications and matters that have been escalated from local consultative committees.

Local Consultative Committees

- 6.3 Local site Consultative Committees will be established at Service NSW workplaces to discuss local issues. The Committees will consist of representatives of local management and employees as well as an Association representative. These Committees will meet to consider local matters.
- 6.4 Local site Consultative Committees will meet where practical and provide updates to and/or refer unresolved matters to the Service NSW JCC.

General Consultative Arrangements

- 6.5 When a change is proposed that will have an impact on the working arrangements of employees, including the introduction of technological change, Service NSW will consult with employees and the Association. Service NSW will provide relevant information about:
- i) The proposed change;
 - ii) Effects on the employees;
 - iii) The rationale for the proposed changes based on business needs; and
 - iv) The proposed time frame and plan for managing the change.
- 6.6 Service NSW will meet with the affected employees and the Association and discuss the effects of the changes on the employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected employees.
- 6.7 The employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with the Association, to consider the change and respond to any proposed changes.
- 6.8 Service NSW will genuinely consider all input provided by employees and the Association and provide timely responses to matters raised.

When assessing strategies for managing change, Service NSW may consider a range of options to mitigate the impact on employees including, attrition, voluntary redundancy programs, job redesign, redeployment, training and development, use of leave by agreement and conversion to part-time employment.

- 6.9 Where matters cannot be resolved through the consultative process, any party may utilise the Grievance and Dispute Settling Procedure at Clause 38.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Service NSW - Classifications and Salaries

- 7.1 Salary rates for the following classifications shall be paid in accordance with Schedule A - Service NSW Salaries.

Contact Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Customer Concierge Operator	Grade 2	Year 1	Grade 2	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Service Quality Coach	Grade 6	Year 1	Grade 7	Year 3
Team Leader	Grade 6	Year 1	Grade 7	Year 3
Call & Resource Planning Analyst	Grade 6	Year 1	Grade 7	Year 3
Assistant Manager	Grade 8	Year 1	Grade 9	Year 3
Contact Centre Manager				
Small	Grade 9	Year 1	Grade 10	Year 3
Medium	Grade 10	Year 1	Grade 11	Year 3
Large	Grade 11	Year 1	Grade 12	Year 3

Service Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Concierge	Grade 5	Year 1	Grade 6	Year 3
Service Coordinator	Grade 6	Year 1	Grade 6	Year 3
Service Centre Manager				
Small	Grade 7	Year 1	Grade 8	Year 3
Medium	Grade 8	Year 1	Grade 9	Year 3
Large	Grade 9	Year 1	Grade 10	Year 3

Service NSW Corporate Office

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Call & Resource Planning Manager	Grade 9	Year 1	Grade 10	Year 3
Schedule & Resource Planning Analyst	Grade 6	Year 1	Grade 7	Year 3

8. Forms of Employment

8.1 Employees may be engaged as permanent, temporary or casual, on either a full-time or part-time basis. Permanent employment is to be the preferred form of employment for Service NSW.

8.2 Standard Hours - Full-Time

A full-time employee is engaged as such, to work seventy (70) hours per fortnight.

8.3 Standard Hours - Part-Time

A part-time employee is engaged as such, to work at least eight (8) hours per fortnight and less than seventy (70) hours per fortnight.

8.4 Temporary Service NSW Employee

A temporary employee is a person engaged for a limited duration, on a full-time or part-time basis.

8.5 A person may be employed as a temporary employee in Service NSW:

- a) for the duration of a specified task or project, or

- b) to carry out the duties of a position that is temporarily vacant, or
 - c) to provide additional temporary assistance in a particular work area, or
 - d) in connection with the secondment or exchange of staff, or
 - e) to undertake a traineeship or cadetship, or
 - f) for any other temporary purpose.
- 8.6 The maximum period for which a temporary employee may be engaged is up to four (4) years. The maximum total period of 4 years may, with the approval of the Public Service Commissioner, be extended for an additional period of up to 12 months to a total of five (5) years.
- 8.7 The commencing and finishing times for each day are determined by local management.
- 8.8 The services of a temporary employee will be terminated:
- a) at the end of the period of employment; or
 - b) at any time by local management or the employee giving two (2) weeks' notice, or pay in lieu thereof.
- 8.9 The re-engagement of a temporary employee is subject to approval by the Chief Executive Officer of Service NSW, or their approved delegate.

Appointment of long term temporary employees

- 8.10 A long term temporary employee may, with the approval of the Division Head, be appointed to a permanent position in Service NSW, if the Division Head has made a recommendation in accordance with this clause, for the appointment of the employee to the position, subject to the following requirements having been satisfied:
- a) Employment as a Service NSW temporary employee falls within a continuous employment period of at least 12 months.
 - b) The temporary employee must, at some stage of the temporary employment period, have been selected to perform duties at a grade that is the same as (or similar to) the grade of the position concerned (whether or not the duties of the position are substantially the same as the duties performed during the temporary employment), and
 - c) The temporary employee was performing duties at that grade following some form of open competition that involved the merit selection of the employee as the person who, in the opinion of the Division Head, had the greatest merit among the candidates concerned,
 - d) The rate of salary or wages proposed to be payable to the holder of the position concerned at the time of appointment must not exceed the maximum rate payable for Service NSW Grade 11.
 - e) The Division Head must be satisfied that ongoing work is available in respect of the employee and the position in Service NSW,
 - f) The Division Head must be satisfied that the employee has the qualifications, experience, standard of work performance and capabilities to enable the employee to perform the duties of the position concerned,
 - g) Appointment on probation, does not apply to such a permanent appointment, unless the Division Head otherwise directs.

8.11 Casual Employee

A casual employee is any employee who works on an hourly basis as required, and is paid as such.

9. Service NSW Probation Period

- 9.1 All new permanent employees, other than an employee who immediately prior to their employment in Service NSW was permanently employed in the NSW Public Service, will be subject to a minimum six (6) month probationary period.
- 9.2 Service NSW may extend the probationary period once, by up to three (3) months, to a maximum of nine (9) months.

10. Termination of Employment

10.1 Subject to clause 8.8 above, the services of an employee may be terminated by:

- a) resignation, i.e. voluntarily leaving the service of Service NSW
- b) retirement
- c) dismissal or
- d) redundancy

10.2 Period of notice

- a) With the exception of casual employees, four (4) weeks' notice of termination of employment by an employee or the employer shall be given and paid. If the notice is worked out, payment as normal will apply and there will be no additional payment in lieu of notice.
- b) Employees over forty-five (45) years of age will be provided with an additional one (1) weeks' notice.
- c) Service NSW may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out. A shorter notice period may be agreed between Service NSW and the employee.
- d) Notwithstanding anything contained in this clause, Service NSW may dismiss any staff member without notice for serious and wilful misconduct or neglect of duty. In such cases, salary and entitlements will only be paid up to the time of dismissal.
- e) On termination, employees are required to return all property belonging to Service NSW. Employees may be required to compensate Service NSW for property which is not returned.

11. Spread of Operating Hours

11.1 The standard hours of work shall be worked within the spread of operating hours as follows:

Service NSW Service Centres

- a) Monday to Friday 6:30am to 7:30pm
- b) Saturday 7:30am to 3:30pm

Service NSW Contact Centres

- a) Monday to Saturday 6:30am to 7:30pm
- b) Sunday work in Service NSW Contact Centres is a Leave Reserved matter at clause 41.

Service NSW Corporate Office

- a) Monday to Friday 6:30am to 7:30pm
- b) Saturday 8:00am to 3:30pm

- 11.2 In the event that Service NSW employs staff outside of the prescribed spread of operating hours, both parties agree to negotiate new provisions in respect of affected employees.
- 11.3 Local arrangements may be negotiated between the Division Head and the Association, and approved by the Secretary of Treasury, in respect of the whole of Service NSW, or part of Service NSW in respect of matters contained within the Award.

12. Meal Break

- 12.1 No employee shall be required to work more than five (5) consecutive hours without a meal break.
- 12.2 A meal break shall be for a minimum of thirty (30) minutes duration. Local management has discretion to approve meals breaks up to forty-five (45) minutes duration.
- 12.3 Meal breaks are unpaid.

Morning Tea Breaks

- 12.4 Permanent full time staff may take a morning tea break of up to ten (10) minutes duration at a time convenient to the business needs of Service NSW.
- 12.5 Permanent part time and casual staff may take a morning tea break of up to ten (10) minutes duration during their rostered shift, if convenient to the business needs of Service NSW.
- 12.6 Time taken for such breaks shall be without interruption to service.

13. Change of Operating Hours Within the Spread of Hours

- 13.1 Any change to the operating hours of a Service Centre or Contact Centre within the spread of hours as set out in clause 11 shall be subject to the General Consultative Arrangements as per Clause 6, inclusive of the following consultative process:
- a) Service NSW shall notify employees in writing of any change to operating hours at least six (6) weeks in advance of the date on which the change is proposed to take place.

14. Ordinary Hours of Work

- 14.1 Full Time Employees
- a) The ordinary hours of work for full-time employees of Service NSW are seventy (70) hours per fortnight (Monday to Saturday), which are to be worked over a two (2) week roster cycle, within the spread of hours in clause 11.
 - b) Full-time employees, in a Service Centre or Contact Centre which operates on Saturdays, who are rostered to work one (1) Saturday in two (2), shall work nine (9) days during the two (2) week roster cycle. Provided that full time employees will, with the agreement of Service NSW, be able to work ten (10) days including Saturdays during the roster cycle.

- c) Full-time Service Centre and Contact Centre employees shall not be required to work more than five (5) consecutive days during the roster cycle.
- d) Subject to rostering arrangements of this Award, any other change to the days worked or the span of hours will be by agreement between Service NSW and the employee.
- e) Work undertaken on a Saturday will comprise part of an employee's standard hours of work over a two (2) week roster cycle.
- f) Work undertaken on a Saturday will be subject to the payment of a 50% loading, under clause 16.2.
- g) The minimum hours to be rostered for work by employees on a Saturday shall be four (4).

14.2 Part Time Employees

- a) Part-time work may be undertaken with the agreement of Service NSW.
- b) Unless otherwise specified in the award, part-time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works.
- c) A part-time employee is to work agreed contract hours, less than full-time hours. The part time contract hours are to reflect the regular and systematic hours worked by the part-time employee.
- d) Part-time employees can agree to work additional ordinary hours of duty, at ordinary rates of pay up to thirty-five (35) hours per week. Additional ordinary hours worked will accrue for the purpose of leave, on a pro-rata basis.
- e) Part-time work may be undertaken within the spread of hours, as set out in clause 11 - Spread of Operating Hours.
- f) The hours of work shall be recorded in writing between the employee and Service NSW and advised to the employee in advance in accordance with clause 11 - Spread of Operating Hours.
- g) The minimum hours to be worked by part-time employees on any rostered days, including Saturdays shall be four (4), however a part-time employee retains the right to elect a minimum of three (3) hours.
- h) Part-time employees shall not be required to work more than five (5) consecutive days in any fortnight roster cycle, except by way of mutual agreement.
- i) Part-time employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
- j) Part-time employees will be rostered for specified days, and specified minimum hours per week within the specified spread of hours. Service NSW can change the hours rostered within the specified span by giving four (4) weeks' notice and consulting with affected employees, taking into consideration any direct impact on personal responsibilities and/or individual circumstances. For the purposes of this paragraph, the specified spread of hours shall mean the band of ordinary hours of work that the part-time employee has agreed to work.
- k) Subject to clause 15 - Rosters, any other change to the days worked or the spread of hours will be subject to prior agreement with and written approval by Service NSW.

14.3 Casual Employees

- a) Casual employees shall be engaged as such and work on an hourly basis for a minimum of four (4) hours per engagement, within the spread of hours as set out in clause 11. However a casual employee retains the right to elect a minimum of three (3) hours.
- b) Casual employees shall not be required to work more than five (5) consecutive days under any contract of employment, except by way of mutual agreement.
- c) Casual employees shall be paid the Monday to Friday ordinary hourly rate of pay for the classification in which they are employed, multiplied by 1.17, subject to clause 16.3.
- d) The loading specified above recognises the casual nature of the employment and compensates the employee for all leave (other than Long Service Leave), and all other incidence of employment, except overtime.

15. Rosters

- 15.1 Rosters will be based on fortnightly periods and published four (4) weeks in advance. Rosters will be made accessible to employees.
- 15.2 In the event of an emergency, the hours of work and/or rostered starting and/or finishing times on any one day may be changed by way of mutual agreement.
- 15.3 Where less than seven (7) days notice is given by Service NSW of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- 15.4 Mutual exchanges of rostered days between employees shall be subject to prior agreement of Service NSW.
- 15.5 Where employees are rostered in such a way that the days on which they are rostered to work fluctuates from week to week, an employee rostered off work on a public holiday being a day on which the employee usually works, may elect to be paid by one of the following methods, subject to mutual agreement from Service NSW:
 - a) payment of an additional day's salary; or
 - b) addition of one day to the employee's annual holidays; or
 - c) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this clause "day" is the number of hours the employee would have worked were the employee rostered on that day.

- 15.6 Service NSW can, on up to three (3) Saturdays each calendar year, require employees to attend a training session within the spread of hours as set out in clause 11. The time spent on training will be adjusted as part of the employee's ordinary hours. The employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.
- 15.7 Service NSW employees who are on a Rostered Day Off under clause 14.1 b) of the Award on a public holiday, are entitled to the provisions of clause 15.5 above.

16. Loadings for Certain Ordinary Hours

- 16.1 Payment for all hours worked within the spread of operating hours Monday to Friday, shall be at the ordinary hourly salary rate.
- 16.2 For full-time and part-time employees, payment for all hours of duty on Saturday shall be at the ordinary hourly salary rate plus fifty (50) per cent.

- 16.3 For casual employees, the payment for all hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first level of the classification in which they are employed.
- 16.4 Where part-time employees work in excess of the rostered hours for a day and within the spread of operating hours of duty as set out in clause 11, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- 16.5 Where part-time employees are required to work in excess of the rostered hours on a Saturday, but within the spread of operating hours of duty for Saturday as set out in clause 11, a loading of fifty (50) per cent as prescribed in clause 16.2 of this Part shall apply.

17. Overtime

- 17.1 Full-time employees shall be paid overtime for all time worked:
- a) outside the spread of operating hours of duty as set out in clause 11 - Spread of Operating Hours, for which they are rostered.
 - b) before or after the daily ordinary hours of duty set out in the roster described in the provisions of clause 15 - Rosters, and worked within the spread of hours of duty as set out in clause 11 - Spread of Operating Hours.
- 17.2 Part-time employees and casual employees shall be paid overtime for all time worked:
- a) outside the spread of operating hours of duty as set out in clause 11.
 - b) in excess of 35 hours per week.
- 17.3 Where employees are rostered on six (6) consecutive days, work within the spread of operating hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with clause 16 - Loadings for Certain Ordinary Hours.

Overtime in General

- 17.4 Service NSW may require an employee to work reasonable overtime, payable at overtime rates.
- 17.5 An employee may refuse to work overtime in circumstances where the working of overtime would result in the employee working hours which are unreasonable. For the purposes of this paragraph, what is unreasonable or otherwise will be determined by having regard to:
- a) any risk to the employee's health and safety;
 - b) the employee's personal circumstances including any family and carer responsibilities
 - c) the needs of the workplace or enterprise;
 - d) the notice (if any) given by Service NSW regarding the working of overtime, and by the employee of their intention to refuse the working of overtime; or
 - e) any other relevant matter.

Payment for Overtime

- 17.6 Payment for overtime shall be made only where the employee works directed overtime.
- 17.7 Overtime is not payable for time spent travelling.

17.8 Payment for overtime to employees shall be made at the following rates:

- a) For all time worked before the usual commencing time and after the usual ceasing time, Monday to Friday, at the rate of time and one-half for the first two (2) hours and double time thereafter.
- b) For all overtime worked on Saturdays, at the rate of time and one-half for the first two (2) hours and double time thereafter.
- c) For all time worked on public holidays at the rate of double time and one-half.
- d) An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment for three (3) hours work at the appropriate overtime rates.
- e) An employee who is called out for emergency duty other than on days provided in paragraph (e) of this clause, shall be paid a minimum payment of three (3) hours work at overtime rates, provided that the hours paid for do not overlap with the employee's normal hours of duty.
- f) An employee whose salary exceeds the maximum rate for Service NSW Grade 9, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Service NSW Grade 9, unless the Division Head approves payment for directed overtime at the employees appointed grade.

Calculation of Hourly Rate for Overtime

17.9 For the purpose of calculating the hourly rate, the following formula shall be used:

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{35}$$

Election to Take Leave in Lieu of Overtime

17.10 An employee who works overtime on a Saturday, Sunday or Public Holiday may within two (2) working days following such work, elect to take leave in lieu of payment for all or part of the employee's entitlement in respect of the overtime worked, as calculated in accordance with clauses 17.8 and 17.9 of this clause. Provided that:

- a) Leave in lieu of payment shall be taken at a convenient time, by way of mutual agreement .
- b) Such leave in lieu shall accrue and be taken in rostered shift lengths only.
- c) The maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one (1) seven (7) hour day.
- d) Leave in lieu shall be taken within three (3) months of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an employee may elect to have such leave in lieu added to annual leave credits.
- e) An employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

Meal Allowance - Overtime

17.11 Employees directed to work overtime for an hour and a half or more immediately after their finishing time, without being given twenty-four (24) hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by Service NSW, or be paid the amount as set out at Item 4 of Schedule B for the first and for each subsequent meal occurring every four (4) hours thereafter.

- 17.12 Where the allowance payable under paragraph 17.11 above is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, Service NSW shall approve payment of actual expenses incurred by the employee.

18. Public Holidays

- 18.1 Unless directed to attend for duty by Service NSW, an employee is entitled to be absent from duty without loss of pay on any day which is:
- a) A day proclaimed under Part 2 of the Public Holidays Act 2010, as a public holiday; and
 - b) A day between Boxing Day and New Year's Day, determined by the appropriate Division Head as a Public Service Holiday.

SECTION 3 - TRAVEL ARRANGEMENTS

19. Travelling Compensation

- 19.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by Service NSW.
- 19.2 This clause applies to employees who:
- a) are required to proceed on duty away from their normal headquarters;
 - b) cannot return to their normal headquarters on the day of departure; and
 - c) do not permanently change their headquarters.
- This clause does not apply to employees who are on an employee initiated secondment, for the initial travel to and from the new location.
- 19.3 The Division Head shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 19.4 Service NSW will apply the rates as set at Schedule B, Rates - Allowances, for the following allowances:
- a) Travel allowances (involving overnight stay).
 - b) Meal allowances (not requiring overnight accommodation).
- 19.5 Payment of any actual expenses shall be subject to the production of receipts.

Accommodation Arrangements

- 19.6 An employee, required by Service NSW to work from a temporary location shall be paid the appropriate rate of allowance for accommodation and meal expenses (if not provided by Service NSW) and incidental expenses, as per Schedule B, Rates - Allowances.
- 19.7 Service NSW will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause.
- 19.8 Employees shall obtain prior approval before making their own arrangements for overnight accommodation.

- 19.9 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three (3) star or three (3) diamond standard of accommodation.
- 19.10 The need to obtain overnight accommodation shall be determined by Service NSW, having regard to the safety of the employee travelling on official business and local conditions applicable in the area.
- 19.11 Where employees are required to attend conferences or seminars which involve evening sessions, or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by Service NSW.
- 19.12 Employees who are required to stay in overnight accommodation will receive the rates for that region as set at Schedule B, Rates - Allowances.
- 19.13 For the first thirty-five (35) days, the payment shall be:
- a) Where Service NSW elects to pay the accommodation provider, the employee shall receive:
 - i). The appropriate meal allowance as set at Item 1 of Schedule B, Rates - Allowances, and
 - ii). Incidentals as set at Item 3 of Schedule B, Rates - Allowances
 - iii). Actual meal expenses properly and reasonably incurred, for any residual part day travel
 - b) Where Service NSW elects not to pay the accommodation provider, the employee shall receive either:
 - i). The appropriate rate of allowance as set at Item 2 of Schedule B, Rates - Allowances, and actual meal expenses properly and reasonably incurred, for any residual part day travel, or
 - ii). In lieu of subparagraph (i) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business, together with an incidentals expenses allowance set out in Item 3 of Schedule B, Rates - Allowances.
- 19.14 The allowance will be reduced to 50% of the relevant rate for employees who remain in a region for more than 35 days and up to a period of six (6) months.

Excess Travelling Time

- 19.15 An employee directed to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Division Heads discretion, be compensated for such time either by:
- (a) Payment for travelling time, at the employee's ordinary rate of pay on an hourly basis, shall be calculated as follows:

$$\text{Annual Salary} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Normal Hours of Work}}$$
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
 - (c) Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee's manager.
- 19.16 Provided that the period for which excess travelling time compensation is being sought is more than half an hour on any one day, compensation in respect of excess travelling time payable, is subject to the following conditions:

Travel on a Non-Working day

19.17 Where travel is on a non-working day, excess travelling time is payable for all time spent travelling on official business, after 7:30 am and before 11.00 pm.

Travel on a Working day

19.18 Where travel is on a working day, excess travelling time is payable for all time spent in travelling on official business, before the normal commencing time or after the normal ceasing time, subject to the following conditions:

- (a) the time normally taken for the periodic journey from home to headquarters and return is deducted from the employee's travelling time (except on a non-working day);
- (b) periods of less than a quarter of an hour on any day shall be disregarded;
- (c) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day, where Employees have travelled overnight and accommodation has been provided for them;
- (d) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport and the most practical available route;
- (e) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion, which carries increased salary or where the transfer is for disciplinary reasons, or where the transfer is made at the employee's request;
- (f) travelling time shall not include any overseas travel.

Waiting Time

19.19 When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or to headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time.

Excess Travelling Time - General

19.20 The rate of payment for excess travel or waiting time on a non-working day, shall be the same as that applying to a working day.

19.21 The hours of excess travel shall not be regarded as work time for the purposes of leave and other entitlements found in this Award.

19.22 No payment shall be made under this clause, unless Service NSW is satisfied that excess travel or waiting time was directed or approved.

19.23 Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Service NSW Grade 7, shall be paid travelling time calculated at the maximum rate for Service NSW Grade 7, as adjusted from time to time.

19.24 When an employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.

19.25 The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of twenty-four (24) consecutive hours is eight (8) hours.

- 19.26 The decision as to whether an employee is to receive leave or payment for travel time is the prerogative of the functional manager.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

20. Community Language Allowance Scheme "Clas"

- 20.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients, and such staff members are not:
- a) Employed as interpreters and translators; but are
 - b) Employed in those positions as acknowledged in writing by the Division Head of Service NSW, shall be paid an allowance as specified in Schedule B, Rates - Allowances, subject to subclauses 20.2 and 20.3 of this clause.
- 20.2 The base level of the CLAS is paid to employees who:
- a) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - b) have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 20.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
- a) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employees language skills, as determined by the Division Head; or
 - b) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

21. First Aid Allowance

- 21.1 Where Service NSW designates an employee who is qualified, as specified in item 6 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- 21.2 The First Aid Allowance shall not be paid during leave of one (1) week or more
- 21.3 When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 21.4 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet the needs of Service NSW, as well as the cost of retraining First Aid Officers, are to be met by Service NSW.

22. Allowance for Living in a Remote Area

- 22.1 Employees stationed and living in a remote area, will be paid applicable allowances, as provided by the Crown Employees (Public Service Conditions of Employment) Award 2009.

- 22.2 This includes Allowance(s) for Living in a Remote Area and Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave.

23. Allowances and Compensation for Transferred Employees

- 23.1 Service NSW will provide reimbursement towards expenses and allowances of employees assigned to work in a new location which, by necessity of that assignment, requires the employee to leave their existing residence and seek or take up a new residence.
- 23.2 Eligible employees of Service NSW who satisfy the definition of transferred employee under the Crown Employees (Transferred Employees Compensation) Award 2009, will be paid applicable allowances and compensation, as provided by the Award.

Transferred Employee

- 23.3 A transferred employee means a permanent employee of Service NSW who has been transferred at the initiative of Service NSW to a new location and who, as a consequence, finds it necessary to leave their existing residence and seek, or take up a new residence.
- 23.4 A transferred employee does not include a staff member of Service NSW transferred:
- a) at their own request; or
 - b) who has applied for a position and obtained it through a merit selection process; or
 - c) under an arrangement between employees to exchange positions; or
 - d) who can reasonably commute to the new location; or
 - e) where the old location and the new location are part of the Metropolitan area, i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
 - f) on account of any misconduct

unless the Division Head otherwise approves.

24. Association Delegates, Access and Activities

- 24.1 Service NSW acknowledges that Association delegates represent and speak on behalf of members in the workplace.

Activities Regarded as on Duty

- 24.2 Accordingly, Service NSW will allow Association delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (i) represent members in bargaining;
 - (ii) represent the interests of members to Service NSW;
 - (iii) consult with members and other Employees for whom the delegate is a representative; and
 - (iv) Communicate and place Association information on a workplace noticeboard in a readily accessible and visible location.

- 24.3 Association delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where an Association member requires the presence of a delegate, where operational requirements allow the taking of such time.

Travelling and Other Costs of Association Delegates

- 24.4 Where a workplace meeting is called by and with management, including joint consultative committee meetings or meetings under the Grievance and Dispute Settling Procedure, Association delegates that attend will be paid by Service NSW any travel and/or accommodation costs necessarily and reasonably incurred, as per clause 19 - Travelling Compensation.
- 24.5 All other travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

Notice in respect of Delegate and/or Association Activities

- 24.6 Service NSW must be notified in writing by the Association or, where appropriate, by the Association delegate as soon as the date and/or time of conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses, is known.
- 24.7 Delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure.
- 24.8 Any payment to an employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 24.9 If a delegate undertakes duties in accordance with this clause while on leave, Service NSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

Union Delegates' access to the Employer's facilities

- 24.10 Service NSW will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as an Association delegate and consulting/meeting and communicating with workplace colleagues in accordance with this provision.
- 24.11 Service NSW shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

Deduction of Association Membership Fees

- 24.12 At the employee's election, Service NSW shall provide for the employee's Association membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the Association at regular intervals.

SECTION 5 - LEAVE

25. Leave Provisions

25.1 General Provisions:

- a) All leave shall be debited on the basis of the number of contract hours rostered on the day(s) on which the leave is taken.
- b) When an employee has been granted leave without pay covering a total period of absence from duty of not more than two (2) weeks, payment shall be made at ordinary rates for public holidays

occurring during such absence, provided that such public holidays fall on days which would normally be working days.

- c) Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that they have been incapacitated for any period whilst on recreation leave, or five (5) consecutive working days or more whilst on extended leave, they may be re-credited with an equivalent period of recreation leave or extended leave, as the case may be, to the extent of the sick leave taken. Provided that the foregoing provision may be applied to extended leave taken prior to retirement but not to such leave taken prior to resignation or termination of services or to recreation leave taken prior to retirement, resignation or termination of services.
- d) For the purposes of this clause, periods of absence other than leave of absence approved by Service NSW shall not be regarded as service.
- e) Except for leave without pay taken as part of leave for maternity purposes, the leave of absence expressed in these clauses shall be on the basis of a five-day working week.

26. Notification of Absence from Duty

- 26.1 An employee must not be absent from work unless reasonable cause is shown.
- 26.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 26.3 If an employee is to be absent from duty, other than on authorised leave, the employee must notify their supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 26.4 In circumstances where either:
 - a) An employee is absent from duty without authorised leave; or
 - b) Is deemed to be absent from duty without authorised leave because such an employee failed to provide a satisfactory explanation to management:

The employee shall be regarded as absent from duty without authorised leave and the Division Head shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 26.5 Leave can be debited in hours and shall be rounded to the nearest quarter hour.
- 26.6 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

27. Special Leave

- a) Further to the Family and Community Service Leave provisions of this Award, special leave may be granted by Service NSW having regard to the relevant circumstances for which the leave is required, together with the length of service of the employee.
- b) Special leave may be granted to employees by the Division Head for purposes that are subject to the conditions specified in section 6-18 of the Personnel Handbook, at the time the leave is taken.

Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- 27.1 Jury Duty

- a) An employee shall, as soon as possible, notify Service NSW of any jury summons served on the Employee.
- b) An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty, provide Service NSW with a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee and the details of any payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.
- c) When a certificate of attendance is received in respect of any period during which a staff member was required to be on duty, Service NSW shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, Service NSW shall grant, at the election of the employee, available recreation leave on full pay, flex leave or leave without pay.

27.2 Witness at Court - Official Capacity

- a) When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by Service NSW.

