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SERIAL C7687

**CARE WORKER EMPLOYEES - DEPARTMENT OF FAMILY AND
COMMUNITY SERVICES - AGEING DISABILITY AND HOME CARE
(STATE) AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(No. IRC 1661 of 2011)

Before Commissioner Connor

28 October 2011

AWARD

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2. Title

This Award shall be known as the, Care Worker Employees - Department of Family and Community Services - Ageing Disability and Home Care (State) Award 2011.

3. Application

This Award was negotiated between the Director Public Employment, Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services and United Voice - NSW Branch.

4. Area, Incidence and Duration

This Award shall apply to persons employed in the classifications contained in Part I, Monetary Rates - Table 1 Salaries

This award rescinds and replaces the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2008 published 28 August 2009 (368 I.G. 1271), and all variation thereof

This award is to become operative from the first full pay period to commence on or after 1 September 2011 and will expire on 31 August 2012.

5. Future Awards

The parties agree that they will commence negotiations for the next Award to achieve improved performance of Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services not less than six (6) months prior to the Agreement expiring.

5A. No Extra Claims

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

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

6. Definitions

"Award" - means the Care Worker Employees - Family and Community Services - Ageing Disability and Home Care (State) Award 2011.

"Casual employee" - means an employee engaged by the hour and paid as such and who works less than 20 hours per fortnight. Where a casual employee works above 20 hours per fortnight it is to be for temporary and relief purposes only.

"Competency Assessor" - An employee called upon by the employer to undertake the role of a Workplace Competency Assessor and any other role associated with the Care Workers Professional Development Program.

"Domestic Assistance Duties" - refers to assistance with domestic chores, including assistance with cleaning, dishwashing, clothes washing and ironing, shopping and bill paying and meal preparation where this is one component of the overall occasion of service.

"Employer" - means the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services .

"Employee" - means a person employed by the Home Care Service Division within the scope of this Award.

"Engagement" - means time on the job with the client(s), joined by the time taken to travel between clients, meal breaks, crib breaks and rest periods. Typically, this will be a series of tasks one after another.

"Family" - includes traditional family relationships, non traditional relationships and culturally based equivalents.

"Fixed Term Contract" - means an employee who has been employed specifically for a fixed term of employment.

"Full-time Employee" - means any employee who is regularly rostered to work between 70-76 hours per fortnight.

"Overnight Care" - means care to clients overnight where the employee receives reasonable rest periods during the night.

"Part-time Employee" - means any employee who is regularly rostered to work less than 70 hours per fortnight but no less than 30 hours or more per fortnight. Provided that the minimum part-time hours shall be no less than 20 hours per fortnight during the transition arrangements period of this Award or where such employees meet the criteria identified at clause 7(i) of the Memorandum of Understanding between the LHMU and DADHC dated 27 May 2009.

"Permanent Relief Care Worker - means a Care Worker employee specifically employed to undertake relief task resulting from planned and unplanned Care Worker leave. Relief Care Workers are appointed as such and provide the full range of Home Care services to clients.

"Presenter" - means an employee designated by the Branch to prepare and present Branch based training programs to groups of employee's as distinct from one on one "on the job" training.

"Service" - means the Home Care Service of New South Wales.

"Task" - means the smallest discrete unit of an engagement. Examples of tasks may include; an incident of travel time, a specific client service, or a meal break. A client receiving 2 hours of service, 1 hour of housework and 1 hour of personal care, as 2 tasks - one for each service type.

"The parties" - means the Union and the Department.

"Union" - means United Voice - NSW Branch. (UV).

7. Grievance/Dispute Settling Procedures

- i. All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduate steps for further attempts at resolution at higher levels of authority within the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, if required.
- ii. An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- iii. Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the employee to advise their immediate supervisor, the notification may occur to the next appropriate level of management, including where required, to the Director General, Department of Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services or delegate.

- iv. The immediate supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- v. If the matter remains unresolved with the immediate supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (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 Area or Regional Manager.
- vi. The Area or Regional Manager may refer the matter to the Regional Director for consideration.
- vii. If the matter remains unresolved, the Area or Regional Manager 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.
- viii. An employee, at any stage, may request to be represented by their union.
- ix. Notwithstanding the above, either party may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures. The decision of the New South Wales Industrial Relations Commission must be accepted by the parties, subject to any appeal availability.
- x. Whilst the procedures outlined in the subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

8. Consultation

If, during the course of this Award, the employer requires employees covered by this Award to undertake tasks outside the parameters normally and reasonably prescribed by the Department of Ageing, Disability and Home Care, the parties shall meet to negotiate appropriate rates of pay and conditions. Whilst those negotiations proceed, on a without prejudice basis, employees will be paid for such tasks at Higher Duties - Care Worker Grade 4 pursuant to clause 16 of this agreement.

Trial/Implementation of non-paper based time and attendance system

- (i) The parties to this award agree to consult on future technologies for electronic time and attendance capture and/or any other non-paper based time and attendance system proposed to be utilised for the purpose of recording attendance of Care Workers at the clients' residence.
- (ii) Trials/implementation of non-paper based time and attendance systems will be conducted subject to the following:

A Joint Implementation Committee, comprising of but not limited to representatives of each of the parties to this Award will be established. The purpose of the Joint Implementation Committee is to examine the possibilities of a non-paper based time and attendance system through various trials and pilot projects where the technology/systems can be assessed for suitability. The consultation working party will ensure the trial(s) is (are) conducted with as little disruption to normal work as possible, and that no employee is disadvantaged as a result of the trial. The Joint Implementation Committee will also ensure that each affected employee receives proper training in the use of the proposed time and attendance technology.

For the purposes of any trial (s) clause 22C of this Award shall be disregarded. Employees in Branches not participating in the trial (s) will continue to be subject to clause 22C.

All Care Workers in a Branch participating in a trial (s) of a non-paper based time and attendance systems are required to fully participate in that trial.

- (iii) At the conclusion of the trial(s) the Joint Implementation Committee shall meet and assess the effectiveness of the time and attendance system(s) and shall report on any difficulties encountered during the trial(s) and/or any proposals for improvements to the system(s).
- (iv) Following the trial(s) Home Care may implement the non-paper based time and attendance technology agreed to best suit the operation of Home Care. If such a decision is taken the technology will be implemented throughout Home Care's state-wide Branch network.
- (v) Where agreement cannot be reached on implementation, the assistance of the NSW Industrial Relation Commission may be sought by either party.

PART B

EMPLOYMENT CONDITIONS

9. Contract of Employment

A. Employment Conditions

- i. An employee may be engaged as a full-time, part-time, casual or fixed term contract employee. An employee shall be notified in writing at the point of hire of their employment status, grade/classification and level of contract hours.
- ii. Employees other than casuals shall be rostered for 2 weekly periods and their employment shall be terminated by 2 weeks notice on either side to be given at any time during the week or by the payment or forfeiture, as the case may be, of the difference between the notice given and 2 week's wages in lieu thereof.
- iii. Notwithstanding the provisions of this clause the employer or its representative shall have the right to terminate an employee at any time for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and shall be liable only for payment up to the time of dismissal.
- iv. On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the class of work employed upon and when the employment terminated.
- v. Where due notice of termination of employment has been given, all monies which are due shall be paid to the employee concerned no later than three (3) working days following date of termination. Monies shall be paid into the former employees wages account.

B. Full-time employment

- i. A full-time employee shall be an employee who is employed to work a minimum of 70 hours per fortnight and a maximum of 76 hours per fortnight.
- ii. Full-time employees shall be entitled to Annual Leave, Long Service Leave, Public Holidays, Sick Leave and like conditions of this Award on a full time basis of 76 hours per fortnight.

C. Part-time employment

- i. A part-time employee shall receive the appropriate hourly rate of pay prescribed in Part I. Monetary Rates - Table 1 Salaries, of this Award, calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

- ii. Part-time employees shall be entitled to Annual Leave, Long Service Leave, Public Holidays and like conditions of this Award on a pro-rata basis. Sick Leave shall be based on the upper level of contract hours as prescribed in per Clause 34 - Sick Leave, of this award.
- iii. Part-time employees shall be offered all additional hours of work, in accordance with Clause 13 - Distribution of Hours, wherever practicable to do so before new employees are employed so that part-time employees may obtain increased regular hours (and where practicable to create full-time positions as per Clause 9 - Contract of Employment), of this Award.

D. Uncontracted employees

Contract hours shall not apply to permanent employees who were employed before the 1992 Award became operative and whose ordinary hours are less than 20 hours per fortnight. Such employees shall remain as part-time employees. Employees who are not covered by contract hours shall be offered additional work, wherever practicable, in order to increase their working hours to such a degree that they shall be covered by contract hours.

E. Casual employment

- i. Employees who work less than 20 hours per fortnight shall be employed as casuals and therefore shall not receive contract hours.
- ii. A casual employee is employed and paid by the hour and shall receive the hourly rate of pay prescribed in Part I. Monetary Rates - Table 1 Salaries, of this Award, plus a casual loading of 20% of the appropriate hourly rate of pay for all duty performed. This amount shall be the ordinary rate of pay for casual employees and is inclusive of compensation for Annual Leave, Sick Leave and Public Holidays. The ordinary hourly rate for casuals shall attract the appropriate loadings or penalties as outlined in this Award.
- iii. The hourly rate of pay prescribed in paragraph (ii) hereof shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- iv. Casual employees shall receive a minimum payment of one (1) hour for each engagement subject to the provisions outlined in Clause 12 - Hours of Work, of this Award.
- v. The employment of a casual employee may be terminated by one hour's notice.

F. Probationary Period

The employment of permanent employees without previous service employed subsequent to certification of this Award shall be subject to a probationary period of up to three months. During the first four weeks of employment such employees may be terminated with one day's notice. Provided that the employer and employee may agree in writing to reduce or exclude altogether the probationary period.

No probationary period shall apply to employees transferring from one grade to another, save for the balance of any probationary period arising from the initial engagement and which remains in force at the time of transfer between grades.

The probationary period is subject to the procedures contained in PART C, 10 "Probationary requirements for new employees" of the Home Care Service Personnel Policies and Procedures.

10. Conversion to Permanent Employment

1. This clause only applies to a regular casual employee:

- (i) A "regular casual employee" means a casual employee who is employed by the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least six (6) months.

2. A regular casual employee who has been engaged by the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services for at least six (6) months, may elect (subject to the provisions of this clause) to have his or her contract of employment converted to permanent employment.
 - (i) The employee will be converted to a contract band in accordance with clause 11 of this Award.
 - (ii) The appropriate contract band will be determined by taking an average of the hours worked by the employee over the preceding six (6) months less 15% and employment will be offered within the corresponding band e.g. a casual employee averages 42 hours over twelve months, less 15% equals average of 35.7 hours. Therefore the employee must be offered a 30-hour contract.
 - (iii) Nothing in this clause prevents the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services from offering a contract at a higher level than that arrived at by following the process specified in sub-clause 10(2)(ii).
 - (iv) Nothing in this clause requires the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services to offer permanent employment to an employee who, after following the process specified in sub-clause 10(12)(ii), averages less than 30 hours a fortnight.
3. Where a regular casual employee seeks to convert to permanent employment, the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services may consent to or refuse the election, but only on reasonable grounds. In considering a request, the Home Care Service may have regard to any of the following factors:
 - (i) Initial employment through some form of merit selection
 - (ii) the size and needs of the Branch in which the employee works;
 - (iii) the nature of the work the employee has been doing;
 - (iv) the qualifications, skills, and training of the employee;
 - (v) the employee's personal circumstances, including any family responsibilities;
 - (vi) ongoing availability of work
 - (vii) satisfactory performance and conduct record
 - (viii) any other relevant matter.
4. Where it is agreed that a regular casual employee will have his or her employment converted to permanent employment as provided for in this clause, the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services and the employee must discuss and agree upon to which contract band the employee will convert. Consistent with the process outlined at 10(2)(ii), 10(2)(iii).
5. The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
6. An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award. Unless at the employees request or as a result of their individual circumstances
7. Nothing in this clause obliges a regular casual employee to request conversion to permanent employment, nor permits the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services to require a casual employee to so convert.