27.3 Witness at Court - Other than in an Official Capacity - Crown Witness

- a) An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the employee chooses to retain the fees paid, leave such as leave without pay, or annual leave must be taken.
- b) An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as leave without pay or annual leave.
- c) Association Witness - An employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by Service NSW for the required period.

27.4 Association (Trade Union) Activities regarded as Special Leave

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

- a) Annual or biennial conferences of the Association;
- b) Meetings of the Associations Executive, Committee of Management or Councils;
- c) Annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- d) Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- e) Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
- f) Giving evidence before an Industrial Tribunal as a witness for the Association;

- g) Reasonable travelling time to and from conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses.

Training Courses

- h) Employees who are members of the Association will be granted special leave with pay up to twelve (12) working days in any period of two (2) years to attend training courses endorsed by the Association, Unions NSW or the Australian Council of Trade Unions (ACTU), subject to:
 - i). the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - ii). all travelling expenses being met by the Employee or the Association;
 - iii). attendance being confirmed in writing by the Association or a nominated training provider.

27.5 NAIDOC Day

- a) Aboriginal and Torres Strait Islander Employees shall be granted up to one (1) day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations.
- b) Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.

27.6 Emergency Services

- a) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
- b) For any other emergency other than a declared emergency, employees are entitled to a maximum of five (5) days Special Leave per year. Proof of attendance at the emergency is required.
- c) Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to ten (10) days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
- d) Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted Special Leave for the duration of the course, provided the SES advises Service NSW that the staff member is required to attend.
- e) Employees are entitled to take an additional one (1) day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.

27.7 Special Leave - Other Purposes

Special leave on full pay may be granted to employees for such other purposes, subject to the conditions specified in section 6-18 the Personnel Handbook at the time the leave is taken.

28. Recreation Leave

- a) Paid recreation leave for full time employees and recreation leave for employees working part time accrues at the rate of twenty (20) working days per annum.
- b) Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per annum.

- c) Recreation leave accrues from day to day.

Limits on Accumulation and Direction to Take Leave

- d) At least two (2) consecutive weeks of recreation leave shall be taken by an employee every twelve (12) months, except by agreement with the Division Head in special circumstances.
- e) Where the operational requirements permit, the application for leave shall be dealt with by the Division Head according to the wishes of the employee.
- f) The Division Head shall notify the employee in writing when accrued recreation leave reaches thirty (30) days or its hourly equivalent and at the same time may direct an employee to take at least ten (10) days recreation leave within three (3) months of the notification, at a time convenient to Service NSW.
- g) The Division Head shall notify the employee in writing when accrued recreation leave reaches forty (40) days or its hourly equivalent and direct the employee to take at least ten (10) days recreation leave within six (6) weeks (or any other such mutually convenient time) of the notification.
- h) Service NSW will make all reasonable attempts to stage reductions in employee leave accruals to a maximum of forty (40) days by 30 June 2013, thirty-five (35) days by 30 June 2014 and thirty (30) days or less by 30 June 2015.

Miscellaneous

- i) Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- j) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay, recreation leave taken on half pay, or maternity leave taken on half pay.
- j) Additional recreation leave including leave loading, at the rate of five (5) days per year, accrues to an employee, who is stationed indefinitely in a remote area of the State as defined and provided by the Crown Employees (Public Service Conditions of Employment) Award 2009.

Recreation Leave Loading

- k) An employee employed by Service NSW, is entitled to be paid recreation leave loading of 17½% on the monetary value of up to four (4) weeks recreation leave accrued in a leave year, capped at the maximum salary of SNSW 11.
- l) For the calculation of the recreation leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- m) Payment of the recreation leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- (i) The full entitlement to the loading on recreation leave that an Employee has accrued over the previous leave year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is recreation leave.
 - (ii) The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (iii) In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year in a pay following 30 November.

- (iv) On cessation of employment, other than termination by the employer for misconduct, an employee who has not taken recreation leave qualifying them for payment of the recreation leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

Maximum Loading

- n) The recreation leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary of SNSW 11.

29. Family and Community Service Leave

- a) Employees will be granted paid Family and Community Service Leave (FACS) for unplanned or emergency family responsibility reasons, in accordance with this clause.
- b) FACS will be granted:
 - (i) for reasons related to responsibilities for a Family Member ;
 - (ii) for reasons related to the death of a Family Member or relative;
 - (iii) for reasons related to performance of community service; or
 - (iv) in case of pressing necessity, natural disaster or major transport disruption.
- c) The maximum amount of FACS that an employee will be granted at ordinary rates is:
 - (i) two and a half days in the first twelve (12) months of service;
 - (ii) two and a half days in the second year of service; and
 - (iii) one day for each completed year of service thereafter, less the total amount of any FACS already taken by the employee,
- d) The definition of "family" or "relative" in this clause is the same as that provided in paragraph 31(g) of this Award - Carer's Leave.
- e) Employees who have exhausted their entitlements to FACS may be granted additional FACS up to two (2) days to cover the period necessary to arrange or attend the funeral of a family member or relative as contained in (d). Additional FACS will be granted on a discrete 'per occasion' basis.
- f) Part-time employees are entitled to FACS leave on a pro-rata basis, based on the number of hours worked.
- g) Employees appointed to Service NSW who have had immediate previous employment in the NSW Government Service may transfer their FACS leave from their previous employer.

30. Parental Leave

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

30.1 Maternity Leave (General)

- a) Maternity leave is available to all female employees (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months), to enable them to take care of their new born child and retain their position and return to work within a reasonable period of time after they have given birth.

- b) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- c) An employee who has applied for or been granted maternity leave and whose pregnancy terminates, must, as soon as practicable, notify Service NSW of the termination and the date on which it occurred.
- d) Where an employee is on one form of leave and her child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

30.2 Paid Maternity Leave

Permanent and temporary employees who have completed at least forty (40) weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- a) fourteen (14) weeks, or
- b) the period of maternity leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

30.3 Unpaid Maternity Leave

- a) Pregnant employees are entitled to maternity leave:
 - (i) on a full-time basis for a period of not more than nine (9) weeks prior to giving birth; and
 - (ii) for a further period ending not more than twelve (12) months after the date of giving birth.
- b) Employees who have been granted maternity leave may, with the permission of Service NSW, take leave after the date of birth:
 - (i) full-time for a period not exceeding twelve (12) months; or
 - (ii) part-time for a period not exceeding two (2) years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two (2) years.
- c) Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on maternity leave.

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

30.4 Adoption Leave (General)

- a) Employees are entitled to adoption leave (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months) when they are to be the primary care giver of an adopted child.
- b) Adoption leave commences on the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.

- c) Adoption leave may be granted as either paid or unpaid.

30.4.1 Paid Adoption Leave

Permanent and temporary employees who have completed at least forty (40) weeks continuous service prior to the commencement of adoption leave are entitled to be paid at their ordinary rate of pay for:

- a) fourteen (14) weeks, or
 - b) the period of adoption leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

30.4.2 Unpaid Adoption Leave

- a) Employees are entitled to adoption leave for:
 - (i) a maximum period of twelve (12) months where the child has not commenced school; or
 - (ii) a period as Service NSW determines, up to a maximum of twelve (12) months if the child has commenced school.
- b) Employees who have been granted adoption leave may also, with the permission of Service NSW, take leave:
 - (i) part-time for a period not exceeding two (2) years; or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two (2) years.

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

30.5 Parental Leave - General

- a) Employees who are not entitled to maternity or adoption leave (including casual employees who have worked on a regular and systematic basis with Service NSW for at least 12 months) may be entitled to parental leave for a period of up to twelve (12) months, to enable parents to share in the responsibility of caring for their young children.
- b) Parental leave may commence at any time up to two (2) years after the date of birth of a child or the date of placement of an adopted child.
- c) Parental leave is granted without pay, except as provided in clause 30.5.1 of this Award.

30.5.1 Paid Parental Leave

- a) Permanent and limited duration employees who have completed at least forty (40) weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (i) One (1) week on full pay, or

(ii) Two (2) weeks on half pay.

- b) The period of paid leave does not extend the current entitlement of up to twelve (12) months leave, but is part of it.

30.5.2 Taking Of Parental Leave

Employees who have been granted parental leave may, with the permission of Service NSW, also take leave:

- a) part-time over a period not exceeding two (2) years; or
- b) partly full-time and partly part-time over a proportionate period of up to two (2) years.

30.5.3 Casual Employees

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because the employee is or has been immediately absent on parental leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30.6 Communication During Maternity, Adoption and Parental Leave

- a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, Service NSW shall take reasonable steps to:
- i. Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or 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 maternity, adoption or parental leave.
- b) The employee shall take reasonable steps to inform Service NSW about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 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 Service NSW of changes of address or other contact details which might affect Service NSW's capacity to comply with subclause (a) of this Part.

30.7 Rights of Request During Maternity, Adoption Or Parental Leave

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

to assist the employee in reconciling work and parental responsibilities.

- b) Service NSW 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 Service NSW business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
- c) The employee's request and Service NSW's decision is to be in writing.

The employee's request and Service NSW's decision made under subclause (a) of this Part must be recorded in writing.

Request to return to work part-time.

Where an employee wishes to make a request under paragraph (ii) of subclause (a) of this Part, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

30.8 Resumption of Duty After Maternity, Adoption Or Parental Leave

Employees who return to work immediately after the expiration of maternity, adoption or parental leave, are entitled to be placed in:

- a) The position they held immediately prior to the taking of leave, if the position still exists; or
- b) Another position for which they are qualified, subject to availability, if the position they held immediately prior to the taking of leave no longer exists.

31. Carer's Leave

General

- a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this clause, to provide care and support when a family member is ill.
- b) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave are exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in clause (g) of this Part.
- c) Carer's leave is only available for employees to provide such care and support for people mentioned in clause (g) of this Part, where such a family member is ill.

Taking Of Carer's Leave

- d) Sick leave will initially be taken from the current year's entitlement, followed by the sick leave accumulated over the previous three (3) years.
- e) In special circumstances, Service NSW may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- f) If required by Service NSW, employees must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

Categories of People for Which Carer's Leave can be Obtained

- g) Employees will be entitled to Carer's Leave to provide care and support of their ill:
 - (i) spouse;

- (ii) defacto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
- (iii) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (iv) parent (including a foster parent or legal guardian);
- (v) grandparent or grandchild;
- (vi) sibling (including the sibling of a spouse or de facto spouse);
- (vii) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
- (viii) relative who is a member of the same household where, for the purposes of this definition -
- (ix) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- (x) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
- (xi) 'household' means a family group living in the same domestic dwelling.

Other forms of leave and carer's responsibilities

- h) An employee may elect, with the agreement of Service NSW, to take recreation leave, or other paid leave to credit, for the purpose of assisting with Carer's Responsibilities, at any time within a period of twenty-four (24) months from the date at which it falls due.

32. Extended Leave

- a) Employees are entitled to extended leave in accordance with extended leave entitlements contained in Schedule 1 of the Government Sector Employment Regulation 2014.
- b) All previous full-time and part-time NSW Government Service, is to be taken into account as service when determining the appropriate rate of accrual of extended leave for employees employed on a full-time or part-time basis with Service NSW. Permanent NSW Government Service will be recognised by Service NSW in accordance with provisions of Schedule 2 of the Government Sector Employment Regulation 2014.
- c) Nothing in paragraph (b) entitles an employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

33. Sick Leave

- a) An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- b) Sick leave on full pay accrues day by day to an employee at the rate of fifteen (15) days per annum, and any such accrued leave, which is not taken, is cumulative.
- c) During the first four (4) months of employment, an employee can access up to five (5) days paid sick leave even though that leave has not yet accrued.
- d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two (2) consecutive days.
- e) Subject to any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take five (5) single days of total sick leave per annum as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.

- f) Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- g) All continuous service as an employee in the NSW Government Service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Service is not continuous, previous periods of Government Service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

Additional Special Sick Leave

- h) An additional period of sick leave may be granted in accordance with provisions contained in clause 6-17.12.1 'Special Sick Leave' of the NSW Government Personnel Handbook.

34. Leave for Matters Arising from Domestic Violence

- a) Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- b) Leave entitlements provided for in clauses related to Sick Leave and Carer's Leave and Family and Community Service Leave, may be used by Employees experiencing Domestic Violence.
- c) Where the leave entitlements referred to in paragraph (a) above are exhausted, Service NSW shall grant Special Leave of up to five (5) days per calendar year to this effect.
- d) Service NSW will need to be satisfied, on reasonable grounds that Domestic Violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- e) Personal information concerning Domestic Violence will be kept confidential by Service NSW.
- f) Service NSW, where appropriate, may facilitate alternative working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

35. Purchased Leave

- a) An employee may apply to enter into a Purchased Leave Agreement with Service NSW to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a twelve-month (12) month period.
- b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- c) The leave must be taken in the twelve-month (12) month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- d) The leave will count as service for all purposes.
- e) The purchased leave will be funded through the reduction in the employee's ordinary rate of pay for the twelve-month (12) period of the Purchased Leave Agreement.
- f) The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the twelve-month (12) period.
- g) Purchased leave is subject to the following provisions:
 - i). The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the twelve-month (12) Purchased Leave Agreement period.

- ii). All other leave taken during the twelve-month (12) Purchased Leave Agreement period i.e. including sick leave, recreation leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
- iii). Sick leave cannot be taken during a time when purchased leave is being taken.
- iv). The purchased leave rate of pay will be the salary for all purposes including superannuation.
- v). Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- vi). A higher duties payment will not be paid when purchased leave is being taken.
- vii). Specific conditions governing purchased leave may be amended from time to time by the Division Head in consultation with the Association.
- viii). Service NSW may make adjustments relating to their salary administration arrangements.

36. Observance of Essential Religious Or Cultural Obligations

- 36.1 Provided adequate notice as to the need for the leave is given by the employee to Service NSW and it is operationally convenient to release the employee from duty, an employee of:
- a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation or extended leave to credit, or leave without pay, to observe their obligations.
- 36.2 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by Service NSW, subject to:
- a) Adequate notice being given by the employee;
 - b) Prior approval being obtained by the employee; and
 - c) The time off being made up in the manner approved by Service NSW.

37. Lactation Breaks

- a) A lactation break is provided to lactating mothers for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.
- b) A full time employee or a part time employee working more than four (4) hours per day is entitled to a maximum of two (2) paid lactation breaks of up to thirty (30) minutes each per day.
- c) A part time employee working four (4) hours or less per day is entitled to only one paid lactation break of up to thirty (30) minutes on any day so worked
- d) A flexible approach to the timing and general management of lactation breaks must be taken by the employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

- e) Service NSW will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- f) Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactating needs.
- g) The manager and the employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- h) Whether the employee is required to work at a site that is not operated or controlled by Service NSW;
 - i). whether the employee is regularly required to travel in the course of performing their duties;
 - ii). whether the employee performs field-based work where access to the facilities in subclause 5 are not available or cannot reasonably be made available; and
 - iii). the effect that the arrangements will have on the employee's lactating needs.
- i) Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service.
 - i). shall be granted during paid time;
 - ii). is limited to a reasonable period of time (i.e. if the employee requires extended periods of consultation, the employee may utilise the provisions of clause 30(j), and
 - iii). must be at a time that is mutually convenient to both the employee and Service NSW
- j) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause 33 - Sick Leave of this Award, or access to local flexible arrangements where applicable.

38. Grievance and Dispute Settling Procedures

- a) This Award recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and their supervisors.
- b) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Service NSW, if required.
- c) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- d) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate supervisor or manager, the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- e) The immediate supervisor, manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, following the matter being brought to their attention.

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

39. Anti-Discrimination

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

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

40. Secure Employment

40.1 Occupational Health and Safety

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

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

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

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

Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

40.2 Disputes Regarding the Application of this Clause

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

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.

41. Leave Reserve

- a) Leave is reserved to the employer to make application to include Sunday work in Contact Centres in respect to the Award. The Association may also make application in respect to Sunday work in Contact Centres in respect to the Award.

- b) The parties agree to discuss the inclusion of continuous shift work in Contact Centres in the Award.

42. No Extra Claims

- a) Except as otherwise permitted by s.17 of the Industrial Relations Act 1996, the parties shall not make any further claims as to conditions of employment during the nominal term of this Award.
- b) This clause does not prevent claims seeking compliance with the paramount policies declared under the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011. 'Conditions of employment' has the meaning given to that term in the Dictionary of the Industrial Relations Act 1996.

SCHEDULE A - SERVICE NSW SALARIES

Salary rates shall be paid in accordance with the rates set out below. The 2013 salaries are current to 30 June 2014. The 2014 salaries are current to 30 June 2015.

SNSW Salary Scale Grades	Payable from first full pay period on or after 1/7/2013 \$ per annum	Payable from first full pay period on or after 1/7/2014 \$ per annum
Grade 1		
Year 1	34,940	35,733
Year 2	38,322	39,192
Year 3	43,811	44,806
Grade 2		
Year 1	46,206	47,255
Year 2	48,303	49,399
Year 3	50,100	51,237
Grade 3		
Year 1	53,197	54,405
Year 2	55,689	56,953
Year 3	58,284	59,607
Grade 4		
Year 1	60,061	61,424
Year 2	62,416	63,833
Year 3	64,872	66,345
Grade 5		
Year 1	67,101	68,624
Year 2	69,272	70,844
Year 3	70,519	72,120
Grade 6		
Year 1	72,067	73,703
Year 2	74,254	75,940
Year 3	76,684	78,425
Grade 7		
Year 1	78,353	80,132
Year 2	81,119	82,960
Year 3	82,692	84,569
Grade 8		
Year 1	86,085	88,039
Year 2	89,580	91,613
Year 3	92,377	94,474
Grade 9		
Year 1	96,627	98,820
Year 2	99,403	101,659
Year 3	103,876	106,234

Grade 10		
Year 1	106,498	108,916
Year 2	110,699	113,212
Year 3	116,384	119,026
Grade 11		
Year 1	119,981	122,705
Year 2	125,204	128,046
Year 3	128,023	130,929
Grade 12		
Year 1	135,515	138,591
Year 2	139,470	142,636
Year 3	144,342	147,619
Grade 13		
Year 1	148,650	152,024
Year 2	152,502	155,964
Year 3	159,811	163,439

SCHEDULE B - SERVICE NSW RATES AND ALLOWANCES

The following rates and allowance amounts for Service NSW are effective from 1 July 2013. These will be adjusted in accordance with NSW Treasury Circular - Rates in relation to annual Review of Meal, Travelling and other allowances, as amended on an annual basis.

Item No.	Clause No.	Description	Amount \$	
1		Meal Allowance while Travelling	Per Day	
		Capital Cities and High Cost Country Centres	\$	
		Breakfast (no overnight stay)	24.90	
		Lunch (no overnight stay)	28.00	
		Evening Meal (no overnight stay)	47.75	
		'Tier 2' Country Centres and Elsewhere		
		Breakfast (no overnight stay)	22.30	
		Lunch (no overnight stay)	25.45	
2		Travelling Allowances	Per Day	Per Hour
		Location	\$	\$
		Capital Cities		
		Sydney	301.85	12.58
		Adelaide	275.85	11.49
		Brisbane	319.85	13.33
		Canberra	286.85	11.95
		Darwin	320.85	13.36
		Hobart	250.85	10.45
		Melbourne	291.85	12.16
Perth	351.85	14.66		
		High Cost Country Centres (NSW)		
		Newcastle	261.85	10.91
		Wagga Wagga	259.85	10.83
		Wollongong	254.85	10.62

		'Tier 2' Country Centres (NSW)	
		Dubbo	241.80 10.07
		Gosford	241.80 10.07
		Orange	241.80 10.07
		Port Macquarie	241.80 10.07
		Queanbeyan	241.80 10.07
		Tamworth	241.80 10.07
		All other Country Centres (NSW)	
		'Elsewhere'	219.80 9.16
3		Incidental Expenses when claiming actual expenses - All locations	Per Day \$ 18.20
Item No.	Clause No.	Description	Amount \$
4		Overtime Meal Allowance	Allowance
		Breakfast	\$27.70
		Lunch	\$27.70
		Evening Meal	\$27.70
		Supper	\$10.25
5		Community Language Allowance Scheme (CLAS)	Per Annum
		Base Level Rate	\$1252 pa
		Higher Level Rate	\$1881 pa
6		First Aid Allowance	
		Holders of St John's Ambulance Certificate, or equivalent qualifications	\$806 pa
		Holders of current occupational first aid certification issues within the previous three (3) years and in charge of a First Aid Room in a workplace of 200 or more	\$1211 pa

M. J. WALTON J , *President*

(601)

SERIAL C8232

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 566 of 2013)

Before The Honourable Acting Justice Boland

25 June 2014

VARIATION

1. Delete subclauses (b) and (c) of clause 38, Wages of the award published 18 May 2001 and reprinted 27 January 2012 (372 I.G. 763) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2013.
 These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
 - (c) Junior Employees - Junior employees and improver waiters/waitresses shall receive the percentages set out in (iv) of Table 1 - Wages of the appropriate adult rate prescribed in Group No. 1 of Table 1 - Wages.
2. Delete (i) of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:
 - (i)

Group No	Description	Former Rate Per Week \$	SWC 2013 2.27% \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	682.40	15.50	697.90

2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	689.50	15.70	705.20
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	695.10	15.80	710.90
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			
	(i) Without the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants	695.20 705.10 717.40 726.60	15.80 16.00 16.30 16.50	711.00 721.10 733.70 743.10
	(ii) With the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants	696.90 707.90 722.40 730.70	15.80 16.10 16.40 16.60	712.70 724.00 738.80 747.30
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - Clause 38 Wages.	702.80	16.00	718.80
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	682.40	15.50	697.90

3. Delete Table 2 - Other Rates & Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates & Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.58 per shift
2	5(a)	Night interval employees (working one night per week)	4.11 per shift
3	6(i) (b),(c) 36(i)(d) 6(ii)(a)	Meal Allowances	13.60
4	6(ii) 16(vii)	Breakfast Allowance	7.50
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees Employees under 21 years of age	 7.60 per shift 5.00 per shift

	14(a)(iii)	Engagements exceeding four hours - Adult Employees Employees under 21 years of age Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	15.60 per shift 8.50 per shift 7.60 per shift 5.00 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	2.15 each night
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment Laundering Allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	10.00 3.50 10.00 5.90 2.05 5.90
8	38(1)(i) 2(b)	Window Dressers under the age of 21	10.30 per week
9	35(i)(a)	Section Head	15.30 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	34.70 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	23.80 per week
12	35(ii)(a)	Employee delivering goods	5.20 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	50.10 per week 10.05 per day
14	35(ii)(c)	First-aid attendant	1.97 per day
15	35(ii)(d)	Employee engaged to speak a second language	9.90 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	20.50 per week 10.10 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	12.30 per week 36.70 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	128.00 per week 152.40 per week 0.38 per km

19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.58 per km 0.63 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.694 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	9.60 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	14.50 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	19.40 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	17.65 per hour 17.31 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	7.60 5.00

4. This variation shall take effect from the first full pay period to commence on or after 16 December 2013.

R. P. BOLAND , *Acting Justice*

Printed by the authority of the Industrial Registrar.

SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2014 - 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Services Union of N.S.W., Industrial Organisation of Employees.

(No. IRC 274 of 2014)

Before Commissioner Tabbaa

30 May 2014

AWARD

Clause No. Subject Matter

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2. Title, Application and Duration

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6. Termination
7. Misconduct
8. Employer's Right to Deduct Pay and Time Lost

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9. Job Evaluation
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43. Camping Allowance
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SCHEDULE 2 - SUMMARY - ALLOWANCES

SCHEDULE 3 - SECURE EMPLOYMENT

SCHEDULE 4 - PERSONAL CARERS ENTITLEMENT

FOR CASUAL EMPLOYEES

SCHEDULE 5

PART I - APPLICATION AND OPERATION OF AWARD

1. Statement of Intent

- (a) Parties to this Award have the mutual intent to create work place and employment conditions that are consistent with the objectives of the Employer, Unions representing employees, the Employer's partners and other stakeholders.
- (b) The parties are committed to continuous improvement in the workplace. This award provides the framework for ongoing organisational reform in order to achieve the objectives of the Sydney Catchment Authority (SCA).

- (c) In achieving these objectives the Employer acknowledges the role of unions to represent their members and their industrial interests in conferring on the change process, together with the valuable contributions the unions and employees make to improve efficiency and business performance.
- (d) The Award recognises that the size, skills and scope of the workforce, will be determined by the SCA's needs in consultation with the parties to the Award.
- (e) The Award operates in conjunction with the relevant legislation, as amended from time to time, including:
 - (i) Sydney Water Catchment Management Act 1998
 - (ii) Work Place Injury And Illness Management Act 1998
 - (iii) Work Health and Safety Act 2011 NSW
 - (iv) Anti-Discrimination Act 1977
 - (v) New South Wales Industrial Relations Act 1996, and
 - (vi) Any other relevant legislation that may apply to the SCA.
- (f) This Award, in accordance with the commitments made, reflects the agreement reached between the parties on processes and terms and conditions that will produce mutually desirable outcomes of improved performance, appropriate conditions of employment, flexible work arrangements, administrative efficiencies and cost benefits to the SCA. The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial relations Commission or any other tribunal.

2. Title, Application and Duration

2.1 Title

- (a) This Award shall be known as the Sydney Catchment Authority Consolidated Award 2014- 2015

2.2 Application

- (a) This Award is binding on:
 - (i) The Employer in respect of its employees, except those employees who occupy positions designated by the Employer as Members of the Executive;
 - (ii) The Australian Services Union of New South Wales; and
 - (iii) The Association of Professional Engineers Scientists and Managers Australia, NSW Branch.

2.3 Commencement and duration

- (a) This Award shall take effect from the 1 July 2014 and shall remain in force thereafter for a period of 12 months.
- (b) The award rescinds and replaces the Sydney Catchment Authority Consolidated Award 2012-2014.

3. Definitions

- (a) "Authorised employee" refers to an employee holding or performing the duties of a specific office/position that is authorised to exercise decisions in accordance with the SCA Authorisations Manual, as amended from time to time"
- (b) "Chief Executive" means the person occupying the position of Chief executive established pursuant to Part 2 clause 9 of the Act
- (c) "General Manager" refers to the occupant of a position designated as Division Manager under the SCA Authorisations Manual
- (d) "Employer" means Department of Trade and Investment, Regional Infrastructure and Services (Pursuant to Administrative Arrangements Order 2014)
- (e) "Employee" means permanent and temporary employees, whether full-time or part-time, unless otherwise stated in the Award
- (f) "FACS" means Family and Community Service
- (g) "LWOP" means leave without pay
- (h) "Manager" means a person occupying the position identified in the employee's Position Description as "Positional Title of Supervisor" or "Accountable"
- (i) "Previous Award" means the Sydney Catchment Authority Consolidated Award 2012-2014
- (j) Flexiday means approved Days Off
- (k) "Recognised office" means all premises occupied by the Employer other than temporary construction site accommodation erected on a construction site for the exclusive use of a construction workforce and includes a location the employee is specifically attached to for a period of one (1) month or more
- (l) "SCA" means the Sydney Catchment Authority constituted under the Act
- (m) "The Act" means the Sydney Water Catchment Management Act 1998, as amended from time to time
- (n) "TRP" means Total Remuneration Package comprising cash salary and compulsory superannuation contribution.
- (o) "Unions" mean the Australian Services Union of NSW and the Association of Professional Engineers, Scientists and Managers Australia, NSW Branch.

4. Anti-Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as carer and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure described in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions in 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 provisions of this Award, which, by its terms or operation, has direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:

- (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) Offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; or
 - (iv) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (f) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (g) Section 56(d) of the Anti-Discrimination Act 1977 provides:
- (i) "Nothing in the Act effects 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 II - EMPLOYMENT RELATIONSHIP

5. Employment

5.1 Status of employment

5.1.1 Permanent employees

- (a) The basis of employment will be
 - (i) Full-time, or
 - (ii) Part-time.
- (b) All employees covered by this Award will be appointed by the Employer and work where nominated from time to time by the Employer.
- (c) Employees will be required to perform the full range of related work activities equivalent to their appointed position and field of employment. Employees may also be required to perform the duties of a lesser nature. While employees may be required to perform 'lower duties', this principle is not to be used as a means of deskilling any individual or group.

5.1.2 Casual employees

- (a) Engagement
 - (i) A person may be engaged as a casual employee on an hourly basis to carry out:
 - (A) Work that is irregular and intermittent,
 - (B) Work on a short term basis, in an area requiring flexible work arrangements;
 - (C) Work of a position for a short period pending the completion of the selection process for the position;
 - (D) Urgent work or to deal with an emergency.

- (b) Pay and conditions
- (i) Casual employees have no entitlement to any of the provisions contained in this Award other than those contained in this clause.
 - (ii) Casual employees are paid for hours engaged and worked.
 - (iii) The hourly rate paid to a casual employee will be the hourly rate paid for a similar full-time job.
 - (iv) Casual employees will be paid a loading on the appropriate hourly rate of pay for ordinary hours worked:
 - (A) 20% for work performed on Mondays to Fridays (inclusive);
 - (B) 50% for the first 4 hours worked on Saturday, then 100% thereafter;
 - (C) 100% for work performed on Sundays; or
 - (D) 150% for work performed on Public Holidays.
 - (v) Payment of this loading in sub clause (iv) will be in lieu of all other entitlements specified in this Award. The loading specified in this clause is in recognition of the casual nature of the employment and compensate the employee for all leave except long service leave, and all incidence of employment, except overtime.
 - (vi) Casual employees shall be paid overtime for work performed:
 - (A) In excess of seven (7) consecutive hours (excluding meal breaks); or
 - (B) In excess of 35 hours in a week.
 - (vii) Overtime rates will be paid in accordance with subclause 20.3 - Overtime, with payments are based on the hourly rate applicable to the day on which work performed plus 20% loading set out in (iv) (A) above.
 - (viii) Where the period of engagement on any one day exceeds five (5) hours an unpaid meal break of at least half an hour must be taken.
 - (ix) Casual employees are entitled to long service in accordance with clause 28 - Long Service Leave, of this Award.
 - (x) Casual shall also receive the following entitlements:
 - (A) Personal Carers' and Bereavement entitlement in accordance with schedule 4 of this award; and
 - (B) Unpaid parental leave in accordance with Schedule 5
- (c) Termination
- (i) The engagement of a casual employee may be terminated without notice.
- (d) Secure Employment
- (i) Term and conditions set out in Schedule 3 apply for secure employment for casuals.

5.1.3 Temporary employees

- (a) Temporary employees
 - (i) Are engaged for a limited and specified amount of time to work for a defined period where there will be no on-going need for either the person or the position; and
 - (ii) The engagement may be either full-time or part-time.
- (b) Temporary employees are entitled to the provisions contained in this Award provided if employment or a part of the employment is for a period less than twelve (12) months, entitlements will be on a pro-rata basis.
- (c) The Employer may terminate the engagement of a temporary employee by giving two (2) weeks' notice or two weeks' pay in lieu of notice.

5.1.4 Part-time employees

- (a) Employment on a permanent part-time basis
 - (i) A permanent part-time employee is an employee who is appointed to a position to work hours which are less than the average weekly hours worked by full-time employees.
 - (ii) The terms of the employment regarding hours of work will be as stated in the letter of appointment.
 - (iii) An employee who has been employed on a permanent part-time basis has no right to convert to full-time employment.
 - (iv) A permanent part time employee shall be entitled to all benefits accruing to a full time employee under the Award on a pro rata basis for all hours worked at ordinary time rates.
- (b) Employee initiated conversion to part-time employment
 - (i) Subject to sub-clause 32.2.2 - Maternity Leave, Right of return to former position, the employee may initiate conversion to part-time employment in the employee's substantive position.
 - (ii) Conversion to part-time work arrangement is subject to approval by the relevant authorised employee.
 - (iii) The employee has a right to revert to full-time employment in the employee's substantive position before or at the end of 12 months working part-time by giving four (4) weeks' notice.
- (c) Conditions attached to working under a part-time work agreement
 - (i) The daily hours and days of the week to be worked under a part-time work agreement and the length of the arrangement must be agreed in writing between the employee and the authorized employee.
 - (ii) The ordinary daily hours will be worked Monday to Friday but are not restricted by the ordinary working hours provisions at sub-clause 17.3.
 - (iii) No agreement shall permit a minimum start of less than three (3) continuous hours except in cases where it is agreed that there be a start of two (2) continuous hours on 2 or more days per week provided that:

- (A) A two (2) hour start is sought by the employee to accommodate the employees personal circumstances which must be specified in the agreement; or
 - (B) The place of work is within a distance of 5km from the employee's place of residence.
- (iv) An Employer may request an employee working under a part-time work agreement to work for longer than the hours agreed under the part-time work agreement under sub-clause 5.1.4(c)(i) in accordance with the provisions of sub-clause 20 Overtime. These additional hours shall be paid at ordinary time rates unless the additional hours fall into one of the categories below:
- (A) If the hours worked in a week exceed 35 hours; or
 - (B) If the additional hours fall outside the usual span of hours; or
 - (C) Where work is performed on a Saturday/Sunday or Public Holiday irrespective of the weekly hours worked
- in which case payment will be made at the rate prescribed in sub-clause 20.3 - Overtime.
- (v) An employee may request to vary a part-time agreement at any time. A request for the variation of a part-time agreement will be considered on the same basis as the initial approval.
 - (vi) The hourly rate paid to a part-time employee will be the hourly rate for a similar full-time job.
 - (vii) Part-time employees will be subject to clause 15 - Performance Management System, of this Award
 - (viii) Part-time employees will be eligible, on a pro-rata basis for all leaves prescribed in this Award.
 - (ix) Leave will be calculated on the basis of the proportion of hours scheduled per week to the full-time hours of work per week, i.e.
- $$\frac{\text{part-time hours}}{\text{full-time hours of leave in hours}} \times \text{full-time annual entitlement} = \text{P/T annual leave entitlement (in hours)}$$
- (x) Any leave approved to cover the absence of a part-time employee will be debited on an hourly basis or part thereof to reflect the actual time taken off work.
 - (xi) Where an employee has worked both full and part-time, the leave entitlement will be paid on the proportion of part-time and full-time service during the relevant period.
 - (xii) Public holidays will only be paid if the employee was scheduled to work on the public holiday and in accordance with clause 25 Public holidays.

5.2 Appointment on probation

- (a) An employee appointed to a position under sub-clauses 5.1.1, 5.1.3 or 5.1.4(a), will be appointed on probation.

- (b) Probation will be a period of 3 months. This period may be extended once but will not exceed 6 months.
- (c) The employee will be subject to the provisions of clause 15 - Performance Management System, in assessing satisfactory performance.

5.3 Medical examinations

A person will not be eligible for appointment unless that person has, as required by the Employer, passed an examination of medical fitness by a qualified medical practitioner nominated by the Employer

5.4 Payment of money owing to the employee in case of death

5.4.1 Payment of unpaid monies

- (a) For the purposes of sub-clause 5.4, the term "employee" includes a casual employee.
- (b) Any outstanding pay will be paid into the deceased employee's nominated bank, building society or credit union account as per normal pay.
- (c) All unpaid monies other than pay will be paid as follows:
 - (i) Where the unpaid monies owed by the Employer are in excess of \$15,000, such monies will be paid to the Executor or Administrator of the deceased's estate. This will only be done on the production of Grant of Probate or Letters of Administration.
 - (ii) Where the unpaid monies owed by the Employer do not exceed \$15,000, the Employer may agree to make payment through the Executor or Administrator of the deceased's estate without Grant of Probate or Letters of Administration.
 - (iii) Where the unpaid monies owed by the Employer do not exceed \$15,000, the Employer may agree to make payment to other than the Executor or Administrator of the deceased's estate. In such cases, the Employer may require the person to whom the payment is made to demonstrate a legal entitlement to the money and to provide a written indemnity to the Employer stating that they will indemnify the Employer in relation to any claims made against the Employer in relation to the money paid.

5.4.2 Advance payments

- (a) Up to \$5,000 may be advanced prior to the production of all documentation referred to above, provided the Employer is reasonably assured that the payment is being made to the legal spouse or de facto partner or other person who can demonstrate a legal entitlement to money owing to the deceased.

5.5 Advice of absences

- (a) Employees who are absent on any day for reasons other than a pre-arranged absence must advise their Manager as soon as practicable on that day and where possible before normal starting time, of the estimated duration of the absence and the type of leave that will be taken.

5.6 Abandonment of employment

- (a) Subject to sub-clause (b) below, employees who are absent from work for a continuous period exceeding 5 working days without notification to the Employer may be regarded as having abandoned their employment.

- (b) After the five days referred to in sub-clause (a) above, the Employer will notify such employees in writing, forwarded to the address last known to the Employer, that
 - (i) If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave;
 - (ii) A period of not less than ten (10) working days will be allowed for the employee to contact the Employer; and
 - (iii) If no response is received by the due date, the employee's employment with the SCA will be terminated.
- (c) If the employee fails to respond, the Employer shall deduct from the pay of the employee the amount equivalent to the period of the absence and their employment will be terminated from the first date of absence.

6. Termination

6.1. Termination by employee

- (a) An employee may terminate his/her employment for any reason by giving two weeks written notice to the Employer.
- (b) If the employee fails to give two (2) weeks notice, two weeks pay will be forfeited.
- (c) Employees who have given notice, and absent themselves for duty without reasons acceptable to the Chief Executive (the onus of providing acceptable reasons lies with the employee) will be deemed to have abandoned employment and will not be entitled to be paid for the period of notice.

6.2 Termination by Employer

- (a) Termination of employment will not be harsh, unjust, or unreasonable.
- (b) The Employer may terminate the employment of a permanent employee by giving four (4) weeks notice. Grounds for termination include but not limited to the following:
 - (i) The employee lacks, or has lost, an essential qualification for performing his or her duties;
 - (ii) Non-performance, or unsatisfactory performance, of duties (see clause 15 - Performance Management System);
 - (iii) Inability to perform duties because of physical or mental incapacity;
 - (iv) Seriously unacceptable breach of the Code of Conduct (reference: sub-clause 7.1(a)(i) - Misconduct);
 - (v) Misconduct (reference clause 7);
 - (vi) Criminal offence (sub-clause 7.6);
 - (vii) Any other reason the Chief Executive considers as not harsh, unjust, or unreasonable.
- (c) The Employer may terminate the employment immediately, in which case, the Employer will give four (4) weeks pay in lieu of notice.
- (d) Employees who have been given notice, and absent themselves for duty without reasons acceptable to the Chief Executive (the onus of providing acceptable reasons lies with the

employee) will be deemed to have abandoned employment and will not be entitled to be paid for the period of notice.

7. Misconduct

7.1 Definitions

- (a) For the purposes of this Award, misconduct includes, but is not limited to, any of the following:
 - (i) A contravention of any provision of policies and procedures applying to employment in the SCA;
 - (ii) Fraud;
 - (iii) Performance of duties in such a manner as to justify the taking of disciplinary action;
 - (iv) Taking any detrimental action (within the meaning of the Protected Disclosures Act 1994) against a person that is substantially in reprisal for the person making a protected disclosure within the meaning of that Act; and
 - (v) Taking any action against another employee that is substantially in reprisal for an internal disclosure made by that employee.
- (b) The subject-matter of an allegation of misconduct may relate to an incident or conduct that happened:
 - (i) While the employee concerned was on duty, was not on duty, or
 - (ii) Before the employee was appointed to his or her position or engaged for a set period.
- (c) Internal disclosure means a disclosure made by an employee regarding the alleged misconduct of another employee of the SCA.

7.2 Procedural guidelines

- (a) The Chief Executive may, from time to time, issue amend, revoke or replace procedural guidelines for the purposes of:
 - (i) Dealing with allegations of misconduct as a disciplinary matter, and/or
 - (ii) The taking of disciplinary action with respect to employees under this Award.
- (b) In determining the processes, the Chief Executive will have regard to guidelines issued from time to time for the public sector in NSW.
- (c) The procedures will be consistent with the rules for procedural fairness.
- (d) Without limiting sub-clause (a), the procedures are to ensure that:
 - (i) The employee to whom an allegation of misconduct relates is advised in writing of the alleged misconduct and that the allegation may lead to disciplinary action being taken with respect to the employee; and
 - (ii) The employee is given an opportunity to respond to the allegation.
- (e) A formal hearing involving the legal representation of parties and the calling and cross-examination of witness is not to be held in relation to an allegation of misconduct and the taking of disciplinary action with respect to an employee.

- (f) However, sub-clause (e) does not prevent the Chief Executive from:
 - (i) Conducting such investigations into an allegation of misconduct as the Chief Executive considers necessary;
 - (ii) Conducting interviews with the employee to whom the allegation relates or with any other person in connection with the matter concerned; or
 - (iii) Taking signed statements from the employee or any such person.

7.3 Dealing with allegations of misconduct

- (a) If an allegation is made that an employee may have engaged in any misconduct, the Chief Executive may:
 - (i) Decide to deal with the allegation as a disciplinary matter in accordance with the SCA procedures; or
 - (ii) Decide that it is appropriate to take remedial action with respect to the employee.
- (b) After dealing with an allegation of misconduct as a disciplinary matter in accordance with the SCA procedures, the Chief Executive may, if he/she is of the opinion that the employee has engaged in any misconduct, decide to take disciplinary action with respect to the employee.
- (c) Before any disciplinary action is taken with respect to an employee under this section, the employee must be given an opportunity to make a submission in relation to the disciplinary action that the Chief Executive is considering taking.
- (d) Even though the Chief Executive decides to deal with an allegation of misconduct as a disciplinary matter in accordance with the SCA procedures, the Chief Executive may, at any stage of the process:
 - (i) Decide to take remedial action with respect to the employee concerned; or
 - (ii) Decide to dismiss the allegation, or decide that no further action is to be taken in relation to the matter, or both.
- (e) A decision under this section by the Chief Executive to take remedial action with respect to an employee does not, if it appears to the Chief Executive that the employee may have engaged in any misconduct while the remedial action is being taken, prevent the Chief Executive from dealing with the alleged misconduct as a disciplinary matter under this section.
- (f) In certain circumstances where an employee appears to have committed a serious breach of conduct and discipline or is subject to criminal proceedings, the particular facts may require immediate action by the Employer prior to the completion of any investigation:
 - (i) Where it is inappropriate for the employee to continue in their usual duties, the first option is to place the employee on alternative duties or duties at another location;
 - (ii) Where such action is inappropriate in the circumstances, the Employer may suspend the employee with or without pay, as appropriate, pending the outcome of the disciplinary process or criminal proceedings:
 - (A) Suspension with pay: where it is considered that the charges are serious enough, or having the employee remain at work would be detrimental to the effective running of the Authority, the employee may be suspended with pay. Suspension with pay will be reviewed at least every 30 days, if applicable.

- (B) Suspension without pay: In exceptional circumstances, the Employer may suspend the employee from duty without pay. Without limiting the generality of this term, such circumstances would include where the employee is remanded in custody, or has admitted to behaviour that under the circumstances renders the employee unfit to continue in paid employment with the Authority. Suspension without pay will be reviewed at least every 30 days, if applicable.
 - (C) Immediate suspension without pay: Where an employee is convicted of a crime, notwithstanding the availability of an avenue of appeal against the conviction pending final decision whether the employee is retained or dismissed, the Employer will suspend the employee from duty without pay, if the nature of the offence is such that this action is warranted in the public interest or the maintenance of good order and/or discipline. The suspension decision will be reviewed at least every 30 days, if applicable.
 - (D) Summary dismissal: Where it has been established to the satisfaction of the Employer that an employee has been guilty of serious misconduct, the Employer may summarily dismiss without notice.
- (g) If an employee is convicted in New South Wales of an offence that is punishable by imprisonment for twelve (12) months or more, or is convicted elsewhere than in New South Wales of an offence that, if it were committed in New South Wales, would be an offence so punishable, the Chief Executive may:
- (i) Decide to take disciplinary action with respect to the officer, or
 - (ii) Decide to take remedial action with respect to the officer.

7.4 Misconduct proven

- (a) Where the Employer determines that an employee is guilty of misconduct the employee may be:
- (i) Dismissed;
 - (ii) Regressed to a lower pay point; or
 - (iii) Subjected to other action as seemed appropriate.
- (b) In the circumstances described in sub-clause (a) above, payment for any period of suspension may be forfeited.

7.5 Misconduct not proven

- (a) Where the Employer finds that an employee suspended without pay for alleged misconduct is not guilty of the alleged misconduct, the employee will receive payment for the period of suspension.

7.6 Report of charges and convictions for serious offences

- (a) An employee who is charged with having committed, or is convicted of, a serious offence must immediately report that fact in writing to the Chief Executive.
- (b) If a Manager has reason to believe that an employee
- (i) Has been charged with having committed, or has been convicted of, a serious offence; and
 - (ii) Has not reported the matter to the Chief Executive in writing in accordance with sub-clause (a) above,

the Manager must immediately inform the Chief Executive in writing that the Manager has reason to believe that the employee has been charged with having committed, or has been convicted of, a serious offence.

8. Employer's Right to Deduct Pay and Time Lost

- 8.1 Through no fault of the Employer
- (a) Where an employee is absent from duty for reasons not entitling payment under this Award, the Employer may deduct from the pay of the employee payment for all time lost to the Employer.
 - (b) The Employer may deduct from the pay of an employee all amounts paid in advance for any type of leave where the leave is subsequently not approved or the employee fails to attend a course for which leave was granted.
- 8.2 Through fault of the Employer
- (a) No deduction will be made for time lost through the fault of the Employer.
- 8.3 Stand down orders
- (a) The Employer may apply to the Industrial Relations Commission of NSW for stand down orders in accordance with the Industrial Relations Act 1996.

PART III - PAY AND RELATED MATTERS

9. Job Evaluation

- (a) The rate of pay for all positions will be determined by job evaluation.
- (b) The unions are to cooperate in the ongoing implementation of the Cullen Egan Dell (CED) methodology through participation in Job Evaluation Panels.

10. Rates of Pay

- (a) The rates of pay rounded to the nearest dollar, applicable to each Grade shown in Column 1 and pay points shown in Column 2 at Schedule 1 to this Award, reflect the increases specified below:

Date of Salary Variation - to commence on or after	Percentage Increase in rate of pay
1 July 2012	2.5%
1 July 2013	2.27%
1 July 2014	2.27%

- (b) Equivalent rates of pay will be determined as follows:
 - (i)

$$\text{Hourly rate} = \frac{\text{Daily rate}}{7}$$
 - (ii)

$$\text{Daily rate} = \frac{\text{Annual rate}}{261}$$
 - (iii)

$$\text{Weekly rate} = \frac{\text{Annual rate}}{52.2}$$
 - (iv)

$$\text{Fortnightly rate} = \frac{\text{Annual rate}}{26.1}$$

11. Pay on Appointment

- (a) Employees will be appointed at the minimum pay point for the evaluated Grade for the job.
- (b) The Chief Executive may approve appointment elsewhere within the Grade.
- (c) An employee shall not be paid less than their appointed rate, except where an employee has been regressed as a result of:
 - (i) Continuing unsatisfactory performance (sub-clause 15.3.2 - Performance Management System); or
 - (ii) Disciplinary action (Clause 7 - Misconduct).

12. Payment of Monies Due

- (a) The Employer may make payment, less any deduction as may be authorised by the employee or required by law, by paying the full amount of the balance due into a credit union or bank account of the employee's choice, or by cheque made payable to the employee.
- (b) Monies will only be assigned to accounts that are in the employee's name either singly or jointly.
- (c) Any payments in addition to an employee's appointed rate of pay, made under the provisions of this Award (e.g. overtime, allowances, etc), will be made within the three pay periods (i.e. six weeks).
- (d) No variation will be made to pay unless it is properly authorised in writing by the employee.

13. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

13.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, such request shall not be unreasonably refused ; and
- (c) casual employees, such request shall not be unreasonably refused , and limited to salary sacrifice to superannuation in accordance with subclause 13.12.

13.2 For the purposes of this clause:

- (a) "TRP" means the Total Remuneration Package, comprising cash salary and compulsory superannuation contribution.
- (b) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 10, Rates of Pay, Schedule 1 to this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (c) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

13.3 By mutual agreement with the Chief Executive, an employee may arrange the annual Total Remuneration Package (TRP) so that it can include the following items:

- (a) Salary;
- (b) Superannuation;

- (c) Motor Vehicle leased through the employer (subject to subclause 13.10 below);
 - (d) Transport (cost of annual ticket);
 - (e) Aged care;
 - (f) Mortgage repayments;
 - (g) Rental payments;
 - (h) Health fund premiums;
 - (i) Laptops, e-organisers and briefcases; and
 - (j) Any other benefits as approved by the Chief Executive from time to time.
- 13.4 By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Chief Executive, as listed in subclause 13.3; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Chief Executive for the benefit provided to or in respect of the employee in accordance with such agreement.
- 13.5 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 13.6 The agreement shall be known as a Salary Packaging Agreement.
- 13.7 Except in accordance with subclause 13.12, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 13.8 An employee may request the SCA in writing to reconfigure the annual Total Remuneration Package not more than four times in any one year.
- 13.9 FBT payable in respect of packaging any of the items listed in subclause 13.3 will be charged to the employee.
- 13.10 Unless otherwise approved by the employer, salary packaging of a vehicle arrangement must be cost neutral to the employer. To this end, a salary package may include the following components, each of which will be charged to the employee:
- (a) Annual lease rate;
 - (b) Fleet management fee;
 - (c) Risk insurance charge;
 - (d) Comprehensive insurance;
 - (e) CTP insurance;
 - (f) Maintenance costs;
 - (g) Registration;

- (h) NRMA membership;
 - (i) Fuel; and
 - (j) FBT.
- 13.11 Obtaining independent taxation and financial advice in relation to packaging arrangements is the employee's responsibility and is encouraged to be obtained prior to entering into a Salary Packaging Agreement.
- 13.12 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the SCA is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the SCA's agreement, paid into another complying superannuation fund.
- 13.13 Where the employee makes an election to salary sacrifice, the SCA shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 13.14 The amount of post compulsory deduction salary which an employee may elect to sacrifice to superannuation is limited to an amount which ensures that the aggregated amounts of employer contributions to accumulation funds (compulsory employer superannuation contributions and additional employer superannuation contributions) do not exceed the employee's maximum deductible aged based limit set by the Australian Tax Office as varied from time to time.
- 13.15 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) Police Regulation (Superannuation) Act 1906;
 - (b) Superannuation Act 1916;
 - (c) State Authorities Superannuation Act 1987; or
 - (d) State Authorities Non-contributory Superannuation Act 1987,
- the SCA must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 13.16 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 13.15 of this clause, the SCA must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the SCA may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 13.17 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an

employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 10, Rates of Pay, or Schedule 1 to this Award if the Salary Packaging Agreement had not been entered into.

- 13.18 The Chief Executive may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 13.19 The Chief Executive will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

14. No Assignment of Pay

- (a) An employee's pay will be paid as it falls due with the exception of payments withheld for the purposes of pay equalisation in conjunction with the 19 day lunar month pattern of work.
- (b) No payment shall be made in respect thereof to any person by virtue of any order, document, or instrument whereby an employee may have assigned or attempted to assign their pay.
- (c) Provided that this clause shall not apply in the case of payments made out of the pay of an employee at their request in writing in respect of contributions to:
- (i) A Union party to this Award,
 - (ii) Contributions to a boarding house or mess establishment on any work,
 - (iii) The payment of rental or other charges to the Employer on account of a cottage rented or purchased from the Employer,
 - (iv) Amounts owing by an employee for safety footwear and/or wearing apparel purchased from or supplied by the Employer,
 - (v) Other payments as agreed by the Employer from time to time.

15. The Performance Management System

15.1 Performance agreements and performance assessment

15.1.1 Performance agreements

- (a) The responsibility for developing FOCUS Performance Agreements using the standard template rests equally with managers and employees.

Performance planning and review meetings under this system will be conducted in June and December of each year. A period of 6 months service must be completed before a staff member is eligible for annual salary progression consideration as set out in (c) below .. To ensure salary progression occurs as set out below, managers will be requested to confirm in writing that there are no performance issues that would prevent the application of an incremental progression.

- (b) In the circumstance, where a performance issue has been identified, the SCA will confirm that the issue is being formally managed in accordance with Clause 15.3 prior to withholding an employee's salary progression
- (c) To be considered for salary progression (within grade) the employee must have occupied the position continuously for more than six months

- (i) An employee promoted or employed between 1 July and 31 December will be eligible for salary progression (within grade) consideration in the following June, and every June thereafter; or
 - (ii) An employee promoted or employed between 1 January and 30 June will be eligible for salary progression (within grade) consideration in the following December, and every December thereafter.
- (d) The FOCUS Performance Agreement must express, at the individual employee level, the priorities and outcomes of the SCA Business Plan, the relevant Work Area Business Plan and reflect the accountabilities included in the employee's Position Description. The Performance Agreement must describe expectations to be met including key required outcomes which the employee is to deliver and key performance indicators against which the standard of delivery is to be measured.

The Performance Agreement will also include the behaviours by which employees are to conduct their work and contribution to the team with reference to the SCA Code of Conduct.

Copies of the Performance Agreements to be forwarded to the Senior Manager, Workforce Planning to enable monitoring of the system and to ensure agreements are securely stored after each performance cycle.

15.1.2 Performance assessment

- (a) Informal feedback
 - (i) Informal feedback and discussion must occur regularly. Such feedback and discussion may be initiated by the employee or Manager, and would be based on the Performance Agreement.
 - (ii) Such informal feedback and discussion does not replace mutual obligations relating to performance management and, depending on the nature of the discussion, may form the basis of procedures contained at sub-clause 15.3.
- (b) Formal assessment
 - (i) While ongoing and informal feedback and discussion on performance should occur regularly throughout each review cycle, there will be formal assessment points for all award employees every six (6) months.(June or December).
- (c) Objectives of the formal assessment at the end of the six (6) month cycle are to:
 - (i) Provide an opportunity for formal feedback based on work expectations and each of the performance indicators specified in the Performance Agreement, including an opportunity for the employee to put their view in writing;
 - (ii) Review the Performance Agreement with a view to developing a new Performance Agreement applicable in the next cycle;
 - (iii) Provide a realistic assessment of performance against the Performance Agreement;
 - (iv) If necessary, identify the specific action to improve performance; and provide qualitative feedback
- (d) The Manager must ensure that performance assessment has occurred consistent with the above objectives and will ensure the FOCUS documentation is forwarded to Workforce Planning and Management within two months of the conclusion of each six month cycle.

- (e) In case an employee and the employee's Manager cannot agree on FOCUS goals or performance assessment, the employee, in the first instance, should discuss this with the relevant Group General Manager who will review. On request, a third party of their choice will support the employee.

15.2 Learning agreements

- (a) Learning Agreements are integral part of the SCA's FOCUS Performance Management System. As such, each employee is required to develop and enter into a Learning Agreement with his or her Manager in conjunction with the development of the Performance Agreement, using the template.
- (b) Learning Agreements may include activities related to the broadening of employees' knowledge, capabilities and experience relevant to their current role and also related to future career development.
- (c) Learning Agreements will distinguish between learning activities that the SCA requires employee to undertake and activities that employee wish to undertake. An activity included in the Learning Agreement does not imply that the SCA will pay the cost associated with that activity. Request for Study Assistance will be dealt with under the relevant SCA policy.
- (d) In agreeing to the inclusion of a learning activity in the Learning Agreement, the Manager will consider and allocate appropriate resources. Any activity included in the Learning Agreement will be subject to budgetary constraints.

15.3 Managing poor performance

- (a) Performance issues should be discussed as they occur to ensure the employee is aware of the performance concerns and to ensure corrective action is immediately applied. Management of these issues may occur at any time during the performance planning review cycle

15.3.1 Performance is assessed as Unsatisfactory

- (a) Development of a Performance Improvement Plan
 - (i) Prior to commencing the development of a Performance Improvement Plan the Manager will contact Workforce Planning and Management for advice and guidance
 - (ii) The Manager will advise the employee in writing that performance improvement is required stating expectations and examples of where these have not been met and recording it in the Performance Agreement as an assessment outcome.
 - (iii) Within 7 days of the above notice, the Manager and the employee will be required to discuss the matter and develop a Performance Improvement Plan that includes:
 - (A) Realistic and achievable expectations, and
 - (B) Strategies that are to be implemented within a three month period.
 - (iv) The Performance Improvement Plan must be consistent with the FOCUS Performance Agreement. On request, the employee may be supported by a third party of their choice during the discussions.
 - (v) Consideration will be given to the identification of possible barriers to, and opportunities for achieving sustained performance improvement The employee will be assisted through supportive management and action may include:

- (A) Counselling and mediation
 - (B) Training
 - (C) Coaching and mentoring
 - (D) Relocation of duties or relocation to other areas;
 - (E) Addressing OHS&R issues
 - (F) Addressing work & life balance.
- (b) End of the Performance Improvement Plan
- (i) At the end of the three month period the Manager and the employee should review performance and
 - (A) If performance has been improved to a satisfactory level, the normal FOCUS performance cycle continues;
 - (B) If performance remains assessed at an unsatisfactory level, the processes at sub-clause 15.3.2 below will be applied.