8. Nothing in this clause requires the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services to convert the employment of a regular casual employee to permanent employment if the employee has not worked for six (6) months or more for the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.
9. Nothing in the clause requires the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services to increase the hours of a regular casual employee seeking conversion to permanent employment. The allocation of work must be in accordance with Clause 13 of this Award-Distribution of Hours.
10. Any dispute about a refusal of an application to convert a contract of employment or about the matters referred to in sub-paragraph 10(3) must be dealt with in accordance with the provisions of clause 7 - Grievance/Dispute Settling Procedure.

11. Contract Hours

(i) Contract Bands

Employees, other than casuals, shall be given contract hours on a fortnightly basis.

The following table sets out the levels of contract hours:

Column 1 Contract hours	Column 2 Actual hours worked
30	30 - 39
50	50 - 59
70	70 - 76 (Full time)

Contract hours, as specified in column 1, shall be based on the Monday to Friday hours of work for Monday to Friday employees and Saturday to Friday hours for Saturday to Friday employees.

Contract hours specify the minimum hours the employee must work and the minimum payments that an employee shall receive.

An employee on contract hours, as specified in Column 1, must accept work up to and including the corresponding range of hours in Column 2 where this request is reasonable and within the employee's agreed availability. An employee may accept additional hours above the corresponding range by the agreement of both parties.

Employees who are unable to be offered at least their contract hours in work shall be paid the difference between the work that has been offered and their minimum level of contract hours.

Employees may progress from one level of contract hours to another on the basis of a 12 monthly review with the following hours required to have been worked on average per fortnight over the preceding 12 months to move onto that contract band. This review will occur in August 2009, August 2010 and August 2011. Should evidence be available to demonstrate successful transition to the identified establishment model, the August 2011 review will not be required. That is merit based selection to identified vacancies has been suitably achieved.

Contract Band	Averaged fortnightly hours over preceding 12 Months
30	36
50	59
70	74

(ii) Progression in Contract Level

Employees may progress from one contract level to another by way of internal expressions of interest, in which merit based selection principles shall apply. Vacant positions will only be advertised externally in the event positions cannot be filled internally.

(iii) Reduction of Contract Hours

An employee may request a reduction in contract level. The branch will only comply with this request after receiving such request from the employee in writing.

(iv) Transition to 30, 50 and 70 Contract levels.

On certification of this Award current employees on contract bands of 20, 40 and 60 may elect to increase their existing contract level to the next available contract level or remain on their existing contract level during implementation of this provision. The implementation period will conclude at 1 September 2010.

12. Hours of Work

A. Ordinary Hours

i. The ordinary hours of work shall be up to and including 76 hours per fortnight Saturday to Friday. All hours worked on weekends and outside 6.00 am to 6.30 pm Monday to Friday shall attract the appropriate penalties as per Clause 24 - Penalty Rates for Ordinary Time and Weekends.

ii. Subject to Clause 24 - Penalty Rates, of this award the ordinary hours of work exclusive of meal times shall not exceed 8 hours per day or 76 hours per fortnight, Saturday to Friday.

B. Minimum Start

Employees (including casuals) shall receive a minimum payment of two (2) hours for each engagement. Provided that in the case of Personal Care services, Respite Care services to Personal Care clients (and service where there is a genuine inability to roster for two (2) hour minimum start) the minimum start shall be one (1) hour.

C. Breaks between shifts

Employees shall be rostered in such a way that they receive at least 8 consecutive hours break within any 24 hour period. Should an employee not receive such a break then the employee shall receive overtime rates for all time actually worked during subsequent work days until such time as an 8 hour break is received. This clause shall operate subject to availability nomination as per sub-clause L of this clause

D. Travel Time

All travel time between clients during an engagement shall be regarded as time worked for all purposes of the Award.

E. Rest Period

Rest periods shall be allowed where necessary in accordance with current practice. The intervals shall not exceed ten (10) minutes and shall be part of the time worked without deduction in pay.

F. Meal Break

- i. A meal break of not less than thirty (30) minutes or more than sixty (60) minutes shall be allowed for employees who work continuously for five (5) or more hours during their ordinary hours of work.
- ii. No employee shall be required to work more than five (5) hours continuously without a meal break (or a crib break) after commencing their daily work.
- iii. Where the nature of the work does not allow for the taking of a meal break a paid twenty (20) minute crib break shall be taken.

G. Notification of hours

As far as possible the employer shall fix the time of duty in a flexible way to meet the needs of the client and the employee.

H. Rosters

All employees shall receive a roster setting out the following fortnights work, where appropriate. Such rosters shall be based upon agreed availabilities between the employee and the Branch.

I. Client Details

Employees must receive appropriate instruction or training before attending a new client, or being required to deliver a new service or skill.

In addition, employees shall be provided with relevant client details in writing to enable them to undertake the duties as directed (including relief clients).

Where written procedures are unable to be provided due to short notice, verbal instructions are acceptable but must be confirmed in writing.

J. Days off per fortnight

All employees shall be rostered in such a way that they receive at least one (1) day off per week. If there is agreement between the employee and the Branch this may be taken as two (2) days off per fortnight.

K. Availability for fortnightly roster

Employee's are not on call, unless as designated so by the Branch in accordance with the on call provisions contained in Clause 19 - On Call, of this award.

Availability must be agreed between the employee and their supervisor in a fair and reasonable manner with the needs of both parties being considered. The agreed availability is then recorded in an availability register (See Appendix A).

L. Availability Conditions

Employees shall make themselves available in accordance with the following table. That is they must select the minimum number of availability time/periods in accordance with the employee's current contract level. Employees, increasing in contract level or new employees engaged on a contract of 50 hours per fortnight or more must be available for work on a Saturday to Friday basis in accordance with the table below. Provided that the entitlement of existing permanent employees employed as at the date of certification of this Award to increase contract bands without being required to nominate availability during a weekend period will not be affected in those circumstances where a contract may have been increased under the LHMU and Home Care Service of NSW (Field Staff) Enterprise Agreement 1999.

Note: A maximum of two (2) six hour time periods can be utilised for each 24 hour period.

Employees retain the option within their availability of whether they receive an 8 consecutive hour break or a 10 consecutive hour break within any 24 hour period.

Contract Level	Minimum number of Availability Time Periods	Weekend Availability for Saturday - Friday employee's
30	8 x 6hrs	
50	12 x 6hrs	1 in 4
70-76	16 x 6hrs	2 in 4

Availability must be agreed, within the service hours available in the Branch, between the employee and the employer prior to the availability being accepted and activated.

Availability, once agreed, will remain in place for a period of 3 months and may only be altered during this period in extra-ordinary circumstances. Following the expiry of the three month period either party may initiate discussion on changes to the agreed availability and nominated break between shifts.

The employer shall not require an employee to work ordinary hours outside their agreed availability.

In the event of a dispute between an employee and the employer regarding availability, clause 7 - Grievance/Dispute Settling Procedures of this Award shall apply.

(i) Transition to Availability provisions

Availability provisions in place at the commencement of this Award with regard to all availability will remain active for a period of approximately eighteen months from certification of this Award to facilitate a transition period (i.e. until 1 September 2010).

Employees who elect to remain on contract levels of 20, 40 and 60 for the implementation period as prescribed by Clause 11 (iv) Contract Hours will be required to provide availability consistent with the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006.

M. Refusing Work

Employees will only be able to refuse work where either:

- * it is outside their agreed availability
- * they are rostered beyond their maximum contract range
- * fair and reasonable notice has not been given
- * there are extenuating circumstances

13. Distribution of Hours

Home Care will distribute hours of work to Care Worker teams established in geographically based areas within the Branch. Each team will consist of a number of Care Workers of different grades and contract levels which most effectively meet the client work load.

For the purposes of this clause "geographically based teams" shall mean the area within which the clients of a particular team are located.

All members of a team shall recognise the right of all team members to an equitable distribution of work in accordance with agreed skills, contract levels, grade and availability. Team members will act constructively, exercise tolerance and acknowledge the views of other team members, and utilise the Care Worker Self Rostering Checklist when seeking additional work or changes to existing work.

Where work arising from planned leave, unplanned leave or other additional work cannot be undertaken by the relief Care Worker it must first be offered to permanent employees (within the Team) considering the following::

- i. Staff who have fallen below contact hours
- ii. Staff who have lost clients recently for reasons such as death, hospitalisation or through legitimate clients self determination
- iii. Staff who have notified the branch that they want more work, the work is available and is within their agreed availability

Service Co-ordinator must consider the following issues in determining the distribution of work:

- i. Identify those staff who possess the necessary skills as determined by the Service Co-ordinator;
- ii. All Occupational Health and Safety implications of the service to be provided have been considered;
- iii. The cost effectiveness of providing the service has been considered
- iv. The client's choice of employee has been considered and where that preference is for a legitimate reason. Any dispute as what constitutes a legitimate reason shall be dealt with pursuant to clause 7 Grievance/dispute settling procedure.

Permanent employees within the team shall have first opportunity to perform any additional work before casuals and contractors, subject to availability, appropriate training and the work being performed at ordinary time rates of pay. If work is allocated to a casual employee in the first instance, it must then be advertised at the first opportunity to permanent employees within the team where the work exists. Where the appropriate team cannot do the work, neighbouring teams will be offered the work, where cost effective, prior to the work being offered to other providers.

Note: Any work unable to be undertaken by the team remains the responsibility of the Service Coordinator for rostering purposes.

14. Self Rostering

1. Self Rostering is the practice of providing opportunity for Care Workers to re-roster services to better suit the changing requirements of either their clients or themselves.
2. Self Rostering is only to be undertaken by a Care Worker in such a way that the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services incurs no additional costs in relation to payment of hours, overtime and penalties for time worked arising from changes to the original roster.

For the purposes of the above, additional cost shall not be taken to include the travel allowance as provided for in this Award.

3. When a Care Worker or client wishes to change the date and/or time of service, then both the Care Worker and client may negotiate the change between themselves to reach a desired solution that is agreeable to both parties (see Appendix E Guidelines to use when Initiating Changes to Client Service).
4. Self Rostering is not to be utilised in substitution for normal leave provisions i.e. sick and/or annual leave.
5. One Off Short Term Changes:

Care Workers are authorised to make one-off short term changes to their roster without notifying their service co-ordinator or the branch provided there are no award implications (see Appendix D, Care Worker Self Rostering Checklist) or increased costs associated with the change.