15.3.2 Continuing Unsatisfactory performance

- (a) Where an employee's performance is still assessed as "unsatisfactory "at the conclusion of the initial Performance Improvement Plan the employee will receive written advice which details the actions that may occur:
- (i) In circumstances where there has been some performance improvement but not to the required satisfactory level, the manager will extend the Performance Improvement Plan for a further three months and
 - a. The Manager will immediately discuss with the employee the matters in the written advice and the assessment process to ensure all parties are heard on the matter. The employee may be supported by a third party of the employee's choice and;
 - b. Discussion may include mitigating circumstances, and setting realistic and achievable expectations in the performance improvement plan and.
 - c. At the conclusion of the three month review period, the Manager will advise the Group General Manager on whether or not the employee achieved and sustained a satisfactory level of performance throughout the review period
 - d. If performance is improved and sustained , no further action will be taken and the normal performance cycle will resume
 - e. If performance has not improved to the required satisfactory standard, the Chief Executive, on advice from the relevant Group General Manager may;
 - i. Reduce an employees pay
 - ii. Terminate the employee's employment or
 - iii. Any other action the Chief Executive considers appropriate.

- (ii) In circumstances where there has been no performance improvement to the required satisfactory level, the Chief Executive, on advice from the relevant Group General Manager may;
 - a. Reduce an employees pay
 - b. Terminate the employee employment or
 - c. Any other action the Chief Executive considers appropriate.
 - d. Give consideration to the identification of possible barriers to and opportunities for achieving sustained performance improvement

16. Temporary Relief Arrangements

16.1 Filling temporary vacancies

- (a) Where a vacancy exists, the Employer may, on a temporary basis, make one of the following relief arrangements:
 - (i) Fill the position (full-time or part-time) with the most suitable competent employee from a lower pay point;
 - (ii) Fill the position (full-time or part-time) with the most suitable competent employee from a higher pay point without loss of pay;
 - (iii) Fill the position (full-time or part-time) with an employee at the same pay point, without variation in pay, in order to provide the opportunity for the employee concerned to develop skills;
 - (iv) Assign part or all of the duties to an employee or employees from the same pay point or higher without variation in pay; or
 - (v) Leave the position unoccupied.
- (b) Temporary arrangements are voluntary where being forced to undertake the duties of another position would financially disadvantage an employee.
- (c) Decisions for relief arrangements must be fair, equitable and follow EEO principles. Higher duties opportunities should be shared fairly amongst employees to develop their knowledge, skills and experience to the benefit of both the SCA and employees.

16.2 Rate of payment while on temporary relief

- (a) A relieving employee who performs the duties and takes the responsibilities of the vacant higher position is to be paid a higher duties allowance equal to the difference between the employee's salary payment and the first salary pay point of the higher position.
- (b) Where all duties and responsibilities are not to be performed or the acting period provides an employee with development opportunity the proportion of higher duties allowance can be varied to be commensurate with the proportion of duties to be undertaken subject to agreement with the employee prior to the commencement of the acting period.
- (c) During the acting period where a staff member has received less than the full amount of the higher duties allowance the manager may elect to pay a higher or the full amount than the agreed percentage where they have determined that the staff member undertook more functional responsibilities than initially agreed.

16.3 Conditions

- (a) The employee shall receive payment under sub-clause 16.2 if a period of acting in higher duties is five (5) consecutive working days or longer.
- (b) If the period of acting is 5 consecutive days, if the relieving employee takes leave during the period of 5 days, then no payment is payable.
- (c) If the period of acting is five (5) consecutive days and it includes a public holiday or a day where the substantive occupant of the position is on a Flexiday that has been approved four weeks in advance, the relieving employee will be paid higher duties for the whole period.
- (d) If the period of relief is for a period of more than five (5) consecutive working days, then any leave taken during such acting period is to be paid at the rate applicable to the position in which relief is being provided, unless such leave exceeds five (5) consecutive working days.
- (e) Employees who have acted for a continuous period of twelve (12) months or longer in the same higher graded position and who, due to extraordinary circumstances, continue to act in that position are entitled to be paid at the higher rate for all leave taken after the continuous period of twelve (12) months.

16.4 Progression

- (a) If the period of acting in the higher position is for a continuous period of twelve (12) months or longer, the employee so acting may progress subject to the provisions of clause 15 - Performance Management System.
- (b) If an employee progressed in accordance with sub-clause (a) above, on return to the employee's substantive position the employee will be progressed within the Grade to the pay point one higher than the employee's pay point prior to the commencement of the acting arrangement.
- (c) Employees who have been promoted to the vacant position and are receiving payment for higher duties pending completion of appointment action should continue to receive the higher payment during all paid leave.

part iv - hours of work and related matters

17. Hours of Work

17.1 Purpose

- (a) The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
- (b) The standard working hours will be those necessary for the completion of routine work and this clause.
- (c) The Employer agrees that workloads should be capable of being completed during normal working hours.
- (d) An employee will not be allocated an unreasonable or excessive workload.
- (e) It will be the duty of the employer to ensure that staffing levels are adequate and that vacancies are filled promptly.
- (f) Where overtime or workloads are identified as excessive this will lead to an assessment of the area. This may result in the need to change the amount of work undertaken and/or staffing levels within that area. This assessment will be reported to the Unions and parties will enter into consultation.

- (g) Reasonable overtime is defined in clause 20.1

17.2 Usual spread of hours

- (a) Ordinary working hours will fall within the usual spread of hours of 7.00 am and 6.00 pm.

17.3 Ordinary hours of work

- (a) The ordinary hours of work of full-time employees is an average of 35 hours per week Monday to Friday inclusive, worked between the usual spread of hours.

17.4 Eligibility - Flexitime

The SCA is committed to providing flexible work practices to ensure that staff are provided with flexibility in balancing work/life approaches.

A flexible approach to hours of work will be adopted provided that the business needs of the SCA are met. The Guideline for Flexible Work Arrangements is established whereby individual staff may select their starting and finishing times, subject to the convenience of the SCA, its business needs and work demands.

- (a) Employees shall work under the SCA's Guideline for Flexible Work Arrangements.
- (b) All full time permanent and temporary award staff (excluding casual staff) will be able to work under the Guideline for Flexible Work Arrangements within the standard bandwidth (or variable bandwidth as approved by the manager).
- (c) An employee will revert to working standard hours if: It is evident that the staff member is not correctly applying and observing the conditions under the flexible work arrangements. A three (3) month review period will be applied for the Supervisor to support the staff member reverting back to the provisions of flexitime.

17.5 Purchased Leave

Employees will have access to Purchased Leave of up to four (4) weeks per calendar year covered by the conditions set out in the SCA's Purchased Leave Guideline

17.6 Work Arrangements

- (a) An employee working flexitime may, subject to business requirements determined by the SCA, commence duty at any time between 7.00 am and 10.00 am and cease duty any time between 3.00 pm and 6.00 pm. Time sheets are to be completed each working day using the SCA's Time Recording System (TRS).
- (b) Employees are entitled to work their standard daily contract hours (i.e. seven (7) hours). An employee is entitled to work additional time each day (subject to work being available and supported by their supervisor) so they can access up to two (2) flexidays per settlement period
- (c) The maximum number of hours that can be recorded as being worked by the employee is ten (10) hours per day (exclusive of lunchbreaks).
- (d) The minimum an employee must work each day is 3 1/2 hours, unless on approved leave.
- (e) An approved lunch period of not less than 30 minutes is to be taken each working day between 11.00 am and 2.00 pm. unless the employee's manager has agreed prior to the lunch break being taken that the employee may take their lunch break at an alternative time
- (f) An employee may be required to work standard hours if flexitime conditions are not being observed and correctly applied as set out in Clause 17.4 (c).

17.7 Bandwidth and Coretime

17.7.1 Bandwidth

- (a) Bandwidth is the span of hours during the working day when an employee may record the time they have worked. The Bandwidth commences at 7.00 am and concludes at 6.00 pm, excluding the lunch period.
- (b) Time worked outside of the bandwidth period does not count towards accumulated hours.
- (c) Time worked outside of the bandwidth period at the direction of the SCA does not count towards the accumulation of hours and the period is payable as overtime as set out in Clause 20.3 of this Award. .

17.7.2 Core hours and attendance

- (a) Coretime is the specified period during the working day when all staff are required to be on duty unless they are on authorised/approved leave.
- (b) Employees must:
 - (i) Commence work at the approved time; and
 - (ii) Be on duty between the hours of 10.00 am and 3.00 pm (excluding lunch time) unless on approved leave.
- (c) Where an employee commences work after 10.00 am, the employee must apply for recreation leave or have flexiday entitlements reduced to cover the period of absence. Where no recreation leave or flexiday entitlements are available to the employee, the employee must take leave without pay.

17.8 Taking Flexidays

- (a) Where business requirements support hours of work undertaken, employees may elect to take two full flexidays (of equivalent ½ days) during the four week settlement period, provided that at the end of the settlement period the employee does not exceed ten hours in debit after balancing the required contracted 140 working hours for the settlement period.

17.9 Banked Flexidays

- (a) Subject to sub-clause 17.8, an employee's banked flexidays shall not exceed:
 - (i) Four (4) banked flexidays.

17.10 Variation of hours

- (a) The Employer may vary starting and ceasing times to meet operational requirements in cases where work cannot be carried out during the usual spread of hours of 7.00 am and 6.00 pm.
- (b) Employees whose starting and ceasing times have been varied by the Employer will be entitled to a loading of:
 - (i) 25% for those hours worked outside the usual spread of hours; or
 - (ii) 50% for those hours worked outside the usual spread of hours if work is required to start before 5.00 am or finishes after 8.00 pm.

- (c) The loading specified in sub-clause (b) shall not apply where the variation has been made by mutual agreement between the Employer and the staff member concerned.

18. Meal Breaks

18.1 Monday - Friday

- (a) Employees will be allowed a mid-day meal break of not less than 30 minutes without pay.
- (b) No employee will be required to work for more than five (5) hours on any day without a break for the "midday" meal, unless the requirements of the work make it impracticable to allow such break before five (5) hours have elapsed.
- (c) In cases where employees are required to work for more than five (5) hours without a break, the break will be allowed as soon as practicable thereafter and in any event before six (6) hours have elapsed.
- (d) Where an employee is required to work for more than the period of five (5) hours specified in this sub-clause they will be paid at the rate of time and one half from the end of five (5) hours until the meal break occurs. Where overtime is worked contiguous with the day in question this payment will not be taken into account in the calculation of overtime.

18.2 Meal breaks during overtime Monday to Friday

- (a) Employees who are required to continue work beyond their normal ceasing time of an ordinary working day will, if the period of overtime to be worked is more than one (1) and a half hours, be allowed a meal break of 30 minutes which will be paid for at single time rates provided they are required to work at least 30 minutes after the break.
- (b) Where the overtime continues for more than five (5) and a half-hours, an additional paid break of 20 minutes is to be allowed with a further paid break of 20 minutes each four (4) hours thereafter, provided overtime continues, with each meal break being paid for at single rates.

18.3 Saturdays, Sundays or Public Holidays

- (a) Employees working overtime on Saturdays, Sundays or Public Holidays will be entitled to a paid meal break of 30 minutes after each four hours of overtime worked, provided that employees continue to work after the break. These breaks are paid at overtime rates.

18.4 Variation to meal breaks

- (a) Notwithstanding these provisions, meal breaks may be taken by agreement, at any time to best reconcile the needs of work and the employees who perform it and without payment of penalty.

19. Rest Breaks

- (a) Employees required to continue work after their normal hours must have a rest period of ten (10) consecutive hours before again starting work.
- (b) Employees recalled to work after ceasing work, who work for more than a total of four (4) hours will be entitled to a rest period of ten (10) consecutive hours before again starting work.
- (c) Employees recalled to work after ceasing time who do not actually work for more than a total of four (4) hours are not entitled to the provisions of sub-clause (b) above.
- (d) Employees directed to resume or continue work without having their 10 hour rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty.

- (e) Where an employee is entitled to be absent for a rest period of ten (10) consecutive hours under sub-clauses (a) or (b), the employee will receive normal pay for the break for the hours that fall during the employee's normal hours of work Monday to Friday inclusive.
- (f) Rest periods are calculated from the time the employee is absent from work. The 10 hour rest break includes travel to and from work at whatever location.

20. Overtime

20.1 Requirement to work additional hours

- (a) Subject to sub-clause (b), an Employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of sub-clause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (iii) the needs of the workplace or enterprise, the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (iv) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse the working of additional hours; and
 - (v) any other relevant matter.

20.2 Eligibility

- (a) Subject to clause 17 - Hours of Work, overtime will mean all authorised time worked before, after or beyond the normal hours of work.
- (b) An employee is not entitled to the payment of overtime where the employee agrees to forego overtime payments pursuant to sub-clause 30.4- Carer's Leave

20.3 Rate of payment

- (a) Unless otherwise specified in the Award, and subject to sub-clause (b) below, payment for all approved overtime will be paid at the following rates:
 - (i) Monday to Friday - time and one half for the first two hours and double time thereafter;
 - (ii) Saturdays - time and one half for the first two hours and double time thereafter, and all time after 12 noon at double time;
 - (iii) Sundays - double time;
 - (iv) Public Holidays - double time and one half;

provided that an employee who is occupying a position above Grade 12, will be paid overtime at Grade 12.4 rate.

- (b) Employees required to work overtime on a Saturday, Sunday, Public Holiday or a day they are rostered off will work, or be paid, for a minimum of four (4) hours, except where such overtime is continuous with overtime commenced on the previous day.
- (c) Where employees are required to work overtime both before and after their usual working hours on the same day, the Employer will add the overtime hours worked both before and after to make a total amount of overtime. This total will be used to calculate when double ordinary rates become payable.
- (d) An employee working overtime and finishing work at a time when reasonable means of transport is not available shall be conveyed to their home within a reasonable time by the Employer.

20.4 Salary for overtime purposes

- (a) Unless specifically identified in this Award in relation to a particular provision, special rates or allowances will not be taken into consideration in the computation of overtime.

21. Call-Out

21.1 Employee required to leave home

- (a) These provisions will apply in circumstances when the employee is called back to work and is required to leave home and return to a work location.
 - (i) Employees called back to work after the usual ceasing time and before 6.00 a.m. on the next working day will be paid a minimum of four (4) hours at the appropriate overtime rates.
 - (ii) Any further call-outs within the four (4) hour period set by the first call are covered by the initial four (4) hour payment.
 - (iii) Call-outs after the initial four (4) hours are paid at the appropriate overtime rate for the actual time of the call out.
 - (iv) Payment will be calculated from the time the employees leave home to attend the call-out until they return.
 - (v) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

21.2 Call-out without employee leaving home

- (a) These provisions will apply where an employee is called at home and is able to resolve the issue without leaving home:
 - (i) The employee will be paid in 30 minutes segments at overtime rates under sub-clause 20.3 for the time it takes to resolve the issue.
 - (ii) If the employee is called more than once on the same issue, the time for calculating payment will commence from the first call and finish at the time the matter is resolved provided the gap between calls does not exceed three (3) hours.
 - (iii) If the gap is greater than three (3) hours, the matter will be regarded as a new issue.
 - (iv) If a person is called on another issue while the first issue remains unresolved, the time for calculating payment will end when the second issue is resolved, provided the gap between any calls does not exceed 3 hours.

22. Stand-By

22.1 Purpose

- (a) It is recognised that the Employer has a statutory requirement to provide an efficient service to the public. To this end, nominated employees may be placed from time to time on a stand-by roster in order to maintain out of hours services.
- (b) The term "stand-by" means the person is rostered to be contactable, and able to respond to a call-out within a reasonable time.

22.2 Stand-by payments

- (a) An employee rostered to stand-by will be paid at the following rates:
 - (i) Weeknights (exclusive of public holidays) - two (2) hours pay at single time
 - (ii) Saturdays, Sundays and public holidays - eight (8) hours pay at single time per 24 hour day.
 - (iii) Standing-by during weeknights will be deemed to
 - (A) Commence from ceasing hours of work (including continuous overtime) or rostered work on one day, and
 - (B) End at normal starting time on the next working day.
- (b) Stand-by time will not be computed as overtime but will be paid at single rates.

22.3 Overtime worked in conjunction with stand-by

- (a) Where an employee is required to do overtime whilst on stand-by the employee will be paid rates in accordance with the provisions of the clause 20 - Overtime, in addition to any standing-by payment.

23. Travelling Time

23.1 Definitions

- (a) For the purpose of this clause:
 - (i) "Sent temporarily to work away" means where employees are required to report to another work location for a specified period, which does not contemplate a permanent placement.

23.2 Entitlements

- (a) Employees sent temporarily to work away from their recognised office and required and approved to commence travel before 7.00 am or finish travel after 6.00 pm, will be entitled to payment at single time rates for all time occupied in travelling to and from the job in excess of one (1) hour for each journey.
- (b) Employees sent temporarily to work away from their recognised office who are required to work weekends including all public holidays, will be entitled to payment at single time rates for all time occupied in travelling to and from their final work location
- (c) Travelling time cannot be claimed as overtime

24. Declared Incident Conditions

24.1 Definitions

- (a) "Declared" the term does not include any declaration made under the SCA Corporate Incident Management Manual.
- (b) "Day shift" refers to employees who are rostered to start their normal hours of work sometime during the normal spread of hours.
- (c) "Incident" means
 - (i) bush fire emergency declared under Section 44 of the Rural Fires Act 1997, or
 - (ii) any other Incident declared by the Minister, or
 - (iii) a declaration by the Chief Executive that the entitlements of clause 24 -Declared Incident Conditions, will apply to staff engaged in managing the Incident.
- (d) "Incident Control" means the Incident management team including Group and Sector Commanders.
- (e) "Night shift" refers to employees who are required to work their normal hours outside the spread of hours of 7.00 am and 6.00 pm.
- (f) "Normal hours" refers to employees who are employed to work a 35 hours per week.
- (g) "Rest break" means the time between ceasing normal hours of work or Incident shift and commencing next period of work or Incident shift at the same or a different work location and includes all time spent on any travel between the work location(s) and where the rest break will take place, i.e. home or the accommodation provided by the SCA under sub-clause 24.4 below.
- (h) "Roster" means the scheduled work arrangements made by a Manager or Incident Controller during an Incident according to the nature of needs. Being rostered means that the SCA directs the person to work at a particular time and/or at a particular location. The term does not include employees' normal working arrangements.
- (i) "Shift" means the hours the employee is required to work during the Incident. There is no "shift work" as such applicable to the SCA under the Award.
- (j) "Site" means the location of an Incident.
- (k) "Site duty" means being engaged in on-ground Incident related activities
- (l) "Work arrangement" means the approved work pattern in which normal hours are worked.

24.2 Application and inconsistency with other provisions of the Award

- (a) The following conditions apply in circumstances where an Incident is declared and until such time as the declaration of the Incident is lifted.
- (b) Where the conditions in this clause are inconsistent with any other provisions of this Award, the provisions of this clause will prevail.
- (c) The operation of clauses 20 - Overtime, and 23 - Travelling Time, will be suspended at the time of the Incident being declared for those employees involved in the Incident unless otherwise provided in this clause.
- (d) The operation of clause 17 - Hours of Work, will be suspended at the time of the Incident being declared for those employees involved in the Incident. Any flexiday in credit at the time of the declaration or accrued during Incident work or were due to be taken during the Incident will be

carried forward to the next settlement period. Such flexidays will not count toward the limit applicable to Flexiday accrual and must be taken at the earliest convenient time.

- (e) Calculation of any of the entitlements in this clause will be based on the employee's approved work arrangement that specifies normal commencement and finishing times in accordance with 35 hour week arrangements.
- (f) As soon as an Incident occurs, any person who is
 - (i) Rostered for Incident duties on behalf of the SCA;
 - (ii) Rostered for fire fighting duties by Incident Control; or
 - (iii) Directed or rostered to undertake operational or administrative tasks associated with the Incident,must keep a diary using the Incident Activities Diary form.
- (g) When an employee is rostered for Incident duties, the duties will start from the site or work location at which the employee is rostered to work, and finish at the end of the rostered time at that site or work location except in circumstances where the employee is required to travel to another site or work location in which case the work will finish at the last site or work location.
- (h) Subject to sub-clause 24.6 below, employees may only be required to work a maximum of twelve hours on site.

24.3 Rest breaks and fatigue management

- (a) The health, safety and well-being of employees is of utmost importance to the SCA. It is the responsibility of the Manager or Incident Controller or nominee to ensure that reasonable shifts and rest breaks are adhered to.
- (b) Work arrangements and rosters must ensure that employee have appropriate rest periods when working under fire related emergency conditions. To this end, this Award provides the framework for rostering arrangements and prescribes limits to work arrangements, including prescribed rest breaks. While the Award provides compensation for situations where an employee is not allowed a ten (10) hour break between shifts, this provision is not designed to be used to negate the obligation to afford a ten (10) hour rest break.
- (c) It is important to manage fatigue as it increases the risk of injury, reduces awareness and decision making capacity.
- (d) Managers/Incident Controllers need to exercise duty of care in making staffing arrangements in response to an Incident. Fatigue management must be a key consideration in rostering an employee for Incident related work:
 - (i) In order to manage fatigue, Managers/Incident Controllers should ensure that employees adhere to their rostered hours, cease work and have adequate rest breaks.
 - (ii) A Manager or Incident Controller would need to consider removing an employee from the roster in order to manage fatigue.
 - (iii) Employees have an obligation to inform their Manager/Incident Controller if they feel that fatigue impacts on their health and well-being and ability to continue work on-ground Incident related tasks.

24.4 Provision of accommodation

- (a) Where it is the view of an employee that it is not possible or feasible for the employee

- (i) To return home at the end of the shift for a rest break before the commencement of the next shift, or
 - (ii) To recommence work at the employee's normal place of work,
the employee may request the Manager or Incident Controller to make arrangements for the provision of suitable accommodation.
- (b) The Manager or Incident Controller in making a decision in this regard, will have regard to
- (i) The length and location of the rostered work,
 - (ii) The requirement for a ten (10) hour rest break before the next roster or return to the employee's normal work location,
 - (iii) The distance to the employee's home,
 - (iv) Fatigue management requirements, and
 - (v) Availability of suitable accommodation.
- (c) The request will not unreasonably be refused.

24.5 Call-out

- (a) An employee who is not rostered for work and is called back to work at an Incident after finishing work will be paid a minimum of four (4) hours at the appropriate overtime rates.
- (b) Payment will be calculated from the time the employee leaves home or the accommodation provided by the SCA to attend the call-out until they return to home or to the accommodation provided by SCA.
- (c) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

24.6 Entitlements

24.6.1 Incident Control, operational and support functions

- (a) The following provisions will apply to all employees required to work in Incident Control, operational and administrative support functions:
 - (i) Employees may be rostered to work in either
 - (A) Normal hours (i.e. seven (7) hrs per day) for a continuous period not exceeding twelve (12) days (including work on Saturdays, Sundays or Public Holidays);
 - (B) Up to twelve (12) hours per shift (normal hours and overtime) plus handover briefing and debriefing for a maximum of five (5) days provided that
 - (1) These employees must have a ten (10) hour rest break between finishing work on one day and commencing work next;
 - (2) After each five (5) consecutive days worked on a twelve (12) hour shift, employees must have two (2) rest days (unpaid); and

- (3) Overtime will be paid in accordance with sub-clause 20.3.
 - (C) In accordance with night shift provisions at sub-clause 24.6.4;
 - (D) In accordance with 7-day roster provisions at sub-clause 24.6.3; or
 - (E) A mix of site and non-site related duties in which case the relevant site duty provisions will apply.
- (b) Employees rostered to work without having their ten (10) hour rest break will be paid at time and one half for the first two hours and double time thereafter from the commencement of the next shift until they are released from duty. They will then be entitled to be absent for a rest break of ten (10) consecutive hours without loss of pay if the ten (10) hours or part thereof fall on a normal workday.

24.6.2 Site duties - First 24 hours

- (a) The first shift falling within or following the declaration of an Incident may extend to a maximum of sixteen (16) hours. Hours include normal hours of work and continuous overtime hours. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).
- (b) In the above circumstances, an employee will be entitled to be paid for hours worked as follows
 - (i) Double time (normal pay plus single pay) for all continuous hours worked on week days; and
 - (ii) Double time and a half for all continuous hours worked on Saturdays, Sundays and Public Holidays.
- (c) Payment under this sub-clause will be regarded as overtime for relevant purposes.
- (d) Following a sixteen (16) hour shift, the employee must have a ten (10) hour rest break before returning to normal hours or work on a shift without loss of pay. Ten (10) hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.
- (e) For full-time employees, normal salary (single time) is paid if the ten (10) hour rest break (or part thereof) falls between the span of hours of 7.00 am and 6.00 p.m. Monday to Friday. Part-time employees will be entitled to receive payment if they would have worked on that day.

24.6.3 Site duties - 7 day roster

- (a) The following provisions apply to an employee who completes a 7-day roster to work in relation to an Incident with the pattern of
 - (i) Three (3) consecutive shifts (maximum of twelve (12) hours per shift);
 - (ii) One (1) day (24 hours) paid rest day; the employee will be paid a normal day's pay at single rates regardless of day of week on which the rest day falls; and
 - (iii) Three (3) consecutive shifts (maximum of twelve (12) hours per shift).
- (b) Employees, who have completed a 7-day roster in accordance with the above, must have two (2) days off prior to returning to normal work or on site work. Such days off will be unpaid, regardless of the day of the week on which the days fall. However, an employee may elect to take flexiday(s) due if the rest break falls on a day during Monday to Friday.

- (c) If the 7-day roster includes night shift, payment will be made in accordance with sub-clause 24.6.4(b). In all other circumstance the relevant penalty rates under sub-clause 20.3 - Overtime, will apply to overtime.
- (d) Following the completion of rostered hours (including continuous overtime), employees must have a 10-hour rest break before returning to normal hours or another shift. These ten (10) hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.
- (e) Employees directed to resume or continue work without having their ten (10) hour rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty. They will then be entitled to be absent for a rest period of ten (10) consecutive hours without loss of pay if the rest break falls on a day between Monday to Friday.

24.6.4 Site duties - night shift

- (a) An employee cannot
 - (i) Be rostered on night shift on any day when normal hours have been worked on the day when the night shift commences;
 - (ii) Return to normal hours on the same day on which a night shift finishes; or
 - (iii) Be rostered on another shift before a 10-hour break is taken between the shifts.
- (b) An employee rostered to work normal hours as night shift will be entitled to be paid as follows:
 - (i) Night shift during the period commencing between 6.00 pm and 11.59 pm Monday to Friday - double time for all continuous hours worked on a shift (normal pay plus single pay).
 - (ii) Night shift during the period commencing between 6.00 pm and 11.59 pm on Saturday, Sunday or a Public Holiday - double time and a half for all continuous hours worked on a shift (normal pay plus single pay and a half).
- (c) Payment is regarded as overtime for relevant purposes.
- (d) Employees must have a 10-hour rest break between shifts or before returning to normal hours without loss of pay if the break falls on a weekday. Ten (10) hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.

24.6.5 Meal breaks and meal allowances

- (a) No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break. Where meals are provided to an employee on the ground and eaten in conjunction with Incident duties, no deduction will be made from pay.
- (b) Employees will be entitled to be paid meal allowances provided under sub-clause 41(b) as follows:
 - (i) If day shift and continuous overtime finishes after 6.00 pm but before midnight - meal 3,

- (ii) If day shift and continuous overtime finishes after midnight but before 6.00 am the next day - meals 3 and 2
- (iii) If day shift or night shift and continuous overtime finishes after 6 am the next day - meals 3 and 2 and 1.

24.6.6 Travelling time

- (a) "Travelling time" for the purposes of this clause means the period of travel between the employee's home and site duty or from site duty to the employee's home.
- (b) Travelling time will be paid at the employee's normal pay at single rate.
- (c) Travelling time cannot be claimed as overtime.
- (d) Travelling time is part of the rest break.

part v - leave and public holidays

25. Public Holidays

25.1 Entitlements

- (a) Employees are entitled to be absent on full pay for all public holidays proclaimed as such for the state of New South Wales or the County of Cumberland (except the first Monday in August).
- (b) Employees will also be entitled to one additional day, which they may elect to take either:
 - (i) Between Christmas Day and New Years Day; or
 - (ii) The Union Picnic Day.
- (c) The Union Picnic Day will occur on or before the first Monday in November of each year or another date to be approved by the Employer.
- (d) Part-time employees shall be entitled to be absent on full pay on public holidays, provided that the public holiday falls on a day that the employee is scheduled to work.
- (e) Payment will only be made if the employee is at work for the full day, or on approved absence, on both their scheduled working days immediately before and after the public holiday.
- (f) Employees will be regarded as having worked when they are on:
 - (i) Recreation leave on full pay;
 - (ii) Flexidays off;
 - (iii) Study leave;
 - (iv) Union training leave;
 - (v) Approved sick leave with or without pay;
 - (vi) When the job has been closed by the Employer for reasons other than industrial action; and
 - (vii) Leave without pay (provided the Public Holiday falls within the first fourteen (14) calendar days of the leave).

- (g) Public holidays occurring during periods when an employee is on long service leave shall not be counted as part of the long service leave
- (h) Where a five (5) day week is worked, no payment shall be made for holidays observed on a Saturday or Sunday.

26. Recreation Leave

26.1 Entitlement

- (a) Permanent full-time employees receive twenty (20) working days (four (4) weeks) recreation leave, for each year of service.
- (b) Part-time and temporary employees will be entitled to recreation leave on a pro-rata basis.
- (c) During the year, recreation leave accrues on a proportional basis.
- (d) For the purpose of calculating recreation leave, any period in excess of seven (7) working days during which an employee is on leave without pay will not be deemed to be included in any year of an employee's service, except for employees referred to in sub-clause (e) below.
- (e) Any employee who is:
 - (i) An accredited delegate of the union/association contained in the clause 3 - Definitions, of this Award;
 - (ii) Elected to a Committee of Management or Welfare and Emergency Fund Committee; or
 - (iii) A member of a consultative committee, and
 - (iv) Who takes leave without pay to attend Union business,will not lose any rights which accrue under this clause.

26.2 Taking of leave

- (a) Recreation leave shall be taken at a time convenient to the Employer.
- (b) All full time employees are required to take their twenty (20) day recreation leave within six (6) months of its accrual date, part-time employees on a pro-rata basis, unless they have the written permission of an authorised employee to defer their leave. Employees shall take leave to ensure that the maximum entitled annual leave balance shall be no more than 40 days (or pro rata equivalence for part time work) by the end of May and November each year which will be known as the six monthly balance review periods.
- (c) Unless it is not practical, or there are exceptional circumstances, employees should seek approval of their leave application at least one (1) month before the date from which the leave is to commence.
- (d) If no application for leave is received before the commencement of leave, leave will be taken as Leave without Pay unless the employee provides acceptable reasons to the Chief Executive.
- (e) The Employer may direct an employee, by the giving of four (4) weeks notice, to take the balance of their current year's entitlement.

26.3 Conserved leave

- (a) The Chief Executive may approve the taking of conserved leave on request from an employee where the employee demonstrates the need for leave in excess of the leave days otherwise available to the employee.
- (b) Recreation leave deemed to be conserved (less already taken) will be paid out on termination of service at the employee's pay point most paid during the twelve (12) months immediately prior to termination date, but in any case at a rate no less than the employee's substantive pay point.

26.4 Payment for leave

- (a) Recreation leave will represent time off work, and in no case shall an employee receive two (2) pays for the same day.
- (b) Employees are entitled to be paid in advance for their period of leave on request. Where an employee has given notice that they require their leave to be paid in advance, and through the fault of the Employer, this has not occurred, the employee will be entitled to:
 - (i) A maximum of two (2) hours ordinary pay; and
 - (ii) Reasonable fares for collecting their pay once leave has commenced.
- (c) Upon termination, employees will receive the monetary value of their untaken leave balance.
- (d) Recreation leave will be paid at the pay point most paid during the twelve (12) months immediately before the date of termination but in any case at a rate no less than the employee's substantive pay point

27. Recreation Leave Loading

27.1 Entitlement

- (a) For the purposes of calculation, a leave year is from 1 December one year to 30 November the next year, and the amount paid will be in respect of each calendar year completed.
- (b) The rate of leave loading is 17.5% of up to four (4) calendar week's recreation leave provided that the maximum monetary amount of leave loading will not exceed the value of the leave loading for pay point 2 of Grade 14.
- (c) Leave loading is paid only once for a leave year.
- (d) The monetary value of the leave loading will be paid in the first pay in December each year.
- (e) Loading is not paid: -
 - (i) On resignation,
 - (ii) Where the employee has been dismissed by the Employer for serious misconduct,
 - (iii) Upon the death of an employee,
 - (iv) In respect of broken periods of service, or
 - (v) To employees regarded as trainees on full time courses at Universities.

28. Long Service Leave

28.1 Definitions

- (a) The term "days" shall include all days, excluding Saturdays and Sundays the employee would have been normally scheduled to work. Public holidays that fall whilst an employee is on a period of long service leave will be paid and not debited from an employee's leave entitlement.
- (b) The term "service" for purposes of this clause means all periods of broken service of employment recognised under the Government Sector Employment Regulation 2014 employment with the Sydney Water Corporation including its predecessors and employment with the SCA.
- (c) "Net service" means recognised service less any period of unpaid leave in excess of 10 days, subject to sub-clause 29.14 - Sick Leave Without Pay.

28.2 Entitlement

28.2.1 Full-time employees

- (a) Full-time employees receive 44 days long service leave after ten (10) years of continuous net service.
- (b) After completion of the first ten (10) years of continuous service, long service leave will accrue, on a daily basis, at the rate of 10.9 days per year.
- (c) From the commencement date of this Award, employees with 7 years or more service will be entitled to take or be paid out on resignation long service leave in the usual manner.

28.2.2 Part-time employees

- (a) Part-time employees receive long service leave on a proportional basis based on the number of hours worked in relation to full-time hours. Part-time employees leave is calculated by the following formula:

$$\text{Full-time entitlement to LSL} \quad \times \quad \frac{\text{No of Part-time hours}}{\text{No of Full-time hours}} = \text{LSL entitlement}$$

28.2.3 Casual employees

- (a) Casual employees are entitled to long service leave on a proportional basis on the number of ordinary hours worked in relation to full time ordinary hours of the position. Casual employees leave is calculated by the following formula:

$$\frac{\text{Full-time employee entitlement to LSL}}{\text{No of ordinary full time hours of position}} \quad \times \quad \text{No of ordinary casual hours} = \text{LSL entitlement}$$

28.3 Taking of leave

- (a) Long service leave may only be taken at a time convenient to the Employer.
- (b) Accrued long service leave may be taken on full pay (i.e. one day's pay for one day's leave) or on half pay (i.e. half a day's pay for one day's leave).
- (c) Unless there are exceptional circumstances or where it is not practical, employees shall seek approval of their leave application at least one (1) month of the date from which the leave is to commence.

28.4 Accrual of leave

- (a) Long service leave is fully accumulative.
- (b) Long service leave accrues whilst employees are on any type of paid leave.

- (c) Any employee who is:-
- (i) An accredited delegate of the union/association contained in clause 3 - Definitions, of this Award; or
 - (ii) Elected to a Committee of Management or Welfare and Emergency Fund Committee,
 - (iii) Member of Consultative Committee, and
 - (iv) Who takes leave without pay to attend Union business
- will not lose any rights which accrue under this clause.

28.5 Pro-rata entitlement on termination

- (a) Employees who have completed between five (5) and less than seven (7) years continuous service and whose services are terminated in the circumstances set out in sub-clause (b) below, are entitled to payment of a proportional amount of long service leave on full pay calculated on the basis of three (3) months leave for fifteen (15) years of service. There is no requirement for an employee with seven (7) or more years of service to have been terminated or resign due to one of the requirements of sub clause (b) to claim an entitlement.
- (b) Employees are entitled to payment of a proportional amount of long service leave where their services are terminated:
- (i) By the Employer for any reason other than serious and wilful misconduct;
 - (ii) By the employee because of illness, incapacity, domestic or other pressing necessity;
 - (iii) Due to the death of the employee; or
 - (iv) Due to work not being available at the pay point to which the employee has been appointed and where the only alternative employment with the Employer is at a lower pay point.

28.6 Payment for leave

- (a) Long service leave will be paid at the rate prescribed for the pay point most paid during the twelve (12) months immediately prior to commencing such leave or ceasing duty in the Employer's service, but in any case at no less than the employee's substantive rate at time of taking leave.

29. Sick Leave

29.1 Purpose of sick leave

- (a) Sick leave is provided to employees who are unable to perform their duties because of genuine illness or incapacity. Sick leave should not be construed as a right to more leave.

29.2 Amount of leave

- (a) An employee may be granted up to twenty (20) days sick leave on full pay in a sick leave year.
- (b) A sick leave year is the twelve (12) months from 1 December to 30 November.
- (c) If an employee's services are terminated and they are subsequently re-employed in the same calendar year, the amount of sick leave credited to the employee on re-employment for that year will not exceed twenty (20) days or the amount they would have been entitled to had their employment been continuous, whichever is the lesser.

- (d) The unused amount of sick leave will be available in following sick leave years, i.e. sick leave is fully accumulative.

29.3 First year of service

- (a) During the first year of service, an employee shall be credited with a proportional amount of sick leave based on the date employment commenced. For the first year of service, sick leave will be credited on the following basis:
- (i) If service commences on or after 1 December and before 1st March, twenty (20) days sick leave;
 - (ii) If service commences on or after 1 March and before 1st June, fifteen (15) days sick leave;
 - (iii) If service commences on or after 1 June and before 1st September, ten (10) days sick leave;
 - (iv) If service commences on or after 1 September and before 1 December, five (5) days sick leave.

29.4 Part-time employees

- (a) The amount of sick leave available is at a proportional rate based on the number of hours worked in relation to full-time hours. The amount of sick leave for a part-time employee is calculated by the following formula:

$$\frac{\text{No of Part-time hours}}{\text{No of Full-time hours}} \times \text{full-time entitlement (in hours)} = \text{sick leave for part-time employee}$$

29.5 Temporary employees

- (a) Temporary employees are entitled to sick leave on a pro rata basis.

29.6 Taking of sick leave

- (a) Subject to the satisfaction of the Employer, an employee may be granted sick leave to cover an absence where the employee is unable to perform their duties because of illness or incapacity which has not been caused by their own misconduct.

29.7 Notice of illness

- a) . An employee shall notify their manager/supervisor on the day of the absence in a timely manner of their inability to attend work due to illness or incapacity and the estimated length of the absence.
- b) If the duration period is unclear at the time, the employee must notify their manager/supervisor again with a definitive period of absence.
- c) Every effort should be made to contact directly the manager/supervisor as close to starting time as possible by phone. In special circumstances it maybe necessary to make contact through email or SMS txt message if mobile details are known.
- d) If the employee fails to make contact with their manager/supervisor on the day of the absence, the manager/supervisor will make contact with the employee to enquire on their well-being.

29.8 Provision of medical certificate

- (a) A medical certificate must be supplied to the Employer for an absence of sick leave of four (4) or more consecutive days.
- (b) An employee with less than twelve (12) months' service who is absent on sick leave for any period, may be required by the Employer to submit a medical certificate showing the nature of the illness.
- (c) These provisions do not restrict the Employer from directing employees to provide medical certificates for any period of sick leave.
- (d) The term "medical certificate" includes the following:
 - (i) Where the absence is for a period of one week or less, a certificate issued by a dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo-facial surgeon or, at the discretion of the Chief Executive, another registered health service provider;
 - (ii) When the absence exceeds one week, and unless the registered health service provider is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

29.9 Supplement to workers compensation payments

- (a) An employee shall not be entitled to paid sick leave for any period where they are entitled to full workers' compensation payments.
- (b) Where an employee is not in receipt of full workers' compensation payments and they have sick leave entitlements, at the request of the employee, the Employer shall pay to that employee the difference between the workers' compensation payments and full pay. The employee's sick leave entitlements will be reduced by the appropriate amount. When sick leave entitlements have been exhausted, the workers' compensation payments only shall be payable.

29.10 Payment for sick leave

- (a) Sick leave shall be paid at the pay point most paid during the twelve (12) months immediately prior to commencing such leave or in any case not less than their substantive rate.
- (b) Part-time employees will only be paid sick leave for the absences that occur during the hours they were scheduled to work.

29.11 Illness whilst on recreation or long service leave

- (a) Where employees who are eligible for sick leave produce a valid medical certificate that is acceptable to the Employer, stating they were sick whilst on recreation or long service leave, they may be recredited with the recreation or long service leave for the period of illness.
- (b) Any period of illness whilst on recreation leave may be converted to sick leave and the equivalent amount of recreation leave recredited to the employee.
- (c) In the case of long service leave, the illness must be of at least five (5) consecutive working days before the long service leave may be converted to sick leave.
- (d) If an employee takes sick leave whilst on recreation or long service leave, the amount of sick leave taken will be deducted from the employee's sick leave entitlement.

29.12 Workers compensation

- (a) Workers compensation will be in accordance with the relevant workers compensation legislation.

29.13 Claims other than workers compensation

- (a) If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the Workplace Injury and Illness Management Act or Work Health and Safety Act, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-
 - (i) Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the SCA to the employee; and
 - (ii) In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the SCA the monetary value of any such period of sick leave.
- (b) Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Chief Executive is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to the SCA of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

29.14 Sick leave without pay

- (a) Sick leave without pay counts as service for the accrual of recreation leave and paid sick leave.
- (b) Sick leave without pay, which does not exceed six (6) months, counts as service for the accrual of long service leave for employees with ten (10) years or more of service.
- (c) When determining the amount of sick leave accrued, sick leave granted on less than full pay is converted to its full pay equivalent.

30. Carer's Leave

30.1 Use of sick leave

- (a) An employee with responsibilities in relation to a family member set out in sub-clause (d) below, who needs the employee's care and support, shall be entitled to use, in accordance with this provision, any current or accrued sick leave credits for absences to provide care and support for such persons when they are ill.
- (b) Such leave may be taken for part of a single day.
- (c) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (d) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (A) A spouse or former spouse of the employee;
 - (B) A de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee;

- (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 the de facto spouse of the employee;
 - (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 person related by blood, marriage, affinity or Aboriginal kinship structures and living in the same domestic dwelling. In this context, "affinity" means that one spouse or partner has to the relatives of the other.
- (e) An employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship with 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.

30.2 Leave without pay for carer's leave purposes

- (a) An employee may elect, with the consent of the Employer, to take leave without pay for the purpose of providing care and support to a member of a class of person set out in sub-clause 30.1(d)(ii) who is ill.

30.3 Annual leave taken for carer's leave purposes

- (a) An employee may elect with the consent of the Employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding ten (10) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Notwithstanding the provision of sub-clause 27.1(c) - Leave Loading, the employee and the Employer may agree to the payment of the full annual leave loading, if available, when the employee takes annual leave days for purposes of carer's leave.
- (c) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

30.4 Time off in lieu of overtime

- (a) An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with sub-clause (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

30.5 Make up time

- (a) Notwithstanding the provisions of clause 17 - Hours of Work, 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.

30.6 Flexidays off

- (a) Notwithstanding the provisions of clause 17 - Hours of Work, for the purposes of carer's leave, an employee may elect, with the consent of the Employer, to take -
 - (i) A flexiday off at any time; and
 - (ii) Flexidays off in part day amounts.
- (b) Notwithstanding the provisions of sub-clauses 17.7 and 17.8, an employee may elect, with the consent of the Employer, to accrue some or all Flexidays off for the purposes of creating a bank to be drawn upon for carer's leave purposes at a time mutually agreed between the Employer and employee, or at reasonable notice by the employee or the Employer.

31. Family and Community Service Leave

31.1 Purpose

- (a) The Chief Executive may grant to an employee some, or all of their accrued FACS leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- (b) Such cases may include but not be limited to the following:
 - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities or attending child's school for emergency reasons
 - (v) Attendance at court by an employee to answer a charge for a criminal offence, only if the Chief Executive considers the granting of FACS leave to be appropriate in a particular case;
 - (vi) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State; and
 - (vii) Absence during normal working hours
 - (A) To attend meetings, conferences; and
 - (B) To perform duties associated with holding office in Local Government, and which duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) "Family" or "relative" used here means:
 - (i) A spouse or a former spouse of the employee; or

- (ii) A defacto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (iii) A child or an adult son or daughter (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) A person related by blood, marriage, affinity or Aboriginal kinship structures and living in the same domestic arrangement. In this context, "affinity" means that one spouse or partner has to the relatives of the other.

31.2 Entitlement

- (a) The maximum amount of FACS leave on full pay which may be granted to an employee is as follows:
 - (i) New employees
 - (A) An employee will be credited with 2 ½ days of FACS leave at the commencement of service with the SCA, and
 - (B) On completion of the first year of service, the employee may be granted five (5) of the employee's working days as FACS leave in any period of two (2) years; or
 - (C) After the completion of two (2) year's continuous service, the available FACS leave is determined by allowing one (1) day's leave for each completed year of service less the total amount of short leave or FACS leave previously granted to the employee,

whichever is the greater of sub-clauses (B) and (C) above.
 - (ii) Employees employed in the SCA at the time this Award comes into operation:
 - (A) An employee may be granted five (5) of the employee's working days as FACS leave in any period of two (2) years; or
 - (B) The available FACS leave is determined by allowing one (1) day's leave for each completed year of service less the total amount of short leave or FACS leave previously granted to the employee;

whichever is the greater of sub-clauses (A) and (B) above.
- (b) Part-time employees - pro rata.
- (c) If the available FACS leave is exhausted as a result of natural disasters, the Chief Executive shall consider applications for additional FACS leave, if some other emergency arises. On the death of a person defined in clause 30- Carer's Leave, additional paid FACS leave of up to two (2) days may be granted on a discrete, per occasion basis to a employee.

31.3 Carer's Leave and Family & Community Service leave

- (a) In cases of illness of a family member as defined under sub-clause 30.1(d)(ii) - Carer's Leave, should be used.

31.4 Other leave

- (a) The Chief Executive may grant employees other forms of leave such as accrued recreation leave or time off in lieu and so on for FACS leave purposes.
- (b) Notwithstanding the provisions of sub-clauses 17.7 and 17.8, an employee may elect, with the consent of the Employer, to accrue some or all flexidays off for the purposes of creating a bank to be drawn upon for FACS leave purposes at a time mutually agreed between the Employer and employee, or at reasonable notice by the employee or the Employer.

32. Maternity Leave

32.1 Entitlements

32.1.1 Paid maternity leave

- (a) For the purposes of this clause "weeks" means calendar weeks.
- (b) A full 40-week continuous period of employment determines the employee's eligibility for purposes of maternity leave entitlements.
- (c) A female employee who has completed forty (40) weeks' continuous service (as recognised by the Employer) prior to the birth of her child is eligible for:
 - (i) Fourteen (14) weeks leave on full pay; or
 - (ii) Twenty eight (28) weeks leave on half pay.
- (d) Where there has been a break in service, i.e. the employee has left the organisation and later been re-employed another forty (40) weeks' continuous service must be completed in order to become eligible for paid maternity leave.
- (e) Unless there has been a break in service as described in (d) above, an employee who has met the conditions for paid maternity leave once, will not be required to again work the forty (40) weeks' continuous service in order to become eligible for another period of paid maternity leave.
- (f) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the initial forty (40) weeks.

32.1.2 Unpaid maternity leave

- (a) A female employee is entitled to unpaid maternity leave when a medical certificate verifying her pregnancy and expected date of birth accompanies her leave application.
- (b) Employees eligible for maternity leave will be entitled to the equivalent of twelve (12) months unpaid maternity leave after the actual date of birth of the child. The twelve (12) month maternity leave entitlement may be taken as follows:
 - (i) On a full-time basis, for up to a maximum of twelve (12) months, from the child's date of birth; or
 - (ii) On a part-time basis, up to a maximum of two (2) years, from the child's date of birth; or
 - (iii) Combinations of full-time and part-time leave, provided that no more than twelve months' (full-time equivalent unpaid) maternity leave on a full-time basis is taken

and that the balance taken part-time will conclude before the child's second birthday.

- (c) The total amount of maternity leave will conclude prior to the child's second birthday.
- (d) Sick leave is not available during the unpaid period of maternity leave after the birth.

32.1.3 Notice of expected date of birth, amount of leave and return to work

- (a) Employees must give the Employer at least ten (10) weeks written notice of the expected date of birth.
- (b) Employees must give four (4) weeks written notice of the commencement date and the amount of leave sought.
- (c) The amount of maternity leave may be varied, provided that the total period of maternity leave does not exceed the maximum leave available under sub-clause 32.1.2, as follows:
 - (i) The employee may apply in writing, giving fourteen (14) days notice, to extend the period of maternity leave. This can only be done once.
 - (ii) The period of maternity leave may, with the consent of the Manager, be shortened provided that the employee gives fourteen (14) days notice.
- (d) Employees must confirm, in writing, their intention to return to work at least four (4) weeks prior to the date of return.
- (e) An employee's paid recreation leave or long service leave entitlements may be taken instead of, or in addition to, unpaid maternity leave.

32.1.4 Taking paid maternity leave

- (a) Paid maternity leave can commence anytime from nine (9) weeks before the expected date of birth, up to the actual date of birth, or in the period following confinement.
- (b) Paid maternity leave is not available any earlier than nine (9) weeks before the expected date of birth, provided that if an employee gives birth prematurely and this occurs before she was to commence her maternity leave, she will be regarded as immediately on maternity leave from the date she takes leave to give birth.

32.1.5 Payment for maternity leave

- (a) Payment for maternity leave is at the rate applicable when maternity leave is taken.
 - (i) A full time employee will be paid at their normal rate of pay.
 - (ii) A part-time employee employed under sub-clause 5.1.4(a) will be paid at the employee's usual rate of pay.
 - (iii) A part-time employee who has completed forty (40) weeks continuous part-time service pursuant to sub-clause 5.1.4(b) immediately prior to taking maternity leave will be paid at the employee's usual rate of pay. For the purposes of this clause "usual rate of pay" will mean the amount paid for the hours specified in the approved part-time work arrangement immediately prior to taking paid maternity leave.
 - (iv) A part-time employee who has completed forty (40) weeks continuous part-time service pursuant to sub-clause 5.1.4(b) and reduces the part-time hours immediately before taking maternity leave for reasons relating to the pregnancy,

the employee will be paid at the usual rate of pay applicable under the approved part-time arrangement prior to the reduction in the hours.

- (v) Where a full-time employee who has completed forty (40) weeks continuous full-time service converts to part-time employment under sub-clause 5.1.4(b) immediately before taking maternity leave for reasons relating to the pregnancy, the employee will be paid at the full-time rate.
- (vi) Where a full-time employee takes part-time LWOP in accordance with clause 39, the employee will be paid as follows:
 - (A) If the period of part-time LWOP is at least forty (40) weeks immediately prior to taking maternity leave, the employee will be paid at the rate most paid during that period;
 - (B) If the period of part-time LWOP is for a period of less than 40 weeks immediately prior to taking maternity leave, the employee will be paid at the full-time rate.
- (b) A full-time employee who becomes pregnant and is eligible for further maternity leave during a period of part-time maternity leave, will be paid maternity leave at the full-time rate.
- (c) A staff member who commences a subsequent period of maternity leave for another child within 24 months of commencing an initial period of maternity leave will be paid:
 - (i) At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 months period; or
 - (iii) At a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (d) Leave can be paid as follows:
 - (i) As a lump sum in advance; or
 - (ii) On a normal pay basis at either fully pay or half pay; or
 - (iii) In a combination of full and half pay.

32.2 Other Conditions

32.2.1 Pregnancy related illness, miscarriage, still birth, or death of new born

- (a) The term "miscarriage" refers to the loss of an unborn child during the first twenty (20) weeks of the pregnancy.
- (b) The term "still birth" refers to a birth whereby the child is born dead and the death occurs after the first twenty (20) weeks of the pregnancy.
- (c) In the event of a still birth occurring within nine (9) weeks of the expected date of confinement, an employee who is eligible for fourteen (14) weeks paid maternity leave will still be entitled to this leave. A medical certificate must be presented.

- (d) If the miscarriage or still birth occurs before this time, the employee will be entitled to take sick leave for the period a doctor recommends as necessary.
- (e) Where an employee chooses not to take paid sick leave, she will be entitled to unpaid "special maternity leave" for the period a doctor deems necessary. This leave will be treated as maternity leave.
- (f) If the newborn child dies while the employee is on paid maternity leave, the entitlement remains.
- (g) If because of an illness or risk associated with pregnancy, an employee is unable to continue to work, then she may elect to take any available paid leave (sick, recreation or long service leave) or to take sick leave without pay provided
 - (i) Where an employee not yet on maternity leave suffers illness related to pregnancy, and she has already exhausted her paid sick leave credits, she may take further unpaid leave for the duration her doctor certifies necessary. This leave will be known as special maternity leave.
- (h) Subject to the consent of their Manager and based on the demands of the business, notwithstanding the provisions of clause 17 - Hours of Work, pregnant employees will be allowed to vary starting and finishing times provided they work the normal weekly hours for which they are employed.

32.2.2 Right of return to former position

- (a) An employee returning from maternity leave, whether maternity leave had been taken full-time or part-time or a combination of thereof, will be entitled to return to her former position, including one which is redesigned during the maternity leave period.
- (b) The employee has a right to return part-time or full-time, provided that if the employee returns part-time, the provisions contained in sub-clauses 5.1.4(b)(iii) and 5.1.4(c) will apply.
- (c) If the former position has been abolished, the employee shall be transferred to a position at the same level of responsibility and pay and where practicable, at the former location. Transfer to that position does not diminish the employee's right to return part-time.
- (d) If the former position has been relocated, an employee has a right to return to her former position at the new location. Transfer to that location does not diminish the employee's right to return part-time.
- (e) In cases where an employee had been temporarily transferred to a "safe" job during her pregnancy, "former position" will mean the position occupied by the employee before the transfer.

32.2.3 Temporary transfer to a "safe" job

- (a) If, because of an illness or risk associated with the pregnancy, an employee cannot carry out the essential duties of their position, the employee will be temporarily transferred to a more suitable position.
- (b) The position will be as close as possible in status and pay to the substantive position.
- (c) If there is no "safe" job available, the employee may, or the Employer may require the employee to, take leave for the period certified as necessary by a doctor. Such leave is to be treated as maternity leave for these purposes.

32.3 Effect of maternity leave on all types of leave

- (a) Paid maternity leave will count as service for the purposes of calculating all types of leave entitlements provided that part-time maternity leave will count as service on a pro-rata basis for the purposes of calculating recreation leave.
- (b) Although unpaid maternity leave does not count as service for the purposes of calculating leave entitlements, it will not mean a break in the continuity of an employee's service.

32.4 Employees entitled to maternity leave shall also have an additional entitlement as set out in Schedule 5

33. Adoption Leave

33.1 Definitions

- (a) "Adoption leave" means leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of eighteen (18) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).
- (b) "Spouse" includes a de facto spouse and same sex partner.

33.2 Entitlements - paid adoption leave

33.2.1 Paid short adoption leave

- (a) Paid adoption leave available to eligible employees, commencing from the date of placement of the child is either:
 - (i) Where the employee is the primary care giver, the maximum entitlements available are either:
 - (A) Unbroken period of fourteen (14) weeks at full pay; or
 - (B) Unbroken period of twenty eight (28) weeks at half pay.
 - (ii) If the child is aged 1-18 years old, the maximum entitlements available are either:
 - (A) Unbroken period of three (3) weeks at full pay; or
 - (B) Unbroken period of six (6) weeks at half pay
- (b) Other forms of paid leave may be taken as special adoption leave for the purposes of attending any compulsory interviews necessary during the adoption process. Appropriate documentation will need to be provided to certify that the absence is for this purpose.
- (c) Only one person in a family can be nominated as primary care giver at any one time.

33.2.2 Eligibility

- (a) Paid adoption leave is available to employees who have completed twelve (12) months continuous service as recognised by the Employer, prior to the child being placed in their care. For the purposes of this clause "week" shall mean calendar week.
- (b) Paid adoption leave can commence from the date the child is placed in the employee's care.
- (c) When there has been a break in service whereby the employee has left the organisation and later been re-employed, another twelve (12) months continuous service must be completed in order to qualify for paid adoption leave.

- (d) Unless there has been a break in service as described above, an employee who has met the conditions for paid adoption leave once, will not be required to again work the twelve (12) months continuous service in order to qualify for further periods of paid adoption leave.
- (e) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the twelve (12) months.

33.2.3 Notices and documents required to be given to Employer

- (a) Employees must notify in writing, within fourteen (14) days of the expected date of placement, or where not practicable, as soon as they are aware of the date, their intention to take short adoption leave and the expected date of commencement of such leave.
- (b) Notification and application for adoption leave must be supported by documentary evidence from either the adoption agency or government authority certifying the intended adoption.