6. Changes made to rosters are to be recorded on either the back or front of the Care Worker timesheet for the fortnight in which the change occurred. Full details including client's name, number, day/date and time the service was provided and any kilometres incurred must be recorded.
7. Where either the client or Care Worker wishes to change the date and/or the time of a rostered service, and agreement cannot be reached between the parties, the service co-ordinator must be contacted to arrange a satisfactory alternative solution.
8. Permanent Changes:

If either the care Worker or the client wish to make a permanent change to a client's date and/or time of service they may negotiate this however, permanent changes must be discussed with, and agreed to, by the Service Co-ordinator prior to final confirmation of the change with the client.

15. Gradings and Advancements

Upon being employed by the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services employees shall be graded and/or advanced into one of the following grades based on the Guidelines as per Appendix F.

A. Care Worker Grade 1

Employees engaged at this level shall be employed as Grade 1 employees and shall be required to perform Grade 1 duties only. Optional training shall be provided to employees at this level to equip employees to apply for Grade 2 positions. Employees may enhance their knowledge, skills and experience through opportunities to multi-skill.

Grade 1 employees shall work on weekdays only and will not be required to work on public holidays.

B. Care Worker Grade 2

An employee at this level shall be able to work without direct supervision and shall be competent in carrying out simple Personal Care, Housekeeping and Repetitive Upkeep tasks, where these duties have a slight to moderate impact on the work/worker from client behaviours or household environment. Optional training shall be provided to employees at this level to equip employees to apply for Grade 3 positions.

C. Care Worker Grade 3

An employee who has completed the training in Grade 2 or who demonstrates they meet the requirements of Grade 2 and have the skills to complete more complex tasks, may apply for positions at Grade 3.

Positions in this Grade shall be advertised within a Home Care Branch or geographical area and shall be filled internally. Grade 3 positions shall only be filled externally if the position cannot be filled internally.

Employees at this level will perform the duties of a Grade 2 employee and perform complex work where there is a moderate to pronounced impact on the work/Worker from client behaviours and/or the household environment. Grade 3 employees will be involved in on the job training of employees where required.

D. Home Aides and Handypersons

Home Aides are staff who were employed prior to June 1992 and were unable or unwilling to be graded upon implementation of the 1992 Field Staff Award. Home Aides are not covered by contract hours. Home Aides cannot be employed after June 1992.

Handypersons are staff who were employed prior to June 1992 as Handypersons and were unable or unwilling to do the full range of duties required to be graded.

Handypersons who are employed post June 1992 can only be employed to specifically undertake Handypersons duties only and must be given contract hours.

Notwithstanding the above, should a dispute arise as to the nature of work that has been allocated to an employee, the parties in the first instance shall rely upon Clause 7 - Grievance/Dispute Settling Procedures, of this Award to resolve the matter.

E. Permanent Relief Care Worker

Permanent Relief Care Workers are employed specifically to undertake relief work resulting from both planned and unplanned leave within the branch. The relief Care Worker shall be employed on a permanent basis consistent with the grading levels and work requirements provided in this Award, which enables the employee to be adequately skilled and available to undertake the required relief work as determined by the branch.

Relief Care Workers shall be offered employment at a contract level and Grade consistent with the needs of the branch. Availability requirements of clause 12 shall apply in full to Permanent Relief Care Workers.

Relief Care Workers are appointed as such and provide the full range of Home Care services to clients as required by the Branch.

Nothing in this Award shall prohibit Relief Care Workers form expressions of interest in other roles within Home Care as vacancies arise.

Permanent Relief Care Workers will only be requested to perform service where the employee has sufficient skills to perform the required tasks/duties.

16. Higher Duties/Multi-Skilling

A. Purpose

The purpose of this Clause is twofold. Not only will it enhance the skills of Grade 1 and Grade 2 employees by providing the opportunity to multi-skill, it is also recognised that it will share the load of Grade 2 and complex Grade 3 work amongst all employees that will contribute towards safer rostering practices.

The parties agree that the following is a policy that will contribute towards the development of long term arrangements to address issues such as the mix of work and self rostering.

The parties will continue to promote opportunities for employees who wish to increase their contract hours.

B. Multi-skilling

- i. Grade 1 employees may perform Grade 2 work where the Grade 2 work does not exceed 50% of the Grade 1 employee's minimum level of contract hours.
- ii. Grade 2 employees may perform Grade 3 work where the Grade 3 work does not exceed 50% of the Grade 2 employee's minimum level of contract hours.
- iii. Grade 1 employees who undertake more than 50% of their minimum level of contract hours performing Grade 2 work in the fortnightly period shall be paid at the Grade 2 rate for all hours worked in the fortnightly pay period.

Grade 2 employees who undertake more than 50% of their minimum level of contract hours performing Grade 3 work in the fortnightly period shall be paid at the Grade 3 rate for all hours worked in the fortnightly pay period.

Permanent minimum level of contract hours	50% of Contract Hours
30	15
50	25
70	35

- iv. Higher duties work will only be performed where the employee has the skills to perform the duties.
- v. Grade 1 employees retain the option to accept or reject Grade 2 work.
- vi. Grade 2 employees retain the option to accept or reject Grade 3 work.
- vii. Where Grade 3 hours are worked by Grade 2 employees, the Grade 3 work will be included for the purposes of reviewing contract hours.
 - (a) Should the employee choose to no longer perform permanent Grade 3 work, Home Care will review the contract level to determine if it can be maintained with only Grade 2 work.
 - (b) Where the contract cannot be maintained, the contract will return to the original contract level.
- viii. A request by a Grade 1 employee to perform Grade 2 work will only be considered in writing from the employee to the employer. Refer Appendix B - Higher Duties/Multi-skilling Agreement, of this Award.
- ix. A request by a Grade 2 employee to perform Grade 3 work will only be considered in writing from the employee to the employer. Refer Appendix B - Higher Duties/Multi-skilling Agreement, of this Award.

C. Travel time

- i. Where an employee is performing work which is paid at a higher rate, they shall be paid the time taken to travel to the job and from the job at their classification rate.
- ii. Where the higher duties jobs are linked together by the time taken to travel between clients then the time taken to travel between the clients shall be paid at the higher rate of pay.
- iii. It is not intended to roster employees with gaps between clients to avoid payment under ii. above.

D. Higher duties

Subject to subclause B(vii) of this clause, an employee called upon by the employer to perform work of a grade paid at a higher rate shall be paid at the higher rate for the actual time spent performing the duties. Higher duties work will only be performed where the employee has sufficient skills to perform the duties.

- (i) Payment for Leave whilst performing higher duties
 - (1) Where an employee proceeds on leave; and
 - (a) the employee is employed in a Grade 1 or Grade 2 position; and
 - (b) the employee is currently called upon to perform higher duties as a Grade 2 or Grade 3; and

- (c) has been called upon to perform higher duties for a continuous period of twelve months or more in a Grade 2 or Grade 3 position;

the employee will be paid leave at the applicable higher duty rate.

- (2) Continuous service prior to the making of this Award will be taken into account in calculating leave

- (ii) Higher duties - Administrative tasks

An employee called upon to act in positions within the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, other than those under this Award, shall be paid the appropriate hourly rate applicable to that position. Where such rates are lower than the employee's ordinary rate of pay, the ordinary rate of pay will be paid.

- (iii) Care Worker Grade 4

An employee at this level may perform one or more of the following tasks:

- (a) Presenter, preparing and presenting training programs to groups of employee's.
- (b) Workplace Competency Assessor, undertaking the tasks required of the Care Workers' Professional Development Program.

E. Promotion to Grade 3 positions

- i. Grade 2 employees who are performing regular Grade 3 work shall be deemed competent to undertake such work on a permanent basis and such experience will be taken into consideration in the selection process to vacant Grade 3 positions.
- ii. Where the contract hours of the vacant Grade 3 position is less than those currently worked by the Grade 2 applicant, the Grade 3 contract hours being offered by the Branch may be increased upon request from the employee by a maximum of (1) one contract level only.

17. Motor Vehicle Insurance

All employees (including casuals) will be required to obtain and provide proof of third party property motor vehicle insurance as a condition of their employment.

Third party property motor vehicle insurance will be checked annually, at the same time vehicle registration and drivers' licences are checked.

Employee's have a duty to notify Home Care if they are unable to maintain their motor vehicle insurance, vehicle registration or driver's licence, during the course of their employment.

18. Fixed Term Contracts

The purpose of implementing an additional classification for employee's to be employed on a fixed term contract basis has been established for limited use in the following specific circumstances.

Short term non-recurrent funded services;

Genuine situations of isolation where no other staff are available to provide services;

Relief situations where existing care Workers cannot carry out the work, i.e.: maternity leave

An employee can only be employed on a fixed term contract basis where it is consistent with the above circumstances.

The parties shall monitor the use of fixed term contracts every six months to ensure usage remains consistent with the above criteria.

All fixed term contracts must operate for a minimum of six (6) months and a maximum of twelve (12) months. Provided that, in special circumstances, with the agreement of the union, a fixed term contract can operate for 3 months.

Fixed term contract employees will only be employed where the agreed contract as outlined in Appendix C - Offer of Fixed Term Contract has been adhered to.

Branches shall notify the head office of the union in writing of an intention to enter into a fixed term contract a minimum of 4 weeks prior to the commencement of such contract. Provided that less than four weeks notification may be given in circumstances where the requirement for a fixed term contract becomes known to a branch at shorter notice, in which instance the branch will notify the union as soon as possible after it becomes aware of such requirement. The union may contact the Branch concerned directly in relation to such fixed term contract. Any disputes as to the existence and/or operation of such contract shall be dealt with pursuant to the provisions of Clause 7 Grievance procedure of this Award.

19. On Call

Employees who agree to be on call shall be paid 15% of the Grade 3 ordinary hourly rate whilst on call. Payment for time actually worked shall attract the appropriate loadings specified in Clause 24 - Penalty Rates, 25 - Overtime, or 26 - Public Holidays, of this Award. The on call arrangements operate outside normal office hours and weekends when the Branch office is closed. No employee will be required to be on call to perform grade 4 duties.

20. Client Cancellation

- i. Where an employee is given notice before 5pm the day before the rostered service was to take place that a client shall not be requiring service then no payment shall be made to the employee, except as provided for in Clause 26 - Public Holidays, of this Award.
- ii. Where an employee is given notice after 5pm the day before the rostered service or where an employee arrives at the client's home and the client is not there:
 - (a) The Branch will, as soon as possible following receipt of advice of a cancelled shift, follow the protocol steps set out below to ensure every opportunity to replace work lost through cancellations is taken to replace that cancelled work with another job of the same or greater duration.

Step 1 - The Branch will examine all non-allocated work, including work to be or being performed by contractors within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 2 - The Branch will examine all work being performed by casual employees within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 3 - The Branch will examine all work being performed as overtime within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 4 - The Branch shall, in identifying work as set out in steps 1, 2 and 3, recognise temporarily amended availability in respect to an affected employee who has advised availability outside the nominal availability previously advised in accordance with clause 12 of this agreement for the purpose of obtaining work to replace cancelled shifts.