33.2.4 Payments for leave

- (a) Full time employees will be paid at their normal rate of pay.
- (b) Part-time employees will be paid at their usual rate of pay. For the purposes of this clause "usual rate of pay" will mean the amount paid for the contracted hours immediately prior to taking adoption leave.
- (c) Leave can be paid as follows:
 - (i) As a lump sum in advance
 - (ii) At their normal pay point at either full pay or half pay; or
 - (iii) In a combination of full and half pay.
- (d) Full-time employees who complete at least forty (40) weeks' continuous service and then transfer to part-time employment immediately before taking adoption leave, will be paid at their equivalent full-time rate.
- (e) If the period of part-time employment immediately before adoption leave is 40 weeks or more, the employee will be paid as a part-time employee.
- (f) A staff member who commences a subsequent period of adoption leave for another child within 24 months of commencing an initial period of adoption leave will be paid:
 - (i) At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 months period; or
 - (iii) At a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

33.3 Entitlements - unpaid adoption leave

33.3.1 Unpaid extended adoption leave

- (a) Employees will be entitled to unpaid adoption leave from the date of placement of their child.
- (b) Employees who seek leave for an extended period when adopting a child may be granted unpaid leave of absence for up to twelve (12) months from the date of placement of the child. Leave may be taken as follows:
 - (i) On a full-time basis, up to twelve (12) months from the date of placement of the child; or
 - (ii) On a part-time basis, up to a maximum of two (2) years from the date of placement of the child; or
 - (iii) A combination of full-time and part-time leave, whereby, no more than twelve (12) months' adoption leave on a full-time basis is taken and the balance taken part-time will conclude before the second anniversary of the child being placed.
- (c) Other forms of paid leave may be taken as special adoption leave for the purposes of attending any compulsory interviews necessary during the adoption process. Appropriate documentation will need to be provided to certify that the absence is for this purpose.

33.3.2 Conditions

- (a) During an employee's absence on unpaid adoption leave, paid sick leave will not be available.
- (b) Recreation leave or long service leave may be taken in conjunction with, or in lieu of, unpaid adoption leave. In these circumstances, if the employee's return to work is more than twelve (12) months after the adoption of the child, the right to return to their former position is no longer guaranteed.

33.3.3 Notices and documents required to be given to Employer

- (a) Employees must give at least ten (10) weeks' notice, or where not practicable, as practicable after the employee is notified of the expected date of placement of the child in writing:
 - (i) Of the dates on which the employee proposes to start and end the period of leave;
 - (ii) If applicable, the period of any adoption leave sought or taken by his or her spouse; and
 - (iii) That the employee is seeking that period of adoption leave to become the primary caregiver of a child.
- (b) An employee must notify the Employer of any change in the information provided under this section within two (2) weeks after the change.

33.3.4 Right of return to former position

- (a) Provided an employee returns to work within twelve calendar (12) months of placement of their child, they will be entitled to return to their former position, including one which is redesigned during the adoption leave period.
- (b) If the employee's former position has been abolished they will be transferred to a position of the same level of responsibility and pay, and where possible, in the former location.
- (c) If the former position has been relocated, the employee has the right to their former position in the new location.

33.3.5 Variation of adoption leave

- (a) Provided that the total period of adoption leave does not exceed the maximum leave available under sub-clauses 33.2.1 and 33.2.2, the employee may apply in writing, giving fourteen (14) days notice, to extend the period of adoption leave. This can only be done once.
- (b) The period may only be further lengthened by agreement between the employee and the Employer.
- (c) The period of adoption leave may be shortened with the consent of the Employer provided the employee seeks approval fourteen (14) days in advance.

33.4 Effect of adoption leave on other leave entitlements

- (a) Paid adoption leave will count as service for the purposes of calculating all leave entitlements.
- (b) Adoption leave at half pay will count as service on a pro-rata basis for the purposes of calculating all leave entitlements.
- (c) Although unpaid adoption leave will not count as service for the purposes of calculating any leave entitlements, it will not mean a break in the continuity of an employee's service.

33.5 Employees entitled to adoption leave shall also have an additional entitlement as set out in Schedule 5

34. Parental Leave

34.1 Entitlements

- (a) Employees will be eligible for parental leave when a medical certificate verifying their partner's pregnancy and expected date of birth accompanies their leave application.
- (b) Employees eligible for parental leave will be entitled to a maximum of twelve (12) months' unpaid parental leave, following the birth of their child.
- (c) Employees will be granted one (1) weeks paid leave following the birth of their child.
- (d) Employees must give the Employer at least ten (10) weeks written notice of the expected date of birth of their child.
- (e) Employees must give four (4) weeks written notice of the commencement date and the amount of leave sought.
- (f) Employees must confirm in writing their intention to return to work at least four (4) weeks prior to the date of return.
- (g) The leave can be taken as follows:
 - (i) An unbroken period of up to one week at the time of the child's birth, and
 - (ii) A further unbroken period of up to 51 weeks, or on a part-time basis up to the child's second birthday.
- (h) The maximum entitlements available under this provision are as follows
 - (i) On a full-time basis up to twelve (12) months, from the child's date of birth; or
 - (ii) On a part-time basis up to a maximum of two (2) years from the child's date of birth; or

- (iii) A combination of full-time and part-time leave, provided that no more than twelve (12) months' parental leave on a full-time basis is taken, and that the balance taken part-time will conclude before the child's second birthday.
 - (i) Recreation leave or long service leave may be taken instead of, or in addition to, parental leave.
 - (j) During an employee's absence on parental leave, paid sick leave will not be available.
- 34.2 Premature birth
- (a) In the event that an employee's partner gives birth prematurely, the employee will be able to commence his paternity leave from an earlier date.
- 34.3 Still birth
- (a) An employee is entitled to up to one (1) week's unpaid parental leave in the event of a still birth occurring during the period nine (9) weeks before the partner's expected date of birth.
- 34.4 Right of return to former Position
- (a) Provided an employee returns to work within twelve (12) calendar months of their partner giving birth, they will be entitled to return to their former position, including one which is redesigned during the parental leave period.
 - (b) If the employee's former position has been abolished, they will be transferred to a position of the same level of responsibility and pay, and where possible, in the former location.
 - (c) If the former position has been relocated, the employee has the right to their former position in the new location.
- 34.5 Effect of parental leave on other leave entitlements
- (a) Although unpaid parental leave does not count as service for the purposes of calculating leave entitlement, it will not constitute a break in the continuity of an employee's service.
 - (b) Part-time parental leave will count as service on a pro rata basis for the purposes of calculating all types of leave entitlements.
- 34.6 Employees entitled to parental leave shall also have an additional entitlement as set out in Schedule 5.

35. Union Training Leave

35.1 Purpose

- (a) Employees may be granted leave to attend training courses or seminars conducted or supported by the Union.

35.2 Entitlements

35.2.1 Full-time employees

- (a) Full-time employees may be granted up to twelve (12) days leave on full pay in a two (2) year period to attend training courses or seminars conducted or supported by the Union.
- (b) Further leave, on a without pay basis, of 15 days in any one (1) year period, may be granted where the trade union course is acceptable to both the Employer and the Union.

35.2.2 Part-time employees

- (a) Part-time employees may be granted a proportional amount of Union training leave to attend training courses and seminars conducted or supported by the Union.
- (b) The maximum amount of leave on full pay available in a two (2) year period is based on the number of part-time hours in relation to the number of full-time hours and calculated by the following formula:

$$\frac{\text{No of part-time hours}}{\text{No of full-time hours}} \times 12 = \text{maximum amount of Union training leave in a two (2) year period}$$

- (c) Further leave, on a without pay basis, may be granted on a proportional basis, where the trade union course is acceptable to both the Employer and the Union. The amount of extra leave available will be calculated by the following formula:

$$\frac{\text{No of part-time hours}}{\text{No of full-time hours}} \times 15 = \text{amount of leave without pay}$$

35.2.3 Temporary employees

- (a) Temporary employees receive Union training leave on a pro rata basis.

35.2.4 Conditions

- (a) Employees must be nominated by the recognised union of which they are a member to attend a training course or seminar conducted or supported by the Union to apply for Union training leave.
- (b) The two (2) year and one (1) year periods will be the time immediately preceding the commencement date of the Union training leave requested.
- (c) Union training leave (including LWOP) will count as service for all purposes.
- (d) The amount of leave requested can include reasonable travelling time required during working hours to attend the course or seminar.

35.2.5 Taking of leave

- (a) Union training leave will be granted providing that the Employer's operating requirements permit the taking of the leave and that the absence does not require the employment of relief employee.
- (b) A statement from the relevant Union must support an application that it has nominated the employee concerned for the course or seminar, or supports their application to attend the course/seminar.

35.2.6 Payment for leave

- (a) Employees will be paid for their leave at their pay point most paid during the twelve (12) months immediately prior to taking the leave but in any case a rate no less than the employee's substantive rate at the time of taking leave. Payment will not include shift allowance, penalty rates or overtime.
- (b) Expenses associated with attending a course or seminar will be met by the employee (e.g. fares, accommodation, meals, etc.).

36. Emergency Services Leave

36.1 Fire fighting

- (a) An employee who undertakes fire-fighting duties during an emergency in terms of section 44 of the Rural Fires Act 1997 may be granted leave on full pay for the time they are absent for work on emergency fire fighting duties.
- (b) An employee who is a unpaid volunteer member of a local Fire Brigade or Rural Fire Brigade, may be granted leave on full pay up to a maximum of five (5) days per annum. This leave is to cover necessary absences from duty when the employee is called upon to fight fires during their normal working hours.

36.2 Emergency operations

- (a) An employee who volunteers to assist the State Emergency Services, NSW Police or Rural Fire Service brigades during emergency operations, is to be granted leave on full pay whilst engaged in these activities during normal working hours.
- (b) An authorised employee must release the employee from duty for this purpose.
- (c) Where an employee remains on emergency duty for several days, and the headquarters to which they are attached operates on a 24 hour a day basis, the employee may be allowed reasonable time for rest in cases where physical distress was experienced, before returning to work.

36.3 Certificates of attendance

- (a) Applications for leave for fire fighting and emergency operations must be supported by evidence of participation with the relevant emergency service authority. Applications for rest periods must also be supported.

36.4 Emergency services courses

- (a) Employees selected to attend courses, training or lectures nominated by the Director State Emergency Services Controllers are to be granted special leave on full pay for the time they are necessarily absent from duty.

37. Military Leave

37.1 Entitlement

- (a) Employees with a minimum of six (6) months' continuous service who are members of the Naval, Military or Air Force Reserves and whose military service is part-time will be entitled to Military Leave on the following basis:
 - (i) In respect of annual training where the employee is a member of the:
 - Naval Forces - 13 Calendar days on full pay per year
 - Military Forces - 14 Calendar days on full pay per year
 - Air Forces - 16 Calendar days on full pay per year
 - PLUS IF REQUIRED
 - (ii) In respect of attendance at a school, class or course of instruction where the employee is a member of the:
 - Naval Forces - another 13 Calendar days on full pay per year

Military Forces - another 14 Calendar days on full pay per year

Air Forces - another 16 Calendar days on full pay per year

PLUS

- (iii) In cases where the employee's Commanding Officer certifies in writing that it is necessary for that employee to attend for purposes of obligatory training on days additional to those specified in sub-clauses (i) and (ii) of this sub-clause, the employee shall be granted a further period of Military Leave on full pay not exceeding four calendar days in any one year.
- (b) The terms "Annual Training", "School, Class or Course of Instruction" and "Obligatory Training" shall be regarded as synonymous for the purpose of determining an employee's entitlement to paid leave.

37.2 Medical examinations

- (a) Employees required to attend medical examinations and tests for acceptance as part-time members of the Defence Force Reserves during working hours, may be granted up to one day's FACS Leave for the time necessary, subject to production of evidence.

37.3 Conditions

- (a) If an employee is required to be absent for military purposes for periods in excess of those provided for above, the employee will need to cover the absence with another type of leave (e.g. recreation leave or LWOP).
- (b) Public Holidays occurring during periods of Military Leave will form part of such leave and will not extend the period of paid Military Leave.
- (c) For the purpose of this clause, the year shall be from 1 December in one year to 30 November of the following year.

37.4 Former Armed services personnel - War Caused Disabilities Leave

- (a) Employees who were former armed services personnel may be granted up to ten (10) days war caused disabilities leave in a leave year to cover absences for the following purposes:
 - (i) Attending a hospital or medical officer for review;
 - (ii) Attending a hospital to report for periodical examination or attention in connection with a war caused disability;
 - (iii) Obtaining, replacing or repairing an artificial limb or member, prosthesis or surgical appliance; or
 - (iv) Attending the Department of Veterans' Affairs in connection with claims for military pensions.
- (b) If an employee has used their maximum entitlement of war caused disabilities leave, any further absences will be taken as sick leave.
- (c) War caused disabilities leave is not cumulative.
- (d) Applications for war caused disabilities leave must be supported by relevant documentation, including medical certificates, Department of Veterans' Affairs letters or appointment confirmations.

38. Jury Service Leave

38.1 Entitlement

- (a) Employees shall be granted leave on full pay to attend court for jury service upon notification to an authorised employee. Full-time employees and part-time employees will be granted leave for jury service if they are required on a day(s) they are scheduled to work.
- (b) The amount of leave is dependent upon the length of the case.
- (c) To be granted leave on full pay, an employee must fulfil the following requirements:-
 - (i) The jury service must fall at a time when the employee would otherwise be on duty;
 - (ii) The employee must accept jury fees and travelling and out-of-pocket allowances for the period of jury service leave; and
 - (iii) The employee must provide a certificate from the Sheriff or Registrar of the Court certifying the amount of jury fees the employee received.
- (d) An amount equivalent to the jury fees received by the employee will be deducted from the employee's pay.
- (e) Leave for jury service is not available if: -
 - (i) An application for jury service leave is lodged without the Sheriff's or Registrar's certificate as to payment of fees.

38.2 Payment for leave

- (a) Employees will be paid at their pay point most paid for the twelve (12) months immediately prior to taking the leave, but in any case at a rate no less than the employee's substantive rate at the time of taking leave.

39. Leave Without Pay

- (a) The Chief Executive may grant LWOP to an employee on application showing reasons.
- (b) LWOP may be granted on a full-time or a part-time basis.
- (c) Where an employee is granted LWOP for a period not exceeding ten (10) consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where an employee is granted LWOP, which when aggregated, does not exceed five (5) working days in a period of twelve (12) months, such leave shall count as service for accrual of recreation leave.
- (e) An employee, who has been granted LWOP, shall not engage in private employment of any kind during the period of LWOP, unless prior approval has been obtained from the Chief Executive.
- (f) An employee shall not be required to exhaust accrued paid leave before proceeding on LWOP but, if the employee elects to combine all or part of accrued paid leave with LWOP, the paid leave shall be taken before LWOP.
- (g) No paid leave shall be granted during a period of LWOP.

PART VI - ALLOWANCES AND REIMBURSEMENTS

40. Travel Allowances

40.1 Conditions

- (a) The provisions of this clause apply to an employee who is required to sleep away from home when travelling on work approved by the Employer.
- (b) The amount payable under this clause is calculated as follows:
 - (i) If travel is by the use of private vehicle, from the time the employee leaves their home or usual place of work, whichever is the later, to the time they return to either their recognised home or place of work, whichever is the earlier;
 - (ii) If travel is by air, on the day of departure from the time of the scheduled flight less one hour, on the day of return the time of actual flight arrival plus one hour.

40.2 Entitlements

40.2.1 Accommodation and meals not provided

- (a) Employees required, in the course of their duties, to depart from their homes or place of work, and unable to return on the same day shall be paid the "reasonable allowance amounts" for overnight travel as determined by the Australian Taxation Office from time to time.
- (b) This allowance covers the cost of accommodation and relevant meals (breakfast, lunch and/or evening meals) and incidentals for each full day the employee is away on travel.
- (c) Where the cost of accommodation and meals unavoidably exceeds the above allowances, the employee may seek reimbursement of the actual excess cost, but such a reimbursement will be subject to tax at the employee's marginal rate and the whole amount of the allowance will be shown on the employee's Payment Summary.

40.2.2 Accommodation and meals provided by Employer

- (a) Where the Employer provides an employee with accommodation and meals, the allowance in sub-clause 40.2.1 above other than incidentals shall not apply.
- (b) The employee shall be paid Incidental allowance at a rate established by the Australian Taxation Office from time to time for each full day the employee is away on travel.

40.2.3 Accommodation but no meals provided by Employer

- (a) Where the Employer provides the employee with accommodation but not meals, the employee shall be paid the relevant reasonable amount determined by the Australian Taxation Office for the relevant breakfast, lunch and/or dinner and incidentals for each full day the employee is away on travel.

40.2.4 Transport

- (a) The Employer shall pay the cost of transport or provide transport.
- (b) Mode of travel will need to be approved in advance; transport will be paid as follows:
 - (i) Economy fare air fare;

- (ii) Motor vehicle cost - mileage at Australian Taxation Office rates or cost of economy air fare, whichever is the lesser; or
- (iii) Reimbursement of actual cost of public transport.

41. Overtime Meal Allowances

- (a) Subject to sub-clause (c) below, an employee required to perform duty after and in excess of their usual hours, shall be paid meal allowances on the following basis:
- (i) Monday to Friday
 - (A) If work overtime continuing with normal work
 - (1) Commences before 6.00 am - Meal 1.
 - (2) Finishes after 6.00 pm - Meal 3.
 - (3) Finishes after midnight - Meals 3 and 4.
 - (4) Finishes after 6.00 am next day - Meals 3 plus 4 plus 1.
 - (B) If recalled to work after their normal ceasing time,
 - (1) Upon the completion of the first four (4) hours overtime worked - Meal 3.
 - (2) Upon the completion of further four (4) hours overtime worked - Meal 4.
 - (ii) Saturday, Sunday or Public Holiday
 - (A) If overtime commences before 6.00 am - Meal 1.
 - (B) If overtime goes beyond noon - Meal 2.
 - (C) If overtime goes beyond 6.00 pm - Meal 3.
 - (D) If overtime goes beyond midnight - Meal 4.
 - (E) If work overtime finishes after 6.00 am next day - Meal 1.
- (b) The amount of meal allowance will be adjusted in line with adjustments made to the reasonable amounts for the overtime meal allowance determined by the Australian Taxation Office from time to time, rounded to the nearest five (5) cents. The amounts of meal allowance at the time the Award is varied are as follows:

Sub Clause	Meal No	Meal Type	Variation Date	Variation Date
			1 July 2012	1 July 2013
41(b)(i)	1	Breakfast	\$14.35	\$14.65
41(b)(ii)	2	Lunch	\$18.80	\$19.20
41(b)(iii)	3	Dinner	\$27.10	\$27.70
41(b)(iv)	4	Supper	\$13.25	\$13.55

- (c) Overtime meal allowance will not be paid where the employee is in receipt of payments under clause 40 - Travel Allowances.

42. Fire Fighting Allowance

- (a) An employee engaged in on-ground fire fighting, including on-ground hazard reduction burning, will be paid an allowance per hour, as outlined in Schedule 2 Summary- Allowances for the hours they are so engaged in fighting fires, as follows:

	From 1 July 2012	From 1 July 2013	From July 2014
Allowance	\$1.72	\$1.80	\$1.84

43. Camping Allowance

- (a) Where an employee is required to temporarily live at or near the work site the following shall apply:
- (i) Where the Employer provides quarters and/or established camping facilities (including cooking and eating facilities) employees will receive:
- (A) An allowance for each day the employee is required to camp or live in quarters to cover food, Incidentals and general disability of:

	From 1 July 2012	From 1 July 2013	From 1 July 2014
Allowance	\$44.75	\$46.00	\$47.30

- (B) An allowance each day a cook is not provided of:

	From 1 July 2012	From 1 July 2013	From 1 July 2014
Allowance	\$3.05	\$3.15	\$3.25

- (b) The Employer shall pay the cost of transport to and from the campsite, including weekend trips home.
- (c) A meal allowance will not be paid during periods of overtime if the employee is in receipt of camping allowance.
- (d) The allowance payable under this provision will be adjusted on 1 July in line with the CPI Index for Sydney in the previous year, rounded to the nearest five (5) cents.
- (e) The allowance payable under this provision may be subject to tax at the employee's marginal rate and the whole amount of the allowance will be shown on the employee's Payment Summary.

44. First Aid Allowance

- (a) An employee who possesses a current recognised first aid certificate and a continuing ability to undertake first aid responsibilities and who has been appointed as a First Aid Employee will be paid a flat rate allowance per fortnight for the duration of the appointment, as outlined in Schedule 2 Summary- Allowances, as follows:

	From 1 July 2012	From 1 July 2013	From 1 July 2014
Allowance	\$26.92	\$28.22	\$28.86

- (b) A current recognised first aid certificate means one issued by St John Ambulance Australia or the Australian Red Cross, or an equivalent qualification recognised by those organisations, and which has been obtained within the previous three (3) years.
- (c) The First Aid Allowance shall not be paid during leave or any other continuous period of leave that exceeds four weeks.
- (d) When the First Aid Employee is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Employee's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Employee.
- (e) The amount of allowance payable under this clause is treated as salary for all purposes and adjusted in accordance with general increases to pay, rounded to the nearest five (5) cents.

45. Community Language Allowance

- (a) Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:
 - (i) Employed as interpreters and translators; and
 - (ii) Employed in those positions where particular language skills are an integral part of essential requirements of the position;
 - (iii) Shall be paid an allowance as follows:
 - (A) Base Level Rate \$ as outlined in Schedule 2 Summary - Allowances
 - (B) Higher level rate \$ as outlined in Schedule 2 Summary - Allowances
- (b) Allowance is treated as salary for all purposes and adjusted in accordance with general increases to pay, rounded to the nearest five (5) cents.

46. Reimbursement of Out of Pocket Expenses

- (a) Where an employee is required by the Employer to spend their own money they will be entitled to reimbursement. The Employer must approve the expense as a necessary work related expense.
- (b) Employees will be reimbursed where possible within 24 hours of lodgement of their claim.
- (c) The reimbursement is subject to the provision, amendments, and rulings of the Income Tax Assessment Act.

47. Tools and Equipment to be Supplied By the Employer

- (a) All tools and equipment deemed necessary by the Employer will be made available to employees.

48. Protective Clothing and Uniforms

- (a) The Employer shall continue to provide such items of protective clothing and uniforms as was customarily provided at the time of making this Award and as agreed between the parties.
- (b) The Employer will be responsible for the supply and replacement of protective clothing and uniform, as agreed between the parties from time to time.
- (c) Employees must use and wear the protective clothing and/or uniforms that are issued to them by the Employer.

- (d) Where the Employer requires an employee to wear spectacles with toughened lens, the Employer will pay for the cost of the process.

49. Use of Private Motor Vehicle

- (a) The Employer may authorise an employee to use a private motor vehicle for work where:
- (i) Such use will result in greater efficiency or involve the Employer in less expense than if travel were undertaken by other means; or
 - (ii) Where the employee is unable to use other means of transport due to a disability.
- (b) If use of private vehicle is approved, the appropriate rate of mileage allowance as set by the Australian Taxation Office from time to time shall be paid.
- (c) The employee must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive.
- (d) Expenses such as tolls etc. shall be refunded to an employee where the charge was incurred during approved work related travel.
- (e) Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and recognised office.
- (f) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Employer, provided:
- (i) The damage is not due to gross negligence by the employee; and
 - (ii) The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- (g) Provided the damage is not the fault of the employee, the Employer shall reimburse to a employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- (i) The damage was sustained on approved work activities; and
 - (ii) The costs cannot be met under the insurance policy due to excess clauses.

50. Damage to Private Property

- (a) For the purposes of this clause, the term "personal property" means a employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- (b) Where damage to or loss of the employee's private property occurs in the course of employment, a claim may be lodged under the Workplace Injury and Illness Management Act and/or under any insurance policy of the Employer covering the damage to or loss of the personal property of the employee.
- (c) If a claim under sub-clause (b) of this clause is rejected by the insurer, the Chief Executive may compensate a employee for the damage to or loss of private property, if such damage or loss:
- (i) Is due to the negligence of the Employer, another employee, or both, in the performance of their duties; or
 - (ii) Is caused by a defect in a employee's material or equipment; or

- (iii) Results from a employee's protection of or attempt to protect SCA property from loss or damage.
- (d) Compensation in terms of sub-clause (c) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (e) Compensation for the damage sustained shall be made by the SCA where, in the course of work, personal property is damaged or destroyed by natural disasters or by theft or vandalism.

51. Renewal of Licences

- (a) The following licences will be renewed at the Employer's expense as follows:
 - (i) A Drivers' licence issued by the Roads and Traffic Authority for motor cars, motor lorries and/or plant where their operation require the possession of such a licence, provided that the employee's Position Description specifies that the employee is required by the Employer to possess such licence;
 - (ii) A boat licence where operating a boat requires the possession of such a licence, provided that the employee's Position Description specifies that the employee is required by the Employer to possess such licence; and
 - (iii) A Licence issued by the NSW Police for the possession and use of firearms on the Employer's lands in accordance with the conditions attached to the possession and the use of the firearms provided that
 - (A) The employee's Position Description specifies that the employee is required by the Employer to possess such licence; and
 - (B) Notwithstanding the requirement for the possession of the licence being in the Position Description of an employee, the employee is specifically authorised by the Employer to use the firearm.

52. Health and Safety of Employees

- (a) All parties to this Award are strongly committed to ensuring safety in the workplace and that safety systems of work are implemented and adhered to by individual employees and contractors. We are also committed to timely and effective rehabilitation of injured employees.
- (b) Employees will ensure to the best of their ability that workplace hazards are identified and controlled and that safe work practices are followed by themselves and to the best of their ability fellow workers.
- (c) Employees and their unions will support and implement all systems designed to achieve a "no injuries" for example, signing work permits, hazard identification, and risk assessment processes.
- (d) The Employer will
 - (i) Provide and maintain an appropriate first aid kit at all places of work;
 - (ii) Display a notice in every recognised office where the first aid kit is normally kept listing the name(s) of persons qualified to provide first aid; and
 - (iii) Provide safety instructions in respect of any work employees are required to perform and will pay employees as if at work.
- (e) The Employer will comply with the Work Health and Safety Act 2011 and Regulations and Employer's Standards of Practice as amended from time to time.

53. Delegates' Rights

- (a) Employees elected as a union delegate or employee representative will, upon provision of written proof of the election to the Employer, be recognised as an accredited representative of the Union or the consultative committee to which they belong and in the defined area they are elected to represent.
- (b) They will be allowed all reasonable time during working hours to submit to the Employer matters affecting the employees they represent. Such representations should be arranged for times that are convenient to both parties.
- (c) Before delegates/consultative committee members move away from their immediate work location to commence work on Union or consultative committee business, they must first obtain the permission of their Manager.
- (d) Where they wish to meet with Employer's representatives and this will take them away from their immediate work location they should first seek their Manager's approval before making such an arrangement.
- (e) Delegates/consultative committee members will not enter any other work location for which they are not elected on union or consultative committee business unless the delegate first receives the permission of the relevant Manager for that area.
- (f) Prior to leaving the immediate work location, delegates/consultative committee members must provide to their Manager information regarding the purpose for their departure, the estimated time of absence and telephone contact if practicable. Immediately upon their return from union or consultative committee business they will inform their Manager their time of arrival and departure from the location where they were required.
- (g) Failure of a delegate/consultative committee member to meet the above provisions will result in the employee concerned forfeiting the right to pay for the period of such absence.
- (h) Managers will not unreasonably withhold permission for delegates/consultative committee members to attend to bona fide matters or issues affecting the legitimate industrial interests of the members they are elected to represent. In the same spirit, accredited delegates/consultative committee members should observe the above procedures and recognise the need to balance their absence from the job on Union business/consultative committee business with the requirement for acceptable work performance.
- (i) Subject to the provisions of the Industrial Relations Act 1996 (NSW), the opportunity is open for Union officials, delegates or employee representatives (in the defined area so elected) to approach employees at work in respect to enrolment of Union membership.
- (j) For the purpose of this clause, "delegate/consultative committee member" will not include Committee of Management or Executive member or Regional Committee members of the Union or Consultative Committee equivalents.
- (k) Whilst it is recognised that Committee of Management, Executive members or their Consultative Committee member equivalents are not confined to the specific provisions contained herein it is understood that these provisions will have general application excluding the requirement of sub-clause (a) concerning the area of operation.
- (l) The application of the provisions contained herein will apply to members of Regional Committees of the union within their respective regions.
- (m) In exercising these rights delegates, Committee of Management, Executive members, Regional Committee members of the Union and consultative committee members and their equivalents will not harass or hinder Employer's employees or employees in the performance of their work.

54. Employees on Union and/or Consultative Committee Business

- (a) Any:
- (i) Accredited delegate of a Union respondent to this Award; or
 - (ii) Employee representative elected to a consultative committee; or
 - (iii) Employee elected to a union committee of management; or
 - (iv) Employee acting in any of the above capacities

who takes LWOP to attend to business for which they have been elected, will not lose any rights which would have otherwise accrued under clause 26 - Recreation Leave, and clause 28 - Long Service Leave, of this Award.

part vii- consultation and dispute resolution

55. Consultative Procedures

55.1 Commitments - Proposals for change shall be consistent with the following commitments by the Employer:

- a) A commitment to direct appointment
- b) A commitment to the effective retention of skills within the SCA
- c) A commitment to retraining in order to maximise the redeployment of displaced staff within the business, and
- d) A commitment to creating career development opportunities for existing and future staff.