Step 5 - The Branch shall offer any work identified within steps 1, 2 and 3 to an affected employee.

Work within neighbouring teams need not be examined where it is impracticable to offer that work to the affected employee due to inordinate travel requirements.

- (b) Where the Branch is unable to find replacement work during the same pay period then the employee shall be paid for the cancelled task up to a maximum of 1 hour.
 - (c) Where an employee fails to notify the Branch of a client cancellation or where an employee refuses appropriate replacement work, the employee will not be paid for the cancelled task.
- iii. Additional work which had been advised to an employee prior to a cancellation shall not in any circumstances be regarded as a replacement for work subsequently cancelled.

21. Termination Change and Redundancy Provisions

A. Introduction of Change

(a) Employer's duty to notify

- i. Where an employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by proposed changes and the Union.
- ii. "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change

- i. The employer shall discuss with the employees affected and the Union, the introduction of the changes referred to in paragraph A (a) hereof, the effects the changes are likely to have on employees, 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.
- ii. The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph A (a) hereof.
- iii. For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the Union 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 be inimical to the employer's interests.

B. Inability to meet contract hours

(a) Where a Branch cannot maintain Care Worker's contract hours the following process will apply:

- i. identify any hours which may be available through staff turnover, prior to employment of new staff;
- ii. review and distribute where appropriate to the contracted employee's work hours currently being undertaken by casuals;
- iii. hours should be distributed where appropriate from other staff who have work over and above their existing contract levels;

- iv. investigate the option of suitable transfers to other locations;
 - v. affected staff should be given priority where appropriate for any additional hours available through new referrals.
- (b) A decision will need to be made as to whether to pursue a reduction in contract hours and/or redundancy. At this point the Manager will be required to notify the Regional/Area Manager and the Union before the following steps are taken:
- i. the Branch will initially consult with employee's to determine if any employee's are prepared to accept a reduction in contract hours;
 - ii. if no employee's are willing to reduce their contract hours, the Manager will make a recommendation to the Regional/Area Manager as to which employee's they have identified for a reduction in contract hours;
 - iii. the decision to reduce contract hours shall be fair and objective taking into consideration the skills, classification, service and history of work performance of the affected employee(s);
 - iv. where a reduction has occurred, the affected employee(s) will be offered any appropriate available work. If this results in the employee's hours increasing to the next level the employee's original contract level should be re-instated as a priority;
 - v. if reductions in contracts are not deemed a suitable option the Manager will make a recommendation to the Regional/Area Manager to offer a voluntary redundancy;
 - vi. if the necessary reduction is greater than 1 contract level, an offer of voluntary redundancy will be made.

C. Redundancy and retrenchment

Discussions before terminations

- i. Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to continue, and that decision may lead to termination of employment, or the employer has made a definite decision not to maintain the contract hours of an employee the employer shall hold discussions with the employees directly affected and with the Union.
- ii. These discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (A (a) (i) hereof and shall cover, in addition, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- iii. For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of Workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

D. Definition of Redundancy And Retrenchment

- i. "Redundancy" refers to a position that is identified as surplus to the organisation's requirements or the employer decides not to maintain an employee's Contract Hours and the position is abolished. The person holding that position becomes excess staff. For the purpose of this clause a position refers to the contract hours given to an employee.

- ii. "Retrenchment" refers to the termination of excess staff.
- iii. The following procedure and/or payments shall be made for retrenched employees subject to changes from time to time to approved general New South Wales Public Sector provisions.
 - (1) Four weeks' notice or pay in lieu of notice; five weeks notice for those employee's forty five (45) years of age or over and who have more than 5 years service. PLUS
 - (2) Severance pay at the rate of 3 weeks per year of continuous service to a maximum of 39 weeks. PLUS
 - (3) The benefit allowable to the employee as a contributor to the State Authorities Superannuation Scheme or First State Super. PLUS
 - (4) Pro rata annual leave loading in respect of leave accrued at date of termination.
- iv. The voluntary redundancy package, in addition to the retrenchment package is available to employee's who accept the package within fourteen (14) days and the employee terminates employment within the time nominated by the employer. The voluntary redundancy package includes:
 - 2 weeks pay for less than 1 years service
 - 4 weeks pay for 1 to 2 years of service
 - 6 weeks pay for 2 to 3 years of service
 - 8 weeks pay for 3 years of service or more
- v. Persons exuded from the provisions of this clause shall be:
 - i. Employees engaged on a short term and/or casual basis.
 - ii. Employees on Workers' compensation or those awaiting determination of claims against the employer (on the basis that compensation for the termination may arise from that source).
 - iii. Employees subject to termination on the grounds of misconduct or unsatisfactory service.

PART C

REMUNERATION

22. Payment of Wages and Payslips

- A. All wages shall be paid fortnightly in the employer's time not later than the close of business Thursday in each pay week. The pay period shall end at mid-night Friday on the previous week.

Where wages are not available by close of business on the Thursday of each pay week the following arrangements will apply:

- i. Where an individual employee's total wages have not been received by close of business the Thursday of the pay week, the employee will be offered the following choices:
 - (a) payment to be corrected no later than the Friday of the pay week using an "ad hoc" payment. This means a centrally organised adjustment paid directly into the employee's nominated account or;

- (b) a "cash advance" for the difference between the total net wages that should have been paid and that amount paid no later than Friday of the pay week
- ii. Where a whole Branch of the Service is unable to pay their employees wages, due to technical problems by close of business on Thursday of the pay week, the Emergency Pay Procedures will be initiated.
 - (a) Emergency pay procedures require the employer to pay employees 100% of their previous ordinary pay period earnings.
 - (b) Where employees are overpaid, the Service will deduct the overpayment from the employees next pay period(s).

To proceed with b) above, the Service will be required to notify the employee in writing that an overpayment has occurred, stating the amount of overpayment and confirm that the overpayment will be deducted in their next fortnight's pay period(s).

- (c) Where employees are underpaid, under the Emergency Pay Procedures, all monies owed will be processed through an "ad hoc" payment and made available no later than close of business on the Friday of the pay period.

The Service will be required to notify the employee in writing that an underpayment has occurred, the amount of the underpayment, and confirm that the underpayment will be made available in an "ad hoc" payment.

- iii. Should a malfunction occur which prohibits the Service being able to pay employee's across the State their wages by Thursday of the pay week, the Service will initiate an Emergency Pay Procedure where all employee's will receive 100% of their previous fortnight's ordinary pay period earnings no later than Thursday of the pay period.
 - (a) Conditions as outlined in (ii) (b), (c) will also apply to (iii) above.
- B. Employees shall have their wages paid into one account with a bank or other financial institution in New South Wales that has access to electronic funds transfer. Wages shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees by the close of business Thursday in each pay week.
- C. The employer shall supply to each employee a time sheet that shall be written up and signed by the employee, from day to day in ink, showing the name and address of the employee and the hours worked by the employee.
- D. Before or at the time of payment of wages each employee shall be issued with a pay slip showing the date of payment, period covered by such payment, separate identification of payments at each grade, travel allowance and overtime and contributions made as superannuation. In addition thereto, the payslip shall also show accrued entitlements, excluding sick leave, and express those entitlements in year to date figures.

23. Time and Wages

The following procedure is to be used when rostering tasks and travel time for employees and will be used when determining payment of wages.

- i. That all tasks (including travel time) will be rostered in blocks of time to the nearest five (5) minutes.
- ii. Should the task time and/or travel time increase or decrease then, for the purpose of payment of wages, the rostered time may need to change.

- iii. The following situations are to be adopted in these instances:
- (a) when the engagement is exceeded by fifteen (15) minutes or more and the Service Coordinator agrees that the extra time is warranted or has been agreed to, then the engagement will be paid to the nearest five (5) minutes
 - (b) when the engagement is less than the time rostered by fifteen (15) minutes then the engagement will be paid to the actual time rounded to the nearest 5 minutes
 - (c) the rounding up or down will be as follows:
 - 1 or 2 minutes - round down
 - 3 or 4 minutes - round up
 - (d) if the engagement does not increase or decrease by more than fifteen (15) minutes either way the employee will be paid for the actual rostered time
 - (e) where the actual time is consistently different after the completion of the service, the Service Coordinator will be required to re-assess the service situation to determine if the rostered time should be altered permanently.

24. Penalty Rates for Ordinary Time and Weekend Work

A. Monday to Friday

Employee's who work outside the spread of hours of 6.00 am to 6.30 pm Monday to Friday shall be paid a loading of 25% for the actual time worked outside the spread of hours.

B. Weekend work

An employee who works during the weekend shall be paid time and a half for all work performed on Saturday and double time for all work performed on Sunday.

25. Overtime

A staff member may be directed by the Department to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account;

- (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- (ii) any risk to staff members health and safety;
- (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
- (iv) the notice (if any) given by the Department regarding the working of the overtime, and by the staff member of their intention to refuse overtime; or any other relevant matter.

A. Rates of pay

For all work directed to be done beyond eight (8) hours per day or seventy six (76) hours per fortnight the rate of pay shall be time and a half for the first two (2) hours and double time thereafter, such double time to continue until the completion of the overtime work. In computing overtime each day's work shall stand alone.

Return to work after overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

An employee (other than a casual employee or employee engaged on Overnight Care) who works so much overtime between the termination of such employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that he or she has not at least eight (8) consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such an employee resumes or continues work without having had such eight (8) consecutive hours off duty he or she shall be paid at double time until released from duty for such period and shall then be entitled to be absent until he or she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that an employee may, pursuant to clause 14L of this Award, elect to substitute a ten (10) hour break for the eight (8) hour break referred to in this subclause. An employee electing to substitute a ten hour break may not alter that election within a three month period following the election, except where there are extenuating circumstances and the employer agrees to such alteration.

B. Meal break before Overtime

Where the period of overtime is more than one and a half (1½) hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of thirty (30) minutes that shall be paid for at the appropriate ordinary rate.

An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment for any time allowed in excess of thirty (30) minutes.

C. Crib time

An employee working overtime shall be allowed a crib break of thirty (30) minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues work after such crib time.

D. Working during meals

An employee called upon to work during a recognised meal period as prescribed in Clause 12 - Hours of Work, of this Award, shall be paid overtime rates for all time so worked and such overtime shall continue to be paid until a meal break is allowed.

E. Meal money

An employee required to work overtime for more than two (2) hours without being notified on the previous day or earlier that she or he will be so required to work shall be paid an allowance for the purchase of a meal. Provided that the amount paid shall be equal to an amount determined by the Public Employment Office and published in the NSW Public Service Notices from time to time.

26. Public Holidays

- A. The days on which the following holidays are observed shall be holidays under this Award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State; and the picnic day of the Union which shall be held on the first Monday in August each year or another day to be taken which is mutually acceptable to the employer and employee and must be taken by 31 December each year.

B. Payment for public holidays

- i. Employees other than casuals shall be entitled to the above holidays without loss of pay. Where an employee would normally expect to work on such Public Holiday(s) and the client cancels the service either in the current or previous pay period where the Public Holiday(s) falls, then the employee shall be paid for that cancelled task at ordinary time.
- ii. Employees directed to work shall be paid at the rate of double time and one half. Where an employee only works a proportion of their rostered hours, they shall be paid at double time and one half for those hours worked and ordinary time for the remaining rostered hours.
- iii. For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of his or her working hours fall on the holiday, in which case all time worked shall be regarded as holiday work. Provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the work commenced.

C. Where in the State an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, other than by those covered by Federal Agreements, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of the Agreement, for employees covered by this Agreement who are employed in the State in respect of which the holiday has been proclaimed or ordered as required.

D. For the purposes of this Agreement:

- i. Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
- ii. Where Boxing Day falls on a Saturday the following Monday shall be observed as Boxing Day.
- iii. Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day.
- iv. Where Anzac Day falls on a Saturday or on a Sunday the following Monday shall be observed as Anzac Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
- v. The Union picnic day shall be the first Monday in August each year or another day to be taken which is mutually acceptable to the employer and employee and must be taken by 31 December each year.
- vi. By agreement between an employer and the Union delegates other days will be substituted for the said days or any of them.

27. Additional Payments and Allowances**A. Overnight Care**

An employee, other than a Live-in Housekeeper, shall be paid at the rate shown as Overnight Care within clause 9 of this Award for each overnight care engagement which requires them to stay overnight at a client's home for up to a maximum of 12 hours.

Employees who work an engagement of overnight care shall attract leave entitlements such as annual leave, long service leave, Worker's compensation and contract hours at the rate of 4 hours per overnight care engagement.

The terms and conditions contained in this sub-clause shall be in substitution for and not cumulative upon the following clauses of the Award.

Clause Number	Subject
12	Hours of work
27B to G excepting 27Fiv	Additional payments and allowances
24	Penalty rates for ordinary time
25	Overtime
26	Public holidays

Employee's Right of Refusal

All employees will have the right to refuse to undertake overnight care tasks. Additionally employees will be required to register their availability should they be interested in undertaking overnight care duties.

B. Offensive Cleaning

Employees who clean premises which are in a grossly offensive condition shall be paid double time for the duration of such work. Offensive cleaning refers to any one of the following activities:

The cleaning of bed linen severely soiled by faeces or other bodily fluids;

the cleaning of households severely contaminated by human or animal excrement;

other cleaning activities assessed by Home Care to be beyond the normal limits of regular domestic assistance.

In the event of a dispute between an employee and the employer as to whether a premises is in a grossly offensive condition Clause 7 - Grievance/Dispute Settling Procedures, of this Agreement shall apply.

Notwithstanding anything contained in this sub-clause, employee's have the right to refuse to undertake service classified as offensive cleaning, provided that the reasons are connected with the nature of the service and does not impact on other services provided such as personal care.

Offensive cleaning is payable to all grades provided the criteria set out above is met. Employees are not excluded from payment of offensive cleaning allowance simply by virtue of being engaged to perform personal care duties.

C. Inclement weather

An employee shall not be required to work under conditions brought about by inclement weather.

D. Travel allowance

- i. Where an employee is required to use their vehicle on official business in work time he or she shall be paid at the rate of 70.7 cents per kilometre. This rate will increase at the same relative percentage rate as increases applying to the Crown Employees (Public Service Conditions of Employment 2009) Award, an award of the New South Wales Industrial Relations Commission, or any successor to that award. Except as provided in paragraph (iii) hereof this payment shall exclude all travel from the employee's home to the first place of work and from the last place of work.
- ii. Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel. Except as provided in paragraph (iii) hereof no reimbursement shall take place from the employee's home to the first place of work and from the last place of work.

- iii. The Travel allowance shall be paid as per paragraphs (i) and (ii) hereof travel to the first client and home from the last client of the engagement where the total hours worked in the day are two hours or less.
- iv. Where an employee is rostered at the convenience of the employer with a break between clients, the employee shall be paid the Travel Allowance for the distance to travel home and from home to the next client.
- v. No payment shall be made under this sub-clause unless the employer is satisfied that the employee has incurred expenditure for such travel.

E. Excess Travel Payments

There shall be an excess travel payment

1. The excess travel payment is to be paid as follows:

Where the distance between a Home Care Worker's residence and their first engagement, or the Care Worker's last engagement and their home, is greater than 20kms, then an excess travel payment shall apply for the excess kilometres above 20kms.

The excess travel payment is to be paid at the rate of the kilometre allowance as provided for in this Award.

2. The following conditions apply in conjunction with this provision:

- (a) Excess travel time shall not be included for the purposes of the calculation of the following:

- (i) work time
- (ii) contract hours
- (iii) leave eg: annual, long service or sick etc.

- (b) The excess travel payment is paid at ordinary rates and penalties do not apply.

- (c) Excess travel shall not be available where travel to and from a first and last engagement respectively is less than 20kms from the Home Care Branch Office.

3. Travel to the Branch or office or other location on Home Care business

- (a) Staff who are directed to attend training, supervision, meetings or other Home Care business and who travel in excess of 20kms either way to the office or other location from their residence shall be entitled to the excess travel payment.

- (b) Payment is not available under this provision for any leg of travel to and from a client.

4. For the purpose of this Clause, Excess Travel Payments will not be payable where an employee relocates their residence subsequent to being employed by the Branch.

F. Equipment and expenses

- i. Where equipment, materials and tools are supplied by the client, the employer shall ensure that they are of reasonable quantity, quality and safety standards.

- ii. Provided that where an employee provides his or her own equipment, materials and tools an allowance shown as tool allowance shall be paid by the employer. At the commencement of this agreement that amount was \$2.00per hour. This rate will increase at the same relative percentage

rate as increases applying to the Crown Employees (Public Service Conditions of Employment 2009) Award, an award of the New South Wales Industrial Relations Commission, or any successor to that award

- iii. Employees required to provide consumables for use in their work shall be reimbursed the cost thereof.
- iv. Employees who are required in the course of their employment make local, STD or mobile telephone calls associated with rostering changes not occurring in the client's home, and who incur a cost shall be reimbursed the costs of such calls. The employer may require production of evidence (i.e.: telephone account) supporting such claim.

Where calls are made from a pre-paid mobile telephone and an account is not available, the employer may require a statutory declaration supporting such claims, which will be reimbursed to a level no less than that commensurate with the general level of such calls made within that Branch.

- v. No payment shall be made under this clause unless the employer is satisfied that the employee has incurred such expenditure.

G. Temporary Work Location

Employee's who are required to perform duties at a temporary work location necessitating an overnight stay shall be eligible to be paid an amount equivalent to the actual necessary cost of accommodation and meals (excluding morning and afternoon tea). This amount shall be paid prior to departure for the temporary work location.

28. Payment for Paperwork

All paperwork required by the office shall be completed in work time.

Where time sheets cannot be submitted during normal work time, employees should be paid the travelling allowance for all additional kilometres travelled between the last client of the day and home via the Branch.

Branches should establish drop off points, strategically placed, to enable employees the opportunity to deliver their completed time sheets to the Branch.

Branches shall also establish with employee's the most efficient method for delivery of their time sheets. For example the provision of pre-paid envelopes to the employee, the faxing of time sheets or other methods considered appropriate can be negotiated.

29. Work Clothes

On request, the employer shall supply free of charge three sets of suitable work clothes to full-time and 50 hour contract employees and two sets of suitable work clothes to 30 hour contract and casual employees of a type agreed from time to time.

Work clothes shall be replaced by the employer on the basis of fair wear and tear.

Employees shall be provided with protective footwear and hats where the work the employee is performing requires this. Where the employer can not provide the protective footwear, employees shall be reimbursed the cost of the protective footwear on the production of receipts. Replacement shall be on the basis of fair wear and tear having regard to the hours worked.

Work clothes shall remain the property of the employer at all times and any employee applying for a new issue of any work clothes supplied by the employer who fails to return the last clothing issued to him or her shall not be entitled to a new issue without payment therefore. Should an employee on leaving the service fail to return any work clothes which are the property of the employer, the employer may deduct from the employee's final wage the value of the articles.

30. Superannuation

- i. The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Notwithstanding (i) above, the following provisions shall also apply.

- ii. Definitions

"The Fund" for the purpose of this clause shall mean the:

- (a) State Authorities Superannuation Scheme (SASS)
- (b) First State Super

- iii. "Ordinary Time Earnings" for the purpose of this Clause shall be accordance with SASS and FSS guidelines and as amended from time to time.

- iv. The Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

- v. Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of this clause or commencement of employment.

- vi. Each employee shall be eligible to join the Fund upon commencement of employment.

- vii. Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application.

- viii. The Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services shall contribute to the Fund in respect of each employee such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time.

- ix. The Fund and the amount of contributions paid shall be included in pay advice notices provided by the employer to each employee.

- x. Each employee shall be eligible to salary sacrifice up to a maximum of 30% of their income as a pre-tax contribution into First State Superannuation Scheme.

31. Occupational Health and Safety

United Voice - NSW Branch and the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services are committed to working together to improve the Department's occupational health and safety performance. This will be accomplished by continuing to support the systematic approach to implementing strategies which aim specifically at reducing the level of injuries to employees.

Integral to this approach is an emphasis on:

- promotion of the occupational health and safety vision
- risk management that identifies/assesses critical risk areas
- prevention achieved through hazard identification

active injury management that recognises importance of an early return to work

The following initiatives identified in the SafeCare Plan will continue:

- i. Branch Occupational Health and Safety (OHS) Improvement Groups maintained and supported will enable employees to contribute to the improvement of the Branch's OHS performance. Branch Managers will establish and maintain the groups through an election process based on expressions of interest. The OHS Branch Committee Representative and the Union Delegate should also be invited to attend these group meetings to discuss OHS issues.
- ii. Home Care encourages union participation where appropriate at the Area level Occupational Health and Safety Strategic Committee meetings and in implementing safe work practices.
- iii. Home Care requests union representation at the State Occupational Health and Safety Strategic Committee which meets quarterly to review progress of the SafeCare plan, identify and promote Best Practice and set policies affecting OHS in Home Care.
- iv. Home Care and the Union will continue ongoing research relating to risk experience associated with hours of work, training and incidence of injury and service type. Both parties are open to consider the implications of the research and the effect these may have on current work practices and Award/Agreement conditions of employment.
- v. All new employees shall receive appropriate occupational health and safety training prior to providing service to any client.
- vi. Employees shall complete training in manual handling prior to providing personal care to clients which involve lifting or transferring clients.
- vii. Employee's shall continue to further refine risk identification beyond the initial assessment performed by the Service Coordinator from an occupational health and safety point of view utilising the Workplace Review Form within the first 2 weeks of working with a new client. Hazard identification will be carried out by employees on a regular basis following the initial review.
- viii. Employees will continue to be encouraged to submit Hazard Reports. These reports will be dealt with promptly and the employee who initiated the report will "sign off" only when the hazard has been resolved.

(a) Occupational Health and Safety

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

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

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

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

32. Workers Compensation and Make-Up Pay

The circumstances under which an employee shall qualify for accident make-up pay shall be as prescribed hereunder:

An employer shall pay an employee accident make-up pay where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the *Workers' Compensation Act 1987* (NSW).

Accident make-up pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the *Workers' Compensation Act 1987* (NSW) and the employee's ordinary rate of pay.

An employer shall pay, or cause to be paid, accident make-up pay during the incapacity of the employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur.

The liability of the employer to pay accident make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the Act, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make up payment as provided in this clause.