55.2 Proposal for change covered by this clause will include but not be limited to:

- a) Termination of employment
- b) Changes in the composition, operation or size of the SCA workforce
- c) Changes in the skills required
- d) The elimination or diminution of job opportunities, promotion opportunities or job tenure
- e) Management initiated changes to the defined hours of work or Overtime arrangements outside those allowed for under Clause 17 Hours of Work.
- f) The need for retraining or transfer of employees to other work or locations
- g) The restructuring of work areas or significant change to individual position descriptions
- h) The introduction of new Technology
- i) Any decision to contract out or outsource work performed by the SCA that could result in the loss of direct employment.

55.3 Principles

55.3.1 Consultation is defined as a process whereby all parties to the discussion genuinely commit to the exchange of relevant information, advice on any likely effects and consequences and all parties take the views of each other into account.

- 55.3.2 At the development stage and prior to a definite decision to introduce changes as outlined in 55.2, the SCA will advise unions in writing of proposed changes. This advice will be given at the stage in which change is being contemplated for the purpose of consulting with the employees and their union who may be affected by the proposed changes so that the views of all the affected parties can be taken into account.
- 55.3.3 The SCA and the unions shall take all necessary measures to minimise the adverse effects on employees of workplace changes, in particular the displacement of employees.
- 55.3.4 In developing proposals for significant change, including restructures, management will discuss with the employees affected and their union the broad principles involved in the proposal including, where available, efficiency gains, cost benefit analysis, rationale for required changes, expected changes to number and type of positions and the reasons for them.
- 55.3.5 In this process there will be full disclosure of supporting material including participation in the evaluation of positions within the restructure; how the restructure will contribute to the career opportunities for existing staff and proposed implementation schedule.
- 55.3.6 In developing proposals for significant change, SCA will consult with affected employees and their union(s) regarding staff placement policies (including direct appointment, priority assessment, merit selection, etc) and redeployment systems and opportunities.

55.4 Process

- 55.4.1 SCA will genuinely attempt to avoid the displacement of employees by ensuring a proper process of evaluation for each position.
- 55.4.2 Once a definite proposal is submitted to effected employees and their union(s), up to four weeks will be allowed for consultation between the SCA and the Unions. Once SCA makes a decision to structure and/ or make significant changes, they will enter into consultation with affected employees and their union(s). Consultation will continue throughout the process.
- 55.4.3 During a period of up to four (4) weeks from a Union receiving the employer's proposals, the employer will not implement the proposed changes unless otherwise agreed with the Unions(s).
- 55.4.4 When the proposed changes are not agreed, either party may enact the dispute resolution clause.
- 55.4.5 Where the proposed changes have been agreed, or the SCA has decided to proceed to implement them and the parties have been through the dispute resolution clause, regular communication and consultation with affected staff and their union(s) will continue to review and monitor the change with a view to providing a forum for continued discussion around unforeseen repercussions.
- 55.4.6 The SCA will allow sufficient paid time meetings for the unions to consult with affected employees.

55.5 Consultative Committee

- 55.5.1 The parties to this award (SCA, ASU & APESMA) will establish a Joint Consultative Committee (JCC). The JCC is established to foster a positive organisational climate and to provide members with a forum in the pursuit of raising matters in good faith and resolving them in the best interests of the SCA and its staff in a cooperative manner.
- 55.5.2 The JCC is a dedicated forum for discussion; it has neither the mandate nor power to make decisions.
- 55.5.3 The functions of the JCC may include:

- a) discussion on employment relations matters that may be raised by either management or the unions;
- b) consider reports by management and unions on a range of issues including management reports on relevant materials that would affect the well-being and interests of employees;
- c) the operation of the JCC does not affect any rights of access to the normal dispute resolution procedures of the Award.

55.5.4 The parties will advise each other a week in advance of the names of committee members attending the scheduled meeting at the JCC.

55.5.5 The committee may co-opt other personal for advisory purposes on specific issues or invite staff members to expedite committee business.

55.5.6 The committee will in normal circumstances meet once every three months on the third Tuesday of the month or as the committee otherwise deems necessary.

55.5.7 Any one of the parties can call an extraordinary meeting by giving a minimum three working days' notice of such meeting to the other parties.

55.5.8 The JCC will establish Terms of Reference to include processes for the conduct of meetings that shall be maintained on the SCA intranet site

56. Dispute Resolution Procedures

56.1 Objectives

- (a) The objective of these procedures is the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation and cooperation and negotiation.
- (b) Accordingly,
 - (i) The SCA undertakes to provide relevant information and explanation and to consult with employees and employee representatives on matters covered by this Award; and
 - (ii) Employees and their unions undertake to raise their concerns at an early stage and for providing as much information as possible to assist in an effective resolution.

56.2 Processes

- (a) All attempts should be made to prevent or settle matters at the level at which they are raised, wherever possible.
- (b) It is the responsibility of the parties to this Award to take reasonable and genuine internal steps to prevent or settle disputes by early and timely consultation and discussion. Where a matter covered by this Award arises, which is of concern to an employee the following procedure will apply. In each instance the steps taken will be aimed at achieving the early settlement of the particular matter in dispute:

Step 1 In the first instance the employee(s) and/or their union representative and their immediate supervisor are to discuss the matter at the workplace level by no longer than five (5) working days;

Step 2 If the matter is not resolved at the workplace level, further discussions involving the employee(s) and/or their union representative and the relevant General Manager are to be arranged within five (5) working days;

- Step 3 If the matter is not resolved at Step 2, further discussions involving the union and a nominated representative of the Employer are to be arranged within five (5) working days;
- Step 4 If a matter has not been resolved through these procedures, the matter may be notified to the Industrial Relations Commission of NSW by either party to the dispute. Matters may only be referred to the Industrial Relations Commission of NSW when all steps in these procedures have been exhausted.
- (c) Nothing in sub-clause (b) above precludes
- (i) The Union(s) and the Employer entering into direct negotiations on any matter, or
 - (ii) To seek the early involvement of human resources specialists from the Human Resources Section, or
 - (iii) Referring the matter to a mutually agreed third party for mediation at any stage, or
 - (iv) The matter being immediately handled under Step 3 if that will resolve the matter.
- (d) Without prejudice to either the Employer or the employees, the parties to this Award must ensure that work continues in accordance with existing custom and practice in the workplace while the procedures in sub-clause 56.2 are followed. Exceptions to this is where a bona fide occupational health and safety issue is involved employees will not be expected to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved. An employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace that is safe and appropriate for the employee to perform.
- (e) The above provisions will not apply in the case of a stop-work meeting called for purposes of report-back to a mass meeting of members to consider matters of a general nature, provided that the Union gives the Employer 72 hours notice (not including weekends and public holiday(s) of the meeting being called and provides a contact person to consider matters of life and limb.
- (f) Where a dispute is referred to the Industrial Relations Commission of NSW and the dispute would be assisted by the presence of a union representative(s), a union representative may be granted leave of absence with pay of up to twelve days in a two year period for attending proceedings in the Industrial Relations Commission of NSW and reasonable time for preparation, provided that
- (i) The Union request the person(s) attendance in writing,
 - (ii) SCA operating requirements permit the grant of leave; and
 - (iii) Payment for the leave shall not include penalty payments or overtime.
- (g) Any leave approved under this provision shall count as service for all purposes.

SCHEDULE 1 - RATES OF PAY

Award Sub-clause 10(a)

Column 1 Grade	Column 2 Pay Point	Column 3 2.5% First pay on or after 1 July 2012	Column 4 2.27% First pay on or after 1 July 2013	2.27% First pay on or after 1 July 2014
Grade 19	19.4	\$191,836	\$196,191	\$200,645
	19.3	\$188,072	\$192,341	\$196,707
	19.2	\$184,385	\$188,571	\$192,852
	19.1	\$180,769	\$184,872	\$189,069
Grade 18	18.4	\$177,225	\$181,248	\$185,362
	18.3	\$173,751	\$177,695	\$181,729
	18.2	\$170,344	\$174,211	\$178,166
	18.1	\$167,004	\$170,795	\$174,672
Grade 17	17.4	\$163,728	\$167,445	\$171,246
	17.3	\$160,518	\$164,162	\$167,888
	17.2	\$157,370	\$160,942	\$164,595
	17.1	\$154,285	\$157,787	\$161,369
Grade 16	16.4	\$151,260	\$154,694	\$158,206
	16.3	\$148,294	\$151,660	\$155,103
	16.2	\$145,387	\$148,687	\$152,062
	16.1	\$142,535	\$145,771	\$149,080
Grade 15	15.4	\$139,741	\$142,913	\$146,157
	15.3	\$137,000	\$140,110	\$143,290
	15.2	\$134,315	\$137,364	\$140,482
	15.1	\$131,681	\$134,670	\$137,727
Grade 14	14.4	\$129,099	\$132,030	\$135,027
	14.3	\$126,567	\$129,440	\$132,378
	14.2	\$124,087	\$126,904	\$129,785
	14.1	\$121,651	\$124,412	\$127,236
Grade 13	13.4	\$119,267	\$121,974	\$124,743
	13.3	\$116,929	\$119,583	\$122,298
	13.2	\$114,636	\$117,238	\$119,899
	13.1	\$112,387	\$114,938	\$117,547
Grade 12	12.4	\$110,183	\$112,684	\$115,242
	12.3	\$108,024	\$110,476	\$112,984
	12.2	\$105,907	\$108,311	\$110,770
	12.1	\$103,829	\$106,186	\$108,596
Grade 11	11.4	\$101,792	\$104,103	\$106,466
	11.3	\$99,797	\$102,062	\$104,379
	11.2	\$97,841	\$100,062	\$102,333
	11.1	\$95,923	\$98,100	\$100,327
Grade 10	10.4	\$94,042	\$96,177	\$98,360
	10.3	\$92,197	\$94,290	\$96,430
	10.2	\$90,390	\$92,442	\$94,540
	10.1	\$88,616	\$90,628	\$92,685
Grade 9	9.4	\$86,880	\$88,852	\$90,869
	9.3	\$85,176	\$87,109	\$89,086
	9.2	\$83,505	\$85,401	\$87,340
	9.1	\$81,868	\$83,726	\$85,627
Grade 8	8.4	\$80,263	\$82,085	\$83,948
	8.3	\$78,689	\$80,475	\$82,302
	8.2	\$77,147	\$78,898	\$80,689

	8.1	\$75,634	\$77,351	\$79,107
Grade 7	7.4	\$74,151	\$75,834	\$77,555
	7.3	\$72,698	\$74,348	\$76,036
	7.2	\$71,271	\$72,889	\$74,544
	7.1	\$69,875	\$71,461	\$73,083
Grade 6	6.4	\$68,504	\$70,059	\$71,649
	6.3	\$67,160	\$68,685	\$70,244
	6.2	\$65,845	\$67,340	\$68,869
	6.1	\$64,552	\$66,017	\$67,516
Grade 5	5.4	\$63,288	\$64,725	\$66,194
	5.3	\$62,045	\$63,453	\$64,893
	5.2	\$60,829	\$62,210	\$63,622
	5.1	\$59,638	\$60,992	\$62,377
Grade 4	4.4	\$58,467	\$59,794	\$61,151
	4.3	\$57,322	\$58,623	\$59,954
	4.2	\$56,197	\$57,473	\$58,778
	4.1	\$55,096	\$56,347	\$57,626
Grade 3	3.4	\$54,013	\$55,239	\$56,493
	3.3	\$52,956	\$54,158	\$55,387
	3.2	\$51,918	\$53,097	\$54,302
	3.1	\$50,900	\$52,055	\$53,237
Grade 2	2.4	\$49,902	\$51,035	\$52,193
	2.3	\$48,923	\$50,034	\$51,170
	2.2	\$47,963	\$49,052	\$50,165
	2.1	\$47,023	\$48,090	\$49,182
Grade 1	1.10	\$46,101	\$47,147	\$48,217
	1.9	\$45,198	\$46,224	\$47,273
	1.8	\$44,311	\$45,317	\$46,346
	1.7	\$43,442	\$44,428	\$45,437
	1.6	\$42,591	\$43,558	\$44,547
	1.5	\$41,756	\$42,704	\$43,673
	1.4	\$40,939	\$41,868	\$42,818
	1.3	\$40,134	\$41,045	\$41,977
	1.2	\$39,347	\$40,240	\$41,153
	1.1	\$38,576	\$39,452	\$40,348

SCHEDULE 2 - SUMMARY - ALLOWANCES

The amount of the following allowances will be adjusted in accordance with general adjustments to pay under sub-clause 10(a) - Rates of Pay:

The allowance rates shown apply from the first pay period on or after the dates detailed below:

Clause	Allowance	2.5% First pay On or after 1 July 2012	2.27% First pay on or after 1 July 2013	2.27% First pay on or after 1 July 2014
Cl.42	Fire Fighting	\$1.76 per hour	\$1.80 per hour	\$1.84 per hour
Cl. 44 (a)	First Aid	\$27.59 per fortnight	\$28.22 per fortnight	\$28.86 per fortnight
Cl. 45	Community Language (A) Base Level	\$1,122.66 p.a	\$1,148.14 pa	\$1,174.20 p.a
Cl. 45	Community Language (B) High Level	\$1,683.89 p.a	\$1,722.11 pa	\$1,761.20 p.a

The following allowances will be adjusted in accordance with the mechanism specified and will be published on the SCA Intranet:

Clause No.	Allowance	Variation date	Variation methodology
40.	Travel Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amounts.
41.	Overtime Meal Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amount for Meal 3.
43.	Camping Allowance	1 July each year	Varied in line with CPI adjustments for Sydney.
49.	Use of Private Motor Vehicle	1 July each year	Varied in line with annual ATO ruling for reasonable allowance.

SCHEDULE 3 - SECURE EMPLOYMENT

(a) Objective of this Clause

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

(b) Casual Conversion

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

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

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

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

(c) Occupational Health and Safety

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

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

(d) Disputes Regarding the Application of this Clause

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

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

SCHEDULE 4 - PERSONAL CARERS ENTITLEMENT FOR CASUAL EMPLOYEES

(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 30.1 (d) (ii) 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) of this.

(b) The employer 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 employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

(d) 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 employer 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) 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.
- (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.

SCHEDULE 5

- (1) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a) and 3(b) must be recorded in writing.

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

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

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

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 422 of 2014)

Before The Honourable Acting Justice Boland

20 June 2014

VARIATION

1. Delete Table 1 of Part B Monetary Rates, of the award published 16 November 2012 (375 I.G. 56) and insert in lieu thereof the following:

Table 1

Item No.	New Rate Per Hour First Full Pay Period to commence on or after 20 June 2014 \$
1	27.80
2	41.69
3	25.49
4	38.23
5	20.59
6	30.89
7	29.93
8	23.26

2. Delete subclause 10.11 of clause 10, Rates of Pay and Employee Related Cost Savings, and insert in lieu thereof the following:
 - 10.11 A Security Officer required to work a shift in excess of twelve hours will be provided with a meal voucher redeemable at the place of employment or where this is not practical be paid a meal allowance of \$16.09.
3. Delete subclause 20.3, of clause 20, No Extra Claims, and insert in lieu thereof:
 - 20.3 The parties agree to commence discussions concerning a new Award not later than 21 January 2015.
4. This variation shall take effect from the beginning of the first full pay period to commence on or after 20 June 2014.

R. P. BOLAND , *Acting Justice*

SYDNEY OLYMPIC PARK AUTHORITY MANAGED SPORTS VENUES AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 444 of 2014)

Before Commissioner Tabbaa

27 June 2014

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intention
4.	Rates of Pay
5.	Classification Levels
6.	Income Protection Plan
7.	Hours of Work
8.	Full-Time, Part-Time, Fixed Term and Casual Employees
9.	Higher Duties
10.	Meal Breaks
11.	Overtime
12.	Public Holidays
13.	Sick Leave
14.	Personal Carer's Leave
15.	Bereavement Leave
16.	Parental Leave
17.	Leave for Matters Arising From Domestic Violence
18.	Terms of Engagement
19.	Training Wage
20.	Payment of Wages
21.	Annual Leave and Annual Leave Loading
22.	Long Service Leave
23.	Consultation and Union Access
24.	Labour Flexibility
25.	Uniforms and Protective Clothing
26.	Tools and Equipment
27.	Change Rooms
28.	Redundancy
29.	Major Interruption to Operations
30.	Grievance and Dispute Resolution Procedures
31.	Secure Employment
32.	Work Health and Safety
33.	No Extra Claims
34.	Anti-Discrimination
35.	Area, Incidence and Duration

PART B

Table 1 - Rates of Pay for Full Time Classifications
 Table 2 - Hourly Rates of Pay for Casual Employees
 Table 3 - Hourly Rates of Pay for Sports Centre Casual Event Staff Employees

2. Definitions

2.1 The parties to this award are:

- (i) The Secretary as the employer for the purposes of the Government Sector Employment Act 2013 as defined under Division 6, Part 4 of the Government Sector Employment Act 2013 and
- (ii) The Australian Workers' Union, New South Wales ("the AWU").

2.2 Employer for the purpose of this Award is the Secretary of the Department of Education and Communities.

2.3 Employee means a person employed by the Government of NSW in the service of the Crown under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Branch of the Department of Education and Communities, at the Aquatic, Athletic and Archery Centres, or as a casual event staff employee or gymnastics program employee at the Sports Centre, in the classifications prescribed by this Award.

3. Intention

3.1 The principal intentions of this award are:

- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic, Athletics, and Archery Centres, and Sports Centre;
- (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
- (iii) To provide a multi-skilled workforce.

4. Rates of Pay

4.1 The minimum rates of pay for full time employees at the Aquatic, Athletics and Archery Centres, employed in the classifications set out in subclause 5.1 of this award are contained in Table 1 of Part B of this award.

4.2 A casual employee at the Aquatic, Athletics, and Archery Centres, employed in the classifications set out in subclause 5.2, shall be paid the appropriate hourly rate as set out in Table 2 of Part B

4.3 A casual event staff employee at the Sports Centre, employed in the classifications set out in subclause 5.3, shall be paid the appropriate hourly rate as set out in Table 3 of Part B

4.4 The minimum rates of pay for full time gymnastics program employees employed in the classifications set out in subclause 5.4 are set out in Table 4 of Part B.

4.4.1. Junior Rates A junior employee engaged at level 1, 2 or 3 in the classifications set out in subclause 5.4 shall be paid at the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55
At seventeen years	65
At eighteen years	75
At nineteen years	85
At twenty years	100

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience shall be paid the full adult rate of pay.

- 4.5 A casual employed in the classifications set out in subclause 5.4 shall be paid either on an ordinary or 'all-up' basis as detailed below
- (i) Ordinary Casual - An ordinary casual shall be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus:
 - (a) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
 - (b) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

An ordinary casual employee shall be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual shall be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes loadings applicable under this award for work on Saturdays, Sundays, public holidays and at night.

An all up casual employee shall be paid for a minimum engagement of one hour.

- 4.6. Supervisory Loadings - an employee employed in the classifications set out in Clause 5.4 who is appointed by an employer to supervise other employees shall be paid, in addition to the rates of pay prescribed in subclause 4.4. and 4.5. of this clause, the following amount per week specified in Table 5 - Other Rates and Allowances, of Part B as follows:
- (a) In charge of up to 5 employees - Item 1;
 - (b) In charge of 6 and up to 10 employees - Item 2;
 - (c) In charge of 11 or more employees - Item 3;
 - (d) or pro rata amount per engagement for part-time and casual employees
- 4.7. An employee employed in the classifications set out in subclause 5.4 who is appointed by an employer to perform first aid duties and who holds a first aid certificate shall be paid, an additional amount per week, or per shift, as set out in Item 4 of Table 5 - Other Rates and Allowances, of Part B.
- 4.8. A part-time or full-time employee employed in the classifications set out in subclause 5.4 who is required to work more than one shift on any day shall be paid the additional allowance per day, as set out in Item 5 of Table 5 - Other Rates and Allowances, of Part B.

5. Classification Levels

- 5.1 Classifications (Skill/Definitions) for full-time and part-time employees at the Aquatic, Athletic and Archery Centres:

5.1.1 Level 1

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant

experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages; and

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of position and successful application.

5.1.2 Level 2

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programs/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg. pool attendant;

Safeguards individuals e.g. child care attendants;

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

- (c) Progression to Level III will be dependent upon availability of position and successful application.

5.1.3 Level 3

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;
and

Is capable of and may perform the Level II and level I duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a Gym Exercise Specialist;

Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;

Maintains machinery, plant and technical equipment;

Undertakes secretarial duties;

In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

- (c) Progression to Level IV will be dependent upon availability of position and successful application.

5.1.4 Level 4

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

- (a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employee;

Supervises Aquatic Centre employees;

Supervises Archery Centre Employees

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

Supervises café and concessions staff and operations

Undertakes specialist and higher level/more complex cooking duties, and provides specialist input and advice into menu content and function operations.

5.2 Classifications (Skill/Definitions) for casual employees at the Aquatic, Athletic and Archery Centres:

5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

(a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

(b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Duties peripheral and ancillary to the above as required.

5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg., pool attendant, athletic track Attendants; archery attendant.

Safeguards individuals e.g. child care attendants.

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

5.3 Classifications (Skill/Definitions) for casual event staff employees at the Sports Centre:

5.3.1 Level 1

(a) An employee at this level:

Has no qualifications and performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Includes the initial recruit who may have limited relevant experience.

Communicates with the public in a courteous and tactful manner.

Works under close supervision and undergoes on-the-job training,

(b) Indicative of some of the tasks which an employee at this level may perform:

would perform the function of car parking attendant, door attendant, door attendant or usher cashier (including basic clerical and office duties including answering the phone).

Upon completion of 400 hours of employment at Level 1, an employee will be reclassified to Level 2.

5.3.2 Level 2

(a) An employee at this level:

Has undertaken structured training recognised by the Centre's management as being relevant; or

Completed 400 hours employment at the level required of a Level 1 operative or equivalent work within the leisure and recreation or venue management sector.

works in a team environment under routine supervision and assists with the provision of on-the-job training to a limited degree.

Where appropriate, holds and maintain first-aid qualifications recognised as being in accord with the safe and effective conduct of duties involving public and employee health and safety.

(b) Indicative of some of the tasks which an employee at this level may perform:

:
Program selling/merchandise selling;

Processing ticket sales and bookings;

Conduct tours of the Centre or associated facilities;

Supervise uniform room.

5.3.3 Level 3

- (a) An employee at this level:

exercises discretion within one's own level of skill and training and has delegated responsibility for work under their control or supervision in terms of allocation of duties, co-ordinating workflows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work-related problems where required.

- (b) Indicative of some of the tasks which an employee at this level may perform:

trains new employees at Levels 1 and 2 and supervises a discrete section or group;

acts as an assistant theatre manager or event co-ordinator/client liaison, audio visual technician.

5.3.4 Level 4

- (a) An employee at this level:

is subject to broad guidance or direction,

reports to more senior staff as required.

would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision, including box office management, theatre craft, event management, publicity and promotion.

5.4 Classifications (Skill/Definitions) for gymnastics program employees at the Sports Centre:

5.4.1 Level 1

- (a) An employee at this level:

is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, occupational health and safety, equity, and quality assurance..

An employee at this level performs routine duties essentially to the level of his/her training:

exercises minimal judgement;

works under direct supervision;

- (b) whilst undertaking structured training/learning the employee may be engaged in one or more of the following duties:

- undertakes basic safety checks of equipment and the floor area;

- provides gymnastic instruction to classes by following programmed lessons/activities;

- judges gymnastic performance for Industry Levels 1-3;

- undertakes set-ups and pull-downs, under supervision;

- prepares participant injury reports.

5.4.2 Level 2

- (a) An employee at this level:

has completed the Industry recognised level of training so as to enable him/her to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of his/her training.

works from instructions or procedures and works under direct supervision either individually or in a team environment. .

- (b) is primarily engaged in one or more of the following duties:

:

- instructs classes up to Industry Level 3 ;
- develops lower level gymnastics programs/lessons;
- judges gymnastic performance for Industry Levels 1-6;
- attends external basic competitions with program participants;
- Undertakes set ups and pull downs;.

5.4.3 Level 3

- (a) An employee at this level:

has completed structured training recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

- (b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 6;
- judges gymnastic performance for Industry Levels 1-6
- develops gymnastics programs/lessons of an intermediate nature;
- attends external higher level competitions with program participants;
- certifies completion of safety checks for equipment and the floor area;
- Undertakes set ups and pull downs;
- discusses routine participant issues with parents.

5.4.4 Level 4

- (a) An employee at this level:

shall be capable of performing the indicative skills of a Level 3 employee and shall also be able to work from complex instructions:

- (b) Indicative of some of the tasks which an employee at this level may perform:
- instructs classes up to Industry Level 10;
 - coordinates activities across the gymnastics floor area.
 - supervises set up and pull downs;
 - assesses participant ability for progression and competition participation.

5.4.5 Level 5

- (a) An employee at this level:

has an Advanced Industry qualification and is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination of employees within their respective work area to ensure delivery of service.

- (b) Indicative of some of the tasks which an employee at this level may perform:

- Instructs advanced and elite program classes;
- organises competition entry;
- develops gymnastics programs/lessons of an advanced and elite nature;
- makes decisions on participants' progression;
- works with Levels 1 to 4 to address/correct participant technique/capability/progression issues;
- discusses program and participant matters with parents;

5.4.6 Level 6

- (a) An employee at this level:

is engaged in supervising, training and co-ordinating staff and is responsible for the maintenance of service and operational standards, and exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employer's business.

would hold formal technical qualifications relevant to the employer which are required by the employer to perform the job, and

would have worked in a relevant field and have specialist knowledge and experience, sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

- (b) Indicative of some of the tasks which an employee at this level may perform:

- general supervision of gymnastics centre and program;

- Instruct elite program classes;
- develop gymnastics programs/lessons of an elite nature;
- centre administration involving supervision of staff and systems and co-ordinating competitions;
- develops in-house training programs for instructors
- prepares reports for management on program performance and program initiatives,
- discusses a broad range of program/participant matters with parents.
- may represent the program or centre in external forums where requested and approved.

6. Income Protection Plan

- 6.1 All full-time, part-time and casual employees at the Aquatic, Athletic and Archery Centres, who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.
- 6.2 All Sports Centre casual event staff and gymnastic program employees employed in classifications provided in Clause 5 who are members of the union to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by The Australian Workers' Union. It is a term of this award that the employer will bear the costs of a daily premium of \$1.00 per employee per day worked to cover employees who are members of the union

7. Hours of Work

- 7.1 The Hours of Work for Aquatic, Athletic and Archery Centres', and Gymnastics Program employees at the Sports centre (excepting gymnastic program casual staff) are those outlined at subclauses 7.2 to 7.5 below. Hours of Work for Sports Centre casual event staff employees are outlined at clause 7.6. Hours of Work for Sports Centre casual gymnastic program employees are outlined at subclause 7.7.
- 7.2 The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.3 The employer shall arrange the working of the thirty eight hour week in one of the following ways:
- 7.2.1 by employees working less than eight hours per day;
 - 7.2.2 by employees working less than eight hours on one or more days in each week; or
 - 7.2.3 by working up to ten hours on one or more days in the week.
- 7.4 Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- 7.5 Notwithstanding the provision of subclause 7.1 & 7.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.
- 7.6 The ordinary hours of work for Sports Centre casual event staff employees shall be rostered, between the hours of 7.00 am and 11.30 pm. The ordinary hours of work may be extended to 2.00 am to cover

special events, provided that management gives all employees involved 7 clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.

- 7.7 The ordinary hours of work for Sports Centre gymnastics program casual employees shall be up to 8 hours on any shift
- 7.8 All ordinary work by a gymnastics program employee, including an ordinary casual, on a Saturday shall be paid at the ordinary time classification rate of pay plus a penalty equal to 25 per cent of the employee's ordinary time classification rate of pay. All ordinary work by a gymnastics program employee, including an ordinary casual on a Sunday shall be paid at the ordinary time classification rate of pay plus a penalty equal to 50 per cent of the employee's ordinary time classification rate of pay.