In the event that the employee receives a lump sum in redemption of weekly payments under the Act, the liability of the employer to pay accident make-up pay as herein provided shall cease from the date of such redemption.

PART D**LEAVE PROVISIONS****33. Annual Leave****A. Period of leave**

(i) A period of 28 consecutive days' leave shall be allowed annually to an employee, other than a casual, after twelve (12) months' continuous service (less the period of Annual Leave).

(ii)

(a) Employees who regularly perform work on Sundays and who during the qualifying period have worked a minimum of 50% of ordinary hours on Mondays through Fridays, shall accrue additional annual leave as per the following table:

Number of Sundays worked as in 34A(ii) (b) and/or (c)	Additional days annual leave
11 to 17	1
18 to 24	2
25 to 31	3
32 +	4

(b) Additional annual leave shall be calculated annually by reference to the number of Sundays on which work is performed up to and including during the final pay period of the financial year (1 July to 30 June) and shall be credited to employee's annual leave accruals in the second pay period of the new financial year.

Additional annual leave is not available in respect to part years of employment.

(c) At the sole discretion of the employee and upon request, the employer shall pay as wages to the employee all or any additional annual leave accrued pursuant to this sub-clause in lieu of granting such additional annual leave.

B. Annual leave exclusive of public holidays

Subject to this sub-clause the Annual Leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 26 - Public Holidays, of this Award and if any such holiday falls within an employee's period of Annual Leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of Annual Leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

C. Broken leave

Annual Leave shall be given and taken in a continuous period, or only if the employee and the employer so agree, in two (2) or more separate periods.

D. Calculation of continuous service

For the purpose of this clause service shall be deemed to be continuous notwithstanding:

i. Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence.

ii. Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or

- iii. Any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer, in writing or by telephone, if practicable, within 24 hours of the commencement of such absence, of the inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his or her absence. A notification given by an employee pursuant to Clause 34 - Sick Leave, of this Award shall be accepted as a notification under this subclause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen (14) days of the termination of the absence notifies the employee in writing the such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in the cases of concerted or collective absenteeism, notice may be given to employees by the posting up of a notification in the office, in the manner in which general notifications to employees are usually made in that office and by posting to the Union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the office.

A notice to an individual employee may be given by delivering it to such employee personally or by posting it to his or her last recorded address, in which case it shall be deemed to have reached the employee in due course of post.

In calculating the period of twelve (12) months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen (14) days in a twelve (12) monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve (12) months' continuous service.

E. Calculation of service

Service before the date of this Award shall be taken into consideration for the purpose of calculating Annual Leave, but an employee shall not be entitled to leave if payment in lieu has been allowed. The period of Annual Leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or "transmitter" of a business if an employee was in the employment of the employer's predecessor at the time when it became such employer, successor or assignee or transmitter, the service with the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

F. Calculation of month

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

G. Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by Clause 33 A. (ii) Annual Leave, of this award thereof, accepted in lieu of annual leave.

H. Time of taking leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six (6) months from the date when the right to annual leave accrued and after not less than four (4) weeks' notice to the employee.

I. Leave allowed before due date

The employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve (12) months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve (12) months' continuous service in respect of which the leave was granted and the amount paid by the employer for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under Clause 33 Annual leave loading hereof, the employer shall not be liable to make any payment to the employee under Clause 33, Annual leave loading hereof, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

J. Payment for period of leave

Each employee before going on leave shall be paid the amount of wage that she or he would have been received in respect of the ordinary time which the employee would have worked had he or she not been on leave during the relevant periods.

Ordinary pay means remuneration for the normal weekly number of hours of work calculated at the ordinary time rate of pay (or ordinary pay) does not include the calculation of shift allowances, overtime and weekend penalties relating the ordinary time.

Where the normal weekly number of hours is not fixed, the normal weekly number of hours of work is the average weekly number of hours worked during the period of 12 months preceding the annual leave.

For the purposes of this sub-clause wages shall be at the rate prescribed by Part H. Monetary Rates - Table 1 Salaries, of this Award for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the leave or the termination of the employment, as the case may be.

K. Proportionate leave on dismissal

If after one (1) month's continuous service in any qualifying twelve (12) monthly period an employee lawfully leaves his or her employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid at his or her ordinary rate of wage for 1/12 of a week at the same rate in respect of each completed week of continuous service, the service being service in respect of which leave has not been granted hereunder.

L. Annual leave loading

i. In addition to payment of wages due under Clause 33 J above hereof an employee before going on annual leave shall receive a loading of 17½ per cent of the appropriate ordinary rate of wages prescribed under Table 1 - Salaries.

ii. Annual leave loading shall not apply to pro-rata leave on termination.

M. Annual leave - notice period

Payment for periods of leave shall be paid to employees in their normal fortnightly manner, providing that payment shall be made to an employee before going on leave in the following circumstances:

- i. Payment is requested by the employee at least four (4) weeks prior to commencing leave;
- ii. where the period of leave is two (2) weeks or more.

34. Sick Leave

- A. An employee, other than a casual employee, who is unable to attend for duty during his or her working hours by reason of personal illness or incapacity not due to his or her own serious or wilful misconduct, shall be entitled to be paid at the ordinary time rates of pay for the time of such non-attendance subject to the following conditions and limitations:
- B. Sick leave shall apply to hours worked on the weekend where the employee is a Saturday to Friday employee. Employees employed on a Monday to Friday basis are not entitled to payment of sick leave for weekends.
- C. Employee's shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to payment under the Workers' Compensation Act, 1987 (NSW). Absences due to accidents for which Workers' compensation is paid or payable shall be counted as continuous employment for the purposes of this clause.
- D. Employee's shall, as soon as practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence. The employer shall be solely responsible for rostering changes to facilitate continuing service to clients in the event of sick leave being taken at short notice. Where sick leave is taken for extended periods and/or is known to the team prior to being taken, it may be rostered to other Care Workers in accordance with clause 13, Distribution of Hours of this Award.
- E. All periods of sickness shall be certified to by a registered medical practitioner provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed three (3) consecutive days or where, in the employer's opinion the circumstances are such as not to warrant such requirements.
- F. Sick Leave shall be granted provided that:
 - i. During each of the first three (3) months' employment one day only of sick leave shall be available each month to be granted to an employee. A day shall represent the rostered hours of the employee.
 - ii. On the first day of the fourth month of employment the balance of sick leave granted under subparagraph (iii) of this sub-clause shall be credited to the employee.
 - iii. The pro rata part-time entitlement is based on an employee's contract hours as follows:

Contract Hours	Yearly Sick Leave Entitlement in Hours
30	39
50	59
70	76

- iv. Part-time staff who do not have contract hours shall be entitled to the following:
 - (a) Staff who regularly work 10 hours and less per fortnight are entitled to 10 hours sick leave per year.
 - (b) Staff who regularly work more than 10 hours but less than 20 hours per fortnight are entitled to 20 hours sick leave per year.
- v. Sick leave shall accumulate from year to year and may be taken by an employee in addition to the sick leave entitlement available in any one year.

- vi. Employees who elect to remain on contract levels of 20, 40 and 60 for the implementation period as prescribed by Clause 11 (iv) Contract Hours will be provided sick leave entitlements consistent with the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006, until 1 September 2010.

35. Personal Carers Leave

A. Use of Annual Leave

- (i) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least ten consecutive days are taken.

B. Use of Sick Leave

- i. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, their sick leave entitlement (as outlined in Clause 34) for absences to provide care and support for such persons when they are ill.
- ii. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- iii. The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - 1. the employee being responsible for the care of the person concerned; and
 - 2. the person concerned being either:
 - (a) a member of the employee's immediate family; or
 - (b) a member of the employee's household.
 - 3. the term "immediate family" includes;
- iv. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means 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; and
- v. a child or an adult child (including an adopted child, a step or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- vi. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it 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.

C. Personal Carers Entitlement for Casual employees

- (i) Subject to the evidentiary and notice requirements in subclause 1(ii) and subclause 1(iv) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 1.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

D. Use of Domestic Leave

An employee (other than a casual) shall be entitled to 3 days paid leave at the ordinary rate of pay for each completed year of service, accumulating to a maximum of 5 days. A day shall be the hours that would have been worked and shall be counted as a day of domestic leave. Domestic leave will have no operation whilst an employee is on any other leave.

Where possible, employees shall give prior notice of absence stating the reason for taking leave, the name of the family member and the relationship to the employee where applicable and estimated length of absence. Employees shall notify by phone where they cannot give written notice.

Circumstances where Domestic Leave applies:

bereavement

family care in emergency circumstances

compassionate grounds - such as an illness of a family member

citizenship ceremonies

emergency or weather conditions, such as flood, fire, snow, etc where property is threatened an/or it prevents an employee from reporting for duty.

Circumstances where this leave does not apply:

attendance at court to answer criminal charges

to cover absences due to social activities or requirements

moving residence

E. Bereavement entitlements for Casual employees

- (i) Subject to the evidentiary and notice requirements in subclause (1) (ii) and (iv), 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 1 (iii) of clause 35 Personal/Carers Leave.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

F. Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The Home Care Service undertakes to look favourably upon applications for unpaid leave during periods of family need.

G. Annual leave

Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

H. Maximum number of days

The maximum amount of sick leave, leave without pay or domestic leave which may be taken in any one year shall be five days.

I. Grievance process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this Award.

36. Parental Leave

A. Nature of Leave

The provision of this clause applies to full-time and part-time employees, but does not apply to casual employees.

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

B. Definitions

"child" means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

"continuous service" means service under an unbroken contract of employment and includes:

- i. any period of leave taken in accordance with this clause;
- ii. any period of part-time employment worked in accordance with this clause or;
- iii. any period of leave or absence authorised by the employer or by the Agreement.

"female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

"former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this sub-clause whichever occurs first or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

"male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

"primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

"relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

"spouse" for the purpose of maternity and paternity leave includes a de facto or former spouse.

"spouse" for the purpose of adoption leave includes a de facto spouse but does not include a former spouse.

C. Basic entitlement

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

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:

- i. for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- ii. for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

D. Maternity leave

- i. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (a) at least 10 weeks prior to the date of confinement a medical certificate from a registered medical practitioner stating that the employee is pregnant and their expected date of confinement.
 - (b) At least 4 weeks prior to the employee commencing maternity leave, the employee is required to advise the employer the proposed date to commence maternity leave. The period of leave to be taken is a minimum of 6 weeks compulsory leave.
 - (c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six week immediately prior to her presumed date of confinement.
- ii. When the employee gives notice under (D), (i), (a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- iii. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- iv. Unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- v. Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and

maternity leave shall not exceed the period to which the employee is entitled under sub-clause 37.

- vi. Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to return to her normal duties of work.
- vii. Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause 36 C.
- viii. Where leave is granted under subclause 36C, during the period of leave an employee may return to work at any time, to the position which she held immediately before proceeding on such leave, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- ix. Where the pregnancy of an employee terminates before 28 weeks, other than by the birth of a living child and the employee has not commenced maternity leave, the maternity leave will be cancelled and the employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

Payment for maternity leave

An employee who is eligible for Maternity Leave shall be paid for 9 weeks full pay from the date of commencing maternity leave.

Payment in advance

A woman may elect to be paid in advance but not in a lump sum. Payment in advance is to be made on a regular fortnightly basis.

E. Paternity leave

- i. An employee will provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:
 - (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (c) a statutory declaration stating:
 - i. he will take that period of paternity leave to become the primary care-giver of a child;
 - ii. particulars of any period of maternity leave sought or taken by his spouse; and
 - iii. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- iv. The employee will not be in breach of subclause 36 (E), (i), if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances. The employee shall immediately notify the employer of any change in the information provided to the employer pursuant to subclause 36 (E) (a), (b) & (c).
- v. Cancellation of paternity leave

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

F. Adoption leave

An employee, upon production to the employer of the documentation required shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- i. An unbroken period of up to three weeks at the time of the placement of the child's;
- ii. An unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (a) Any period of leave taken pursuant to sub-clause 36 H hereof and;
 - (b) The aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

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

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

- i. the employee is seeking adoption leave to become the primary care-giver of the child;
- ii. particulars of any period of adoption leave sought or taken by the employee's spouse; and
- iii. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employer is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such paid leave instead.

G. Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion.

Any such change to be notified at least four weeks prior to the commencement of the changed arrangements except in the case of maternity leave where the period of maternity leave may be lengthened or shortened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened or shortened.

The period may be further lengthened or shortened by agreement between the employer and the employee.

H. Parental leave and other entitlements

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

I. Transfer to a safe job

- i. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- ii. If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

J. Returning to work after a period of parental leave

- i. An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- ii. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to sub-clause 36 I i. hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- iii. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

K. Replacement employees

- i. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- ii. A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

L. Effect of parental leave on employment

Absences in relation to parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service.

M. Termination of employment

An employee on Parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.

An employer shall not terminate the employment of an employee on the ground of their pregnancy or of their absence on Parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

N. Part-time work

With the agreement of the employer:

- i. A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- ii. A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- iii. A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- iv. In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

O. Return to former position

- i. An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one the right to return to his or her former position.
- ii. Nothing in paragraph i. hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

P. Effect of part-time employment on continuous service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

Pro rata entitlements

Subject to the provisions of this sub-clause part-time employment shall be in accordance with the provisions of this Award which shall apply on a pro rata basis.

Q. Transitional arrangements - annual leave

- i. An employee working part-time under this sub-clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.

- ii. a full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this Award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- iii. provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

R. Transitional Arrangements - Sick Leave

An employee working part-time under this clause shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

S. Part-Time work agreement

Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

- i. that the employee may work part-time;
- ii. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- iii. upon the classification applying to the work to be performed; and
- iv. upon the period of part-time employment.

The terms of this Agreement may be varied by consent.

The terms of this Agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

The terms of this Agreement shall apply to the part-time employment.

T. Termination of employment

The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this Agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

U. Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty.

V. Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

W. Inconsistent agreement provisions

An employee may work part-time under this clause notwithstanding any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- i. limiting the number of employees who may work part-time;
- ii. establishing quotas as to the ratio of part-time to full-time employees;
- iii. prescribing a minimum or maximum number of hours a part-time employee may work; or
- iv. requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

X. Replacement employees

- i. A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- ii. A replacement employee may be employed part-time to the part-time employment of a replacement employee.
- iii. Before an employer engages a replacement employee under this sub-clause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- iv. Unbroken service as a replacement employee shall be treated as continuous service.
- v. Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

Other Parent Leave

- A. An employee, other than a casual employee, who has completed 12 months' continuous service with the employer prior to the commencement of 'other parent' leave, shall be entitled to unpaid "other parent' leave under the following conditions:
 - (i) Up to a maximum of eight week's simultaneous unpaid leave;
 - (ii) A further continuous period of unpaid leave to become the primary care giver for a period not exceeding 12 months less any leave already taken by the staff member as provided for in paragraph (i) of this subclause.
 - (iii) Provided that an employee shall:
 - (a) give 10 weeks' notice of his or her intention to take 'other parent' leave;
 - (b) make a statutory declaration:

that he or she is applying for leave to become the primary caregiver;

detailing maternity or adoption leave sought or taken by his or her spouse;

that he or she will take another job or in any other way contravene his or her contract of employment while on 'other parent' leave,

B. Right to request

- (i) An employee entitled to either maternity, adoption or 'other parent' leave, other than a casual employee, may request the employer to allow the employee:
 - (a) to extend the period of unpaid maternity, adoption or 'other parent' leave for a further continuous period of leave not exceeding 12 months;
 - (b) to return from a period of maternity, adoption or 'other parent' leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

C. Communication during maternity, adoption or 'other parent' leave

- (i) Where an employee is on maternity, adoption or 'other parent' leave and a definite decision has been made to introduce significant change at the workplace, the 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 maternity, adoption or other parent 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 maternity, adoption or 'other parent' leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 'other parent' leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of change of address or other contact details which might affect the employer's capacity to comply with paragraph (i).

D. Casual Employees

- (i) 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.

37. Other Leave

(1) Jury Service

An employee (other than a casual employee) required to attend for jury service during his or her ordinary working hours shall be reimbursed an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time which would have been worked had the employee not be on jury service.

(2) Study Leave

(i) Study leave shall be paid leave subject to the terms and conditions set out below:

- (a) Study Leave applies to all permanent employees including those employed on a part-time basis.
- (b) The course of study must be work related.
- (c) Decisions regarding the approval or otherwise for study leave shall not be the subject of an appeal to any service tribunal or any other industrial and/or lawful tribunal, commission or court.
- (d) Study Leave shall be granted and taken at the convenience of the Home Care Service. Such convenience shall take into consideration such factors as the necessity of an employee to be at work on specific days or times, availability of relief staff and service requirements concerning training or other requirements.

(ii) Study Leave shall be granted subject to the following criteria and conditions:

- (a) Study Leave is granted on the basis of half an hour of leave for each hour of face-to-face lectures, or equivalent, up to a maximum of four hours.
- (b) Such Leave shall be cumulative and may be taken as examination leave or for field work purposes following approval.
- (c) Study Leave shall not accumulate from year to year. Each academic year shall stand alone.
- (d) No travel time or travel allowance is payable.
- (e) All payment for Study Leave shall be at the ordinary rate of pay.

(3) RELIGIOUS LEAVE

The Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services may grant leave for essential religious or cultural obligations. Management will be sensitive in accommodating the needs of staff to access their leave entitlements and flexible work hours for the purposes of observing religious duties.

Permanent employees 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 access to recreation or long service leave to credit or leave without pay to do so, so long as adequate notice is given by the employee and it is operationally convenient for the employee to be released from duty.

In determining what is an essential religious or cultural obligation the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services will be guided by the Days of religious Significance for Multicultural NSW as distributed by the Community Relations Commission of NSW.

(4) MILITARY LEAVE

Permanent employees who are volunteer part-time members of the Australian Defence Forces may be granted military leave, subject to Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services convenience.

Such leave maybe granted on full pay for permanent rostered hours, during ordinary working hours, for absences required for compulsory annual training or attendance at training, education, instruction or compulsory parades and may include the minimum time spent in travelling to attend the aforementioned items provided no payment has been received from the defence forces

The leave entitlement is:

Up to 24 working days per year to members of the Naval and Military Reserves; and

Up to 28 working days per year to members of the Air Force Reserves.

The military leave year is from 1 July of one year to 30 June of the next year.

Any further leave required in excess of the maximum may be charged against recreation or extended leave credits or taken as leave without pay.

Employees may be granted special purpose leave of up to one day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.

PART E

TRAINING

38. Training Program

A Training Committee shall be established consisting of equal numbers of employer and Union representatives.

The role of the Training Committee will be to advise on the development of a training program consistent with:

- i. the skill needs identified in the new classification structure;
- ii. the size, structure and nature of the operations of the Home Care Service;
- iii. the establishment of skill related career paths and promotion opportunities;
- iv. the introduction of properly accredited training;

Such training shall be undertaken by employees in the employer's time and training resource materials will be paid for by the employer.

Access to training should be on:

- i. an equitable basis

- ii. with the training requirements of the Branch in mind
- iii. within current Branch budgets

Employees should be consulted about available training and processes should be put into place to select the participants for training.

39. Regular Staff Meetings

Branches shall provide regular support and supervision both on an individual and a group basis, as appropriate

The Union Organiser shall be informed by the Branch Manager of formal group sessions relating to industrial changes, in order to respond to questions from employees.

The Union Organiser may also be informed of other appropriate group employee's sessions to facilitate access to staff. Should the Union Organiser attend after such sessions, notification will be required to the Branch Manager prior to the session taking place. This will enable Service Coordinators to re-roster services if required.

The Branch Manager will in turn notify employees that the Union Organiser will be attending after the session.

Time spent with Union Organisers will not be paid, unless otherwise notified by Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services,, and attendance is voluntary for both members and non members.

40. English Tuition Training

The employer shall grant employees of non English speaking background who are unable to adequately communicate in the English language, time off without loss of pay during normal working hours to attend English language asses conducted by the employer or any other recognised statutory authority (including the Adult Migrant Education Service).

The development of this Training will be referred to the Training Committee as per Clause 38, Training Program, of this Award.

41. Trade Union Training

Employees nominated by the Union to attend during ordinary working hours a course organised and conducted by the Union, or a training provider nominated by the Union, shall do so without loss of ordinary pay, subject to the following:

- i. That the employer receive not less than four (4) weeks written notice of nomination from the Union, setting out the time, dates, content and venues of the course.
- ii. That not more than one (1) person at a time from any one Branch are nominated with no individual receiving payment for more than 40 hours training per year.
- iii. That a maximum of 800 hours per financial year, non cumulative, is available for trade union training for each year.
- iv. That the employer is satisfied that the course is of such a nature as to be calculated to assist in reducing labour disputes and in advancing industrial relations in the industry.

PART F**LIVE-IN HOUSEKEEPER****42. Live-in Housekeeper****A. Terms and conditions**

The terms and conditions contained in the clause shall be in substitution for and not cumulative upon the following clauses of the Agreement.

Clause Number	Subject
27	Additional payment and allowances
12	Hours of Work
24	Penalty Rates for ordinary time and Weekends
25	Overtime
26	Public Holidays

For the purposes of this clause, such substitution shall only apply while the employee is working as a Live-in Housekeeper.

- i. In respect of persons not permanently appointed as Live-in Housekeepers, in so far as clause 33 - Annual Leave and Clause 34 - Sick Leave, of this Agreement are concerned, hours worked under this clause shall be limited to eight (8) hours of every 24 for calculation purposes.
- ii. Live-in Housekeeper shall mean an employee of the Home Care Service of New South Wales, who provides one of or a combination of Oncology, Home Aide, Handy person and Personal Care duties, and would normally live at the client's premises for a period in excess of 24 hours.

B. Weekly rate

- i. The total weekly remuneration for a Live-in Housekeeper shall be calculated as follows:
- ii. Weekly Rate for Grade 3 + Special Loading + All Incidents Loading = Total Weekly Rate.
- iii. The Special Loading is calculated by obtaining 3.5% of the Grade 3 weekly rate. The special loading is in recognition of all factors, including but not limited to, the special pressures, responsibilities and climate inherent in the work of a Live-in Housekeeper.
- iv. The All Incidents Loading is calculated by obtaining 50% of the sum of the Grade 3 weekly rate plus the Special Loading. The All Incidents Loading of 50% take into account all incidents of employment inherent in the work and conditions of employment of Live-in Housekeepers, including but not limited to, the requirement to reside at the client's home and to perform work, and be available for the performance of work at all such times of the day and night as the job and the client's needs may require.