8. Full-Time, Part-Time, Fixed Term and Casual Employees

- 8.1 An employee at the Aquatic, Athletic or Archery centres or an employee at the Sports Centre engaged in a classification under subclause 5.4 shall be engaged as either a full-time, part-time, fixed term or casual employee. Sports Centre event staff engaged under this Award shall be engaged as casual employees.
- 8.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 8.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 8.4 A casual employee is an employee engaged and paid as such. A casual employee at the Aquatic, Athletic and Archery Centres shall be paid the appropriate hourly rate as set out in Table 2 of Part B. A casual event staff employee at the Sports Centre shall be paid the hourly rate as set out in Table 3 of Part B. A casual employee at the Sports Centre engaged in a classification under Clause 5.4 shall be paid either on an ordinary or 'all-up' basis as set out in subclause 4.5
- 8.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, paid personal carer's leave, and annual leave.
- 8.6 A casual employee, except as provided for in subclauses 8.7 and 4.5 (ii) shall receive a minimum payment of 3 hours for each engagement.
- 8.7 Casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, shall receive a minimum payment of one hour, except those so engaged at the Sydney Athletic Centre, and casual event staff at the Sports Centre engaged in a classification under Clause 5.3, who shall receive a minimum payment of 3 hours.
- 8.8 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to above.
- 8.9 A fixed term employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.

9. Higher Duties

- 9.1 An employee required to perform the entire function of a position attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher position on the fifth and subsequent days of acting up to the higher position.
- 9.2 The parties to the Award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Aquatic Centre) will at all times be paid at Level 3 or above.

10. Meal Breaks

- 10.1 The provisions of subclauses 10.2 to 10.6 apply to employees of the Aquatic, Athletic and Archery Centres
- 10.2 Employees shall be entitled to an unpaid meal break of 30 minutes which shall be taken no more than five hours after commencing duty.
- 10.3 Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 10.4 The employer and employee shall determine the time at which a rest break shall be taken.
- 10.5 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 10.6 Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 10.2 above.
- 10.7 Sports Centre casual event staff employees who are required to work on any shift for more than 5 hours shall be entitled to a paid meal break of 30 minutes which should be taken no more than 5 hours after commencing duty.
- 10.8 Sports Centre gymnastics program employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour not more than 5 hours after commencing duty.
- 10.9 Notwithstanding the provisions of subclause 10.1 and 10.8 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.

11. Overtime

- 11.1 The provisions of subclauses 11.2 to 11.6 apply to employees of the Aquatic, Athletic and Archery Centres and Gymnastic Program staff at the Sports Centre, excluding casual gymnastic program employees.
- 11.2 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 7.1 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- 11.3 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 11.4 By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be at the overtime rate of time and a half for the first two hours and double time thereafter. This means each excess hour worked will entitle an employee to either one and a half or two hours as time off in lieu. All accrued time off in lieu shall be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- 11.5 Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 11.6 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 11.7 Overtime shall be paid to Sports Centre casual event staff employees where

- (a) the hours of work exceed 10 in any day;
 - (b) the hours of work extend beyond the time limits specified in subclause 7.6,
 - (c) the employee receives less than a 10-hour break between work on consecutive days
- 11.8 Overtime for Sports Centre casual event staff employees shall be paid on the hourly rates contained in Table 3 of Part B, based on time and one half for the first 2 hours and double time for each hour worked thereafter calculated to the nearest quarter hour.
- 11.9 Overtime for casual gymnastic program staff shall be paid on the loaded casual rate (ie 15 per cent or 30 per cent) based on time and one half for the first 2 hours and double time for each hour worked in excess of 8 hours, calculated to the nearest quarter hour.

12. Public Holidays

- 12.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.
- 12.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 12.3 Any full-time or part-time employee, including a fixed term employee, who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees (but not including Sports Centre casual event staff employees) who are required to work on a public holiday shall be entitled to double time and one half for each hour work on the public holiday. Sports Centre casual event staff employees who are required to work on a public holiday shall be paid at the hourly rate applicable in Table 3
- 12.4 Full time, part time and fixed term employees who are absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 12.5 An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.
- 12.6 A full-time, part-time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

13. Sick Leave

- 13.1 A full-time employee shall be entitled to ten days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 13.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- 13.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.

- 13.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 13.5 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- 13.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, the estimated duration of the absence.

14. Personal Carer's Leave

14.1 Use of Sick Leave:

14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.6 (b), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in clause 13, Sick Leave, 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.

14.1.2 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.

14.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 29 should be followed.

14.1.4 The employee shall, if required

- (a) establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, 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.

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

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

- (a) The employee being responsible for the care and support of the person concerned; and
- (b) The person concerned being:
 - (i) a spouse of the employee, or
 - (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

"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.

14.1.7 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.

14.2 Use of Unpaid Leave:

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 14.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

14.3 Use of Annual Leave:

14.3.1 An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, 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.

14.3.2 Access to annual leave, as prescribed in subclause 14.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

14.4 Use of Time Off in Lieu of Payment of Overtime:

14.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 2 months of the said election.

14.4.2 Overtime taken as time off during ordinary time hours shall be available at the rate of time and one half for the first two works worked and double time thereafter.

14.4.3 If, having elected to take time as leave in accordance with subclause 14.4.1, the leave is not taken, for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 2 month period or on termination.

14.4.4 Where no election is made in accordance with subclause 14.4.1, the employee shall be paid overtime rates in accordance with the award.

14.5 Use of Make-Up Time:

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

14.6 Personal Carer's Entitlement for Casual Employees

14.6.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 14.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

14.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15. Bereavement Leave

15.1 A full-time or part-time employee, including a fixed term employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 14.1.6 (b)).

15.2 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.

15.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4 and 14.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

15.4 Bereavement Leave for casual employees

15.4.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 14.1.6 (b).

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

15.4.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

16. Parental Leave

16.1 Refer to Part 4 of Chapter 2 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).

16.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

16.3 Right to request

An employee entitled to parental leave may request the employer to allow the employee:

- 16.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- 16.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 16.3.3 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.
- 16.4 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.
- 16.5 Employee's request and the employer's decision to be in writing
- 16.5.1 The employee's request and the employer's decision made under subclause 16.4 and 16.5 must be recorded in writing.
- 16.6 Request to return to work part-time
- Where an employee wishes to make a request under subclause 16.4, 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.
- 16.7 Communication during parental leave
- 16.7.1 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.
- 16.7.2 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.
- 16.7.3 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 16.7.1.

17. Leave for Matters Arising From Domestic Violence

- 17.1 For the purposes of this clause Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007
- 17.2 Leave entitlements provided for in clause 13, Sick leave and clause 14, Personal carer's leave, may be used by employees experiencing domestic violence.
- 17.3 Where the entitlements referred to in subclause 17.2 are exhausted, the employer shall grant up to five days paid special leave to be used for absences from the workplace to attend to matters arising from domestic violence situations.

- 17.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service, or a Lawyer.
- 17.5 Personal information concerning domestic violence will be kept confidential by the employer.
- 17.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number, and email address.

18. Terms of Engagement

- 18.1 Full-time and part-time employees at the Aquatic, Athletics and Archery Centres employed in classifications under subclause 5.1 shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

- 18.2 A fixed term employee shall be employed for a fixed period. The engagement of a fixed term employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.
- 18.3 Full-time and part-time gymnastics program employees employed in classifications under subclause 5.4 shall be engaged by the week and their engagement may be terminated by the employer or employee giving one week's notice, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.
- 18.4 The provisions outlined in subclauses 18.1 and 18.2 shall not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.
- 18.5 The employer shall have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

19. Training Wage

- 19.1 See the Theatrical Employees (Training Wage) (State) Award.

20. Payment of Wages

- 20.1 Wages will be paid fortnightly by Electronic Funds Transfer.

21. Annual Leave and Annual Leave Loading

- 21.1 Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.2 Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.3 Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.

- 21.4 Full-time and part-time gymnastics program employees employed in the classifications under subclause 5.4 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.5 The loading referred to in subclauses 21.1, 21.2, 21.3 and 21.4 above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 21.6 Fixed term employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.
- 21.7 Cashing out of Annual leave
- 21.7.1 Full-time and part-time employees who are entitled to annual leave of 5 weeks per annum under subclause 21.1 or subclause 21.3 shall be able to elect to cash out 1 weeks annual leave, on a single occasion, once in each calendar year. This provision does not apply to employees who accrue 4 weeks annual leave per annum under subclauses 21.2 and 21.4
- 21.7.2 Employees wishing to cash out leave shall indicate their intention in writing, or by email.
- 21.7.3 The cashing out of leave under subclause 21.7 is not available to employees, where the cashing out of leave would result in the employee's leave balance reducing to below 4 weeks at the time of cashing out.

22. Long Service Leave

- 22.1 The New South Wales Long Service Leave Act 1955 applies.

23. Consultation and Union Access

- 23.1 A meeting will be held every two months between employee representatives, the Union Official and the Executive Manager of the Sydney Olympic Park Sports Venues for the purpose of discussing matters affecting the employment, productivity and efficiency at the Sydney Olympic Park Sports Venues.
- 23.2 The Employer recognises the rights of employees to elect union delegates as their representative for the purposes of this Award and to enhance the consultative mechanism.
- 23.3 Where operational matters permit, and subject to sufficient notice to management, accredited union delegates will be allowed reasonable time in work hours to prepare for and meet with management, a union official or employees they represent on urgent matters affecting union members. Management agreement will not be unreasonably withheld.
- Collective meetings of employees with a union official or accredited union delegate will be held during a lunch or other work break or outside hours unless otherwise agreed by management.
- 23.4 The Employer shall provide accredited delegates with reasonable access to the following facilities for authorised union activities
- 23.4.1 Computer for word processing and related purposes, email, telephone, photocopier, facsimile machine and a private meeting room, if and when necessary.
- 23.4.2 Access to a notice board for material authorised by the union. The Employer shall have the right to decline the posting of material at its discretion but shall not unreasonably do so.
- 23.5 Union Delegates will be allowed to undertake the following activities without deduction from ordinary time earnings, subject to operational requirements and management agreement. Management will not unreasonably withhold agreement.

23.5.1 Up to 6 days per annum for training courses conducted by the union or a training provider nominated by the union; or to attend union conferences or industry meetings.

23.5.2 Attendance at, and reasonable preparation time for, industrial proceedings that directly affects the area or employee(s) that the union delegate represents.

23.5.3 Presenting information on the union and union's activities at induction sessions for new employees

24. Labour Flexibility

24.1 Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

25. Uniforms and Protective Clothing

25.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.

25.2 Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

26. Tools and Equipment

26.1 All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge. Any other authorised work related expenses will be reimbursed to the employee subject to satisfactory verification of the expense.

27. Change Rooms

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

28. Redundancy

28.1 Application of this Clause.

28.1.1 This clause shall apply in respect of full-time and part-time employees as defined in Clause 8

28.1.2 This clause shall not apply to employees with less than one year's continuous service

28.1.3 This clause shall not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.

28.2 Employer to Notify and Discuss Change

28.2.1 Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong

28.2.2 The employer shall discuss with the employees affected and the union to which they belong, among other matters, the introduction of the changes referred to in clause 28.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

28.2.3 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 28.2.1

28.2.4 For the purpose of such discussion, the employer shall provide to the employees concerned, and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.2.5 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to clause 28.2.1, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong as early as practicable.

28.2.6 The discussions referred to in 28.2.5 shall cover, among other matters any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, the number and categories of employees likely to be affected, and the number of workers normally employed, and the period over which the terminations are likely to be carried out.

28.3 Notice of Termination of Employment

28.3.1 In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 28.2.1, the employer shall give to the employee the following notice

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

28.3.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice

28.3.3 Payment in lieu of the notice in 28.3.2 shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof

28.4 Notice for Technological Change

28.4.1 In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 28.2.1, the employer shall give to the employee three months' notice of termination

28.4.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

28.4.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

28.5 Time Off During the Notice Period

28.5.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment

28.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent

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

28.6 Transfer to Lower Paid Duties

28.6.1 Where an employee is transferred to lower paid duties for reasons set out in 28.2.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

28.7 Severance Pay

28.7.1 Where an employee is to be terminated pursuant to clause 28, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

- (c) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and any allowances.

28.7.2 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 28.7.1 if the employer obtains acceptable alternative employment for an employee

29. Major Interruption to Operations

- 29.1 Although a rare event, external factors such as acts of God or malicious acts by a third party or parties, or industrial action, breakdown of machinery or any other act or omission for which the employer is not responsible may result in the closure of the Centres.
- 29.2 In the first instance options for staff to work at another location will be investigated.
- 29.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.
- 29.4 Where staff are not able to be placed in work pursuant to clause 29.2 or do not elect to access leave entitlements pursuant to clause 29.3, either party may make an application to the Industrial Relations Commission pursuant to s126 of the Industrial Relations Act 1996 for a stand down order.

30. Grievance and Dispute Resolution Procedures

- 30.1 Procedures relating to grievances of individual employees.
- 30.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 30.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 30.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 30.1.5 While a procedure is being followed, normal work must continue.
- 30.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.
- 30.1.7 The grievance may be referred to the New South Wales Industrial Relations Commission by any party for conciliation or arbitration if the matter is unresolved following the use of the above procedure.
- 30.2 Procedures relating to disputes etc. between the employer and its employees.
- 30.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
- 30.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.2.3 While a procedure is being followed, normal work must continue.
- 30.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.

30.2.5 If the dispute resolution process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

31. Secure Employment

31.1 Objective of this Clause

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

31.2 Casual Conversion

31.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment, or part-time employment, if the employment is to continue beyond the conversion process prescribed by this clause.

31.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.

31.2.3 Any casual employee who has a right to elect under subclause 31.2.1, upon receiving notice under subclause 31.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

31.2.4 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (i) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

31.2.5 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 31.2.3, the employer and employee shall, in accordance with this clause, and subject to subclause 31.2.3, discuss and agree upon:

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

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of

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

31.2.6 Following an agreement being reached pursuant to subclause 31.2.5, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

31.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

31.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment (in accordance with subclause 31.2.3) where the seasonal nature of the work can be demonstrated.

31.2.9 This clause does not apply to casual event staff employees at the Sports Centre in the classification described in clause 5.3

32. Work Health and Safety

32.1 Work Health and Safety

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

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate workplace 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.

32.1.3 Nothing in clause 32 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

32.2 Disputes Regarding the Application of this Clause

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

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

32.4 The parties to this agreement are committed to continuous improvement in work health and safety (WHS) standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety.

In addition to initial work health and safety training for employee representatives, employee representatives may undertake one day per annum refresher training at a course, conference or seminar, chosen in consultation with the employer.

33. No Extra Claims

33.1 Subject to sub-clause 33.2, the parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

33.2

(i) In the event that there are changes in the application of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 that have the result that superannuation guarantee charge increases are in addition to the 2.5 per cent increase in remuneration, then the parties will address the consequences and apply Wages Policy accordingly.

(ii) If required, addressing the consequences will include consenting to the award being varied to allow for the full 2.5% increase in salaries. In addition, if the additional increases in SGC (beyond 9.25%) are delayed by the Commonwealth Parliament then the Department will consent to vary the award to reflect that change.

33.3 The terms of the preceding paragraphs do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

34. Anti-Discrimination

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

34.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 34.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 34.4 Nothing in this clause is to be taken to affect:
- (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.
- 34.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

35. Area, Incidence and Duration

- 35.1 This award shall regulate the terms and conditions of employment of employees:
- (a) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Branch of the Department of Education and Communities in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres and
 - (b) not classified as staff members of the management team.
 - (c) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Branch of the Department of Education and Communities in the classifications prescribed by this Award in connection with (whether indoors or outdoors) any fixture, event, exhibition or performance at the Sydney Olympic Park Sports Centre, or associated facilities.
 - (d) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Branch of the Department of Education and Communities in the classifications prescribed by this Award, in connection with the gymnastics program, at the Sydney Olympic Park Sports Centre, or associated facilities.
- 35.2 This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre, Sydney Olympic Park Athletic Centre, the Sydney Olympic Park Archery Centre and the Sydney Olympic Park Sports Centre..
- 35.3 This award shall not apply to employees at the Sports Centre who from time to time may perform functions covered by the classification structure in subclause 5.3, who are engaged by the week..
- 35.4 This award is made following an application by The Australian Workers' Union, New South Wales under section 10 of the Industrial Relations Act 1996 and rescinds and replaces the Sydney Olympic

Park Aquatic, Athletic and Archery Centres and Casual Event Staff, Sports Centre Award 2013 published on 27 September 2013 (375 IG 907) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) have been included in the award.

- 35.5 The award will operate from 1 July 2014 and remain in force until 30 June 2016.
- 35.6 The parties to this award have agreed to commence discussions for a new award 6 months prior to the nominal expiry date.

PART B

Table 1 - Rates of Pay for Full-Time Classifications under Clause 5.1

Classification Level	Salary from the first pay period on or after 1 July 2014 (2.27%) \$	Salary from the first pay period on or after 1 July 2015 (2.03%) \$
Level 1	38,892	39,682
Level 2	43,743	44,631
Level 3	48,613	49,600
Level 4	58,319	59,503

Table 2 - Hourly Rates of Pay for Casual Employees under Clause 5.2

Classification Level	Hourly Rates from the first pay period on or after 1 July 2014 (2.27%) \$	Hourly Rates from the first pay period on or after 1 July 2015 (2.03%) \$
Level A	22.70	23.20
Level B	24.30	24.80
Level C	25.80	26.30

Table 3 - Hourly Rates of Pay for Sports Centre Casual Event Staff Employees under clause 5.3

Classification Level	Monday to Sunday from the first pay period on or after 1 July 2014 (2.27%) \$	Public Holidays from the first pay period on or after 1 July 2014 (2.27%) \$	Monday to Sunday from the first pay period on or after 1 July 2015 (2.03%) \$	Public Holidays from the first pay period on or after 1 July 2015 (2.03%) \$
Level 1	21.60	45.00	22.00	45.90
Level 2	23.20	48.40	23.70	49.40
Level 3	25.80	53.70	26.30	54.80
Level 4	30.70	63.90	31.30	65.20

Table 4 - Rates of Pay for Full-Time Classifications under Clause 5.4

Classification Level	Salary from the first pay period on or after 16 December 2012 \$	Salary from the first pay period on or after 1 July 2014 (2.27%) \$	Salary from the first pay period on or after 1 July 2015 (2.03%) \$
Level 1	614.10	628.00	640.70
Level 2	633.60	648.00	661.20
Level 3	659.90	674.90	688.60

Level 4	682.50	698.00	712.20
Level 5	723.90	740.30	755.30
Level 6	797.90	816.00	832.60

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 5 - Other Rates and Allowances for Classifications under Clause 5.4

Item No.	Clause No.	Brief Description	Amount Per Week Salary from the first pay period on or after 1 July 2014 \$	Amount Per Week Salary from the first pay period on or after 1 July 2015 \$
1	4.6 (a)	Supervisory loadings - up to 5 employees	26.30 per week	26.80 per week
2	4.6 (b)	Supervisory loadings - 6 to 10 employees	35.80 per week	36.50 per week
3	4.6 (c)	Supervisory loadings - 11 or more employees	48.20 per week	49.20 per week
4	4.7	First-aid allowance	12.40 per week 2.45 per shift	12.70 per week 2.50 per shift
5	4.8	Broken Shift Allowance	13.20 per day	13.45 per day

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(1909)

SERIAL C8219

TRANSPORT SERVICE OF NEW SOUTH WALES SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 180 of 2014)

Before Commissioner Newall

12 June 2014

VARIATION

1. Insert after paragraph (b) of subclause 7.5 of clause 7, Classifications, Salary and Allowances, of the award published 27 July 2012 (373 I.G. 433) the following new subparagraph:
 - (c) salaries will increase by 2.27% from first pay period commencing on or after 1 July 2014;
2. Renumber paragraphs (c) and (d) of the said subclause 7.5 to read as (d) and (e) respectively.
3. Delete Schedule A, Classification Structure and Rates of Pay, and insert in lieu thereof the following:

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Part One

Transport Service of NSW Classification Structure and Rates of Pay					
Classification	Level	Rates of Pay (\$ pa)	Effective 1/7/2012	Effective 1/7/2013	Effective 1/7/2014
Transport Service Grade 1	Level 1A	43,563	44,652	45,768	46,807
	Level 1B	44,652	45,768	46,912	47,977
	Level 1C	45,741	46,885	48,057	49,148
	Level 1D	46,830	48,001	49,201	50,318
	Level 1E	47,919	49,117	50,345	51,488
Transport Service Grade 2	Level 2A	48,175	49,379	50,613	51,762
	Level 2B	49,379	50,613	51,878	53,056
	Level 2C	50,584	51,849	53,145	54,351
	Level 2D	51,788	53,083	54,410	55,645
	Level 2E	52,993	54,318	55,676	56,940
Transport Service Grade 3	Level 3A	53,300	54,633	55,999	57,270
	Level 3B	54,633	55,999	57,399	58,702
	Level 3C	55,965	57,364	58,798	60,133
	Level 3D	57,298	58,730	60,198	61,564
	Level 3E	58,630	60,096	61,598	62,996
Transport Service Grade 4	Level 4A	59,348	60,832	62,353	63,768
	Level 4B	60,832	62,353	63,912	65,363
	Level 4C	62,315	63,873	65,470	66,956
	Level 4D	63,799	65,394	67,029	68,551
	Level 4E	65,282	66,914	68,587	70,144
Transport Service Grade 5	Level 5A	66,933	68,606	70,321	71,917
	Level 5B	68,606	70,321	72,079	73,715
	Level 5C	70,279	72,036	73,837	75,513
	Level 5D	71,953	73,752	75,596	77,312
	Level 5E	73,626	75,467	77,354	79,110

Transport Service Grade 6	Level 6A	74,620	76,486	78,398	80,178
	Level 6B	76,486	78,398	80,358	82,182
	Level 6C	78,351	80,310	82,318	84,187
	Level 6D	80,217	82,222	84,277	86,191
	Level 6E	82,082	84,134	86,237	88,195
Transport Service Grade 7	Level 7A	83,435	85,521	87,659	89,649
	Level 7B	85,938	88,086	90,288	92,338
	Level 7C	88,441	90,652	92,918	95,027
	Level 7D	90,944	93,218	95,548	97,717
	Level 7E	93,447	95,783	98,177	100,407
Transport Service Grade 8	Level 8A	94,710	97,078	99,505	101,764
	Level 8B	97,551	99,990	102,490	104,817
	Level 8C	100,393	102,903	105,475	107,870
	Level 8D	103,234	105,815	108,460	110,922
	Level 8E	106,075	108,727	111,445	113,975
Transport Service Grade 9	Level 9A	109,060	111,787	114,582	117,183
	Level 9B	112,332	115,140	118,018	120,698
	Level 9C	115,604	118,494	121,456	124,213
	Level 9D	118,875	121,847	124,893	127,728
	Level 9E	122,148	125,202	128,332	131,245

Part Two

Classification	Level	Rates of Pay (\$pa)	Effective 1/7/2012	Effective 1/7/2013	Effective 1/7/2014
Professional Engineer Grade A	Level 1	74,620	76,486	78,398	80,178
	Level 2	78,351	80,310	82,318	84,187
	Level 3	80,217	82,222	84,277	86,191
	Level 4	83,435	85,521	87,659	89,649
	Level 5	85,938	88,086	90,288	92,338
	Level 6	88,441	90,652	92,918	95,027
Professional Engineer Grade B	Level 1	90,944	93,218	95,548	97,717
	Level 2	94,710	97,078	99,505	101,764
	Level 3	98,779	101,248	103,779	106,135
	Level 4	102,892	105,464	108,101	110,555
	Level 5	106,075	108,727	111,445	113,975
Professional Engineer Grade C	Level 1	109,060	111,787	114,582	117,183
	Level 2	113,421	116,257	119,163	121,868
	Level 3	117,782	120,727	123,745	126,554
	Level 4	122,148	125,202	128,332	131,245

4. Delete Schedule B, Allowances and Expenses, and insert in lieu thereof the following:

SCHEDULE B - ALLOWANCES AND EXPENSES

Transport Service of New South Wales Award Allowance Schedule					
Allowances and Expenses	Subject	Amount	Effective 1/7/2012	Effective 1/7/2013	Effective 1/7/2014
On Call					
Item 1	On Call (Rostered Day)	\$33.00*	\$33.80	\$34.70	\$35.50
Item 2	On Call (Non Rostered Day)	\$50.00*	\$51.30	\$52.50	\$53.70
Meals and Accommodation					
Item 3	Overtime Meal	\$26.45 per meal	#	#	#

Item 4	Breakfast Meal (no overnight stay)	\$23.65 per meal	#	#	#
Item 5	Lunch Meal (no overnight stay)	\$25.55 per meal	#	#	#
Item 6	Dinner Meal (no overnight stay)	\$45.60 per meal	#	#	#
Item 7	Overnight Stay Away from Headquarters Allowance	Varies depending on location -see relevant Department of Premier and Cabinet Circular			#
Item 8	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$17.30 per night	#	#	#
Use of Private Motor Vehicle on Official Business					
Item 9	Private use of Motor Vehicle - up to 1600 cc	0.63 cents per km	#	#	#
Item 10	Private use of Motor Vehicle - between 1601cc and 2600cc	0.74 cents per km	#	#	#
Item 11	Private use of Motor Vehicle - over 2600 cc	0.75 cents per km	#	#	#
First Aid					
Item 12	Holders of St John's Ambulance	\$769 per annum*	\$788.20 per annum*	\$807.90 per annum*	\$826.30 per annum*
Item 13	Holders of current occupational first aid certification issued within the previous three years and in charge of a First aid room in a workplace of 200 or more	\$1,155 per annum*	\$1,183.90 per annum*	\$1,213.50 per annum*	\$1241.00 per annum
Remote Living Allowance					
Item 14	Remote Location (with dependants) Grade A Grade B Grade C	\$1806 pa \$2396 pa \$3199 pa	# # #	# ##	# # #
	Remote Location (without dependants) Grade A Grade B Grade C	\$1260 pa \$1679 pa \$2240 pa	# # #	# # #	# # #
Item 15	Remote Location Recreational Leave Travel		#	#	#
	By Private Vehicle	Appropriate casual Rate up to maximum of 2850 kms less \$44.55	#	#	#
	Other Transport (with dependants)	Actual reasonable expenses in excess of \$44.55 And up to \$298.25	#	#	#

	Other Transport (without dependants)	Actual reasonable expenses in excess of \$44.55 and up to \$147.30	#	#	#
	Rail Travel	Actual rail fare less \$44.55	#	#	#

* Subject to Award Increase/s

means amended in accordance with clause 7.5

5. This variation shall take effect on and from the first full pay period on or after 1 July 2014.

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

SERIAL C8212

**BUILDING, CONSTRUCTION AND RELATED CALLINGS (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Master Builders' Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 286 of 2014)

Before The Honourable Justice Walton, President

22 May 2014

ORDER

The Commission orders that:

1. The duration of the Building, Construction and Related Callings (State) Industrial Committee published 16 September 2005 (353 I.G. 899), be extended for a further period of three (3) years.
2. This order shall take effect from 22 May 2014.

M. J. WALTON *J, President.*

Printed by the authority of the Industrial Registrar.

SERIAL C8216

**CHARITABLE INSTITUTIONS (PROFESSIONAL PARA-MEDICAL
STAFF) (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(No. IRC 296 of 2014)

CORRECTION

- A. The variation to the Industrial Committee of 1 May 2014, Serial C8208, published 9 May 2014 (376 I.G. 324), is corrected as follows:
1. For the title "Charitable Institutions (Professional Staff Social Workers) (State) Industrial Committee" appearing at the top of page 324, substitute the following:

**CHARITABLE INSTITUTIONS (PROFESSIONAL PARA-MEDICAL
STAFF) (STATE) INDUSTRIAL COMMITTEE**

2. For the words "Charitable Institutions (Professional Staff Social Workers) (State) Industrial Committee" appearing in instruction 1., substitute "Charitable Institutions (Professional Para-Medical Staff) (State) Industrial Committee".

G. M. GRIMSON *Industrial Registrar.*

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SERIAL C8220

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA14/3 - Kimbriki Environmental Enterprises Pty Ltd Administration Staff Enterprise Agreement 2013 - 2016**

Made Between: Kimbriki Environmental Enterprises Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA12/2.

Approval and Commencement Date: Approved 3 April 2014 and commenced 1 July 2013.

Description of Employees: The agreement covers administrative employees employed by Kimbriki Environmental Enterprises Pty Ltd at Kimbriki Road, Terrey Hills NSW 2084, who would otherwise fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

EA14/4 - Kimbriki Environmental Enterprises Pty Ltd Operational Staff Enterprise Agreement 2013-2016

Made Between: Kimbriki Environmental Enterprises Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA12/3.

Approval and Commencement Date: Approved 3 April 2014 and commenced 1 July 2013.

Description of Employees: The agreement covers operational employees, that is Works Coordinators and Centre Attendants employed by Kimbriki Environmental Enterprises Pty Ltd, at Kimbriki Road, Terrey Hills NSW 2084, who would otherwise fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.