C. Daily rate

- i. The daily rate for a live-in housekeeper shall be calculated as follows:
- ii.

$$\frac{\text{Weekly rate for live-in housekeeper}}{5} + 25\% = \text{daily rate}$$

- iii. For the purpose of this sub-clause a day shall be defined as a period of 24 consecutive hours.

- iv. The minimum payment for work performed under this sub-clause shall be one day (24 hours) at the daily rate
- v. Work performed under this sub-clause shall be for relief and temporary purposes only.
- vi. An employee who works under this clause as a relief Live-in Housekeeper shall be entitled to a minimum (8) eight hours off duty between the termination of the Live-in Housekeeper engagement and the commencement of any subsequent engagement under this Award, other than Live-in Housekeeper.
- vii. An employee who is not required to work their normal rostered work as a result of being on an (8) eight hour break will not be entitled to payment for that rostered work.
- viii. An employee who is required to work without an eight (8) hour break off duty shall be entitled to be paid overtime rates as prescribed in Clause 25 (A) of this award.

D. Time off

- i. After each five (5) consecutive days of duty a Live-in Housekeeper shall be entitled to two (2) consecutive days off. Provided that:
 - (a) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - (b) Where it is mutually agreed between the employer and the employee that under special circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.

Provided that the Live-in Housekeeper shall continue to receive their normal weekly wage pursuant to Clause 22 Payment of Wages, of this Agreement during such days off.

- ii. A Live-in Housekeeper will accrue one paid rostered day off per four (4) completed weeks of work (i.e. after each nineteen (19) working days). Such days off may accumulate only to a maximum of three (3).

E. Travel

Before proceeding to an assignment the employee shall determine the most appropriate mode of travel to and from the assignment. Such travel cost shall be calculated and paid as such, whether or not the employee uses the mode of travel. However, in isolated establishments discussion will take place between the employer and employee in relation to the use of the employee's motor vehicle.

Where motor vehicle is the most appropriate mode of travel, kilometre allowance in accordance with the provisions of Clause 27 - Additional Payments and Allowances, of this Agreement shall apply.

F. Commencement and cessation

Designated commencement of work insofar as place, date and time are concerned shall be calculated by the employer. Designated cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.

G. Reimbursement of meals

In the event of whether all or some of breakfast, lunch and dinner not being provided the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.

H. Annual leave

Subject to Clause 33 - Annual Leave and Clause 42 - Live in Housekeeper, of this Agreement hereof, a full-time Live-in housekeeper employed and paid as such shall accrue an additional week's leave for every twelve (12) months of continuous service on a pro-rata basis

PART G**EMPLOYEE REPRESENTATION****43. Assistance With the Dispute Settling Process****A. ASSISTANCE IN GRIEVANCE AND DISPUTE SETTLEMENT**

The Branch Secretary of United Voice - NSW Branch or any person authorised in writing by the Union, shall have the right to enter the Branch office during its hours of operations for the purpose of assisting with the grievance and dispute settling procedures under this Award, in accordance with the provisions of the New South Wales Industrial Relations Act.

B. ASSISTANCE IN OBSERVANCE OF THE AWARD

For the purposes of assisting employees with their rights and obligations under this Award, an employee may be appointed a Union Delegate in the Branch in which he or she is employed and shall, upon notification thereof to the employer, be recognised as the accredited representative of United Voice - NSW Branch. He or she shall be allowed the necessary opportunity during office hours to speak with other employees, and the employer, and to assist in ensuring that all parties understand their rights and obligations under this agreement. As part of this role, the following shall in apply in relation to the union delegate

- (i) The employer shall, subject to approval by the Branch Manager, allow the delegate reasonable access to office equipment such as photocopiers, facsimile machines and computer terminals pursuant to their assistance role, provided that such access is not disruptive to normal office procedures. The Branch Manager shall not unreasonably withhold approval.
- (ii) A current copy of the Award shall be permanently placed on or near such notice-board, and a copy given to each employee upon request.
- (iii) The Branch Manager shall advise the local union delegate in writing of the time, date and location of any induction course for new employees under this agreement. Such notice is to be given a minimum of seven days prior to that induction course occurring, or as soon as possible where such induction course is arranged to occur at shorter notice.
- (iv) The local union delegate, and/or an officer of the union, shall be allowed a maximum of 15 minutes to address new employees at such course in relation to the role of the union, and to offer union membership to any attendees.
- (v) Each branch shall take steps to facilitate re-rostering of delegates to ensure attendance by the delegate is practicable, and take steps to ensure that, where possible, the total number of hours worked by such delegate in that pay period are not decreased as a result of such attendance.

C. INSPECTION OF TIME AND WAGES RECORD

The time and wages record shall be open for inspection to a duly accredited Union official during the usual office hours at the employer's office or other convenient place.

A duly accredited official of the Union, making an inspection of time and/or wages records shall be entitled to take a copy or copies of entries made in those records relating to a suspected breach of the Award.

Provided that an inspection shall not be demanded unless an authorised official of the Union suspects that a breach of this Award has been committed.

44. Time and Wages Record

- A. The employer shall keep a record from which can be readily ascertained the name; the grade/classification; the hours worked each day; the rate of wages and the amount of wages paid for each employee.
- B. Notwithstanding anything elsewhere contained in this Award the employer may select and utilise, for time-keeping purposes, any fraction or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who report for duty after their appointed starting times, or cease duty before their appointed finishing times. An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.
- C. An employer shall retain time and wages records going back a period of seven years.

PART H

ANTI-DISCRIMINATION

45. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that, in fulfilling their obligations under the grievance 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 provisions of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

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

PART I

MONETARY RATES

Table 1 - Salaries

Classification	Basis	Rate per week 1st Full pay on or after 1 Sept 2010 (4% Increase)	Rate per week (38 Hours) 1st Full pay on or after 1 Sept 2010 (4% Increase)	Rate per week 1st Full pay on or after 1 Sept 2011 (2.5% Increase)	Rate per week (38 Hours) 1st Full pay on or after 1 Sept 2011 (2.5% Increase)
Home Aide/	Permanent	\$19.02	\$722.76	\$19.50	\$740.83
Home Aide/	Casual	\$22.82		\$23.39	
Grade 1	Permanent	\$18.78	\$713.64	\$19.25	\$731.48
Grade 1	Casual	\$22.54		\$23.10	
Grade 2	Permanent	\$19.72	\$749.36	\$20.21	\$768.09
Grade 2	Casual	\$23.66		\$24.26	
Grade 3	Permanent	\$21.32	\$810.16	\$21.85	\$830.41
Grade 3	Casual	\$25.58		\$26.22	
		Weekly rate (38 hours per week)	Daily rate		
Live in Housekeeper	Permanent	\$1,257.78	\$314.45	\$1,289.22	\$322.30
Live in Housekeeper	Casual	\$1,509.34	\$377.34	\$1547.07	\$386.76

Table 2 - Other Rates and Allowances

Description	FFPP 1 Sept 10 \$	FFPP 1 Sept 11 \$
Overnight Care	\$128.14 per task	\$131.34 per task
Presenter - Gd 4	\$22.78	\$23.35
Competency Assessor - Gd 4	\$22.78	\$23.35
Equipment Allowance	\$2.25	\$2.31
Tea Money	\$10.12	\$10.37
Travel Allowance	70.7 cents per kilometre	70.7 cents per kilometre

CARE WORKER AVAILABILITY REGISTER FORM

As outlined in Clause 12 of the Care Worker Award employees must make themselves available for work for a minimum number of availability time periods in accordance with their current contract level. The table below specifies the minimum number of availability time periods for each contract level.

Contract Level	Minimum number of Availability Time Periods	Weekend Availability for Saturday - Friday Care Workers
30	8 x 6hrs	Nil
50	12 x 6hrs	1 in 4
70	16 x 6hrs	2 in 4

You must select the times and days that you will be available in line with these minimum requirements. Please note that you may provide a greater number of availability time periods if you choose to make yourself available for additional work.

The time periods should not overlap and any proposed availability must be agreed, (within the service hours available in the branch), between the employee and the employer prior to the availability being accepted by your supervisor.

A maximum of two (2) six hour time periods can be selected in each 24 hour period.

Time periods nominated of greater than six hours but less than twelve hours will be regarded as one time period only.

Monday to Friday contracted employees can restrict their time period selections to Monday to Friday only.

You must have a break between shifts of at least 8 hours or choose a break of 10 hours

Availability nomination								
Current contract level (circle one)			30 hours		50 hours		70 hours	
Minimum break between shifts (circle one)			8 hours			10 hours		
Desired contract level (circle one)			30 hours		50 hours		70 hours	
Availability Time Period								
Day of the Week	Week 1				Week 2			
	Start	Finish	Start	Finish	Start	Finish	Start	Finish
Saturday								
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								

Optional:

YES / NO, I would like to be considered for Overnight Care work.

YES / NO, I would like to be considered for Live-In Housekeeper work.

I, (Print full name) agree to the above minimum number of availability time periods as required by Clause 12 Hours of Work.

Signature: _____ Date: ____/____/____

Supervisor Signature: _____ Date: ____/____/____

APPENDIX B

HIGHER DUTIES/MULTI-SKILLING AGREEMENT

TO: (Employee’s Name)

FROM: (Branch Mgrs Name)

As per Clause 17 of the Care Worker Employees - Department of Family and Community Services- Ageing Disability and Home Care (State) Award 2011I offer you the opportunity to undertake permanent Grade 3 work up to 50% of your current contract level.

Current contract level: 50% of minimum contract level

As a result of accepting this offer the following conditions will apply:

- (i) Working Grade 3 hours up to 50% of your contract level may necessitate an increase in contract hours. Should you no longer choose to undertake Grade 3 work, Home Care will, wherever possible, endeavour to maintain your current contract level.
- (ii) However, as per your request the removal of Grade 3 hours may require the Care Worker Employees - Department of Family and Community Services- Ageing Disability and Home Care not being able to maintain your current contract level with Grade 2 work. Home Care reserves the right to return you to the contract level you were on prior to accepting the additional Grade 3 work and will notify you prior to your decision becoming effective.

Branch Mgr (Signature) Date:/...../.....

I understand the terms and conditions of Clause 17 regarding my contract hours and accept the above offer.

Employee (Signature) Date:/...../.....

REQUEST TO WITHDRAW FROM UNDERTAKING GRADE 3 WORK

I wish to notify you that effective from pay period ending/...../..... that I no longer wish to undertake Grade 3 work as previously offered. I understand that as a result of this decision my contract hours may be reviewed back to the original contract level.

Employee (Signature) Date:/...../.....

OFFICE USE ONLY

(Delete whichever is not applicable)

- 1. Employee returned to original contract level
- 2. Employee able to be maintained on current contract level

Signature: Date:/...../.....

Position held:

APPENDIX C

OFFER OF A FIXED TERM CONTRACT

Employees Name:

Employees Address: Post Code:

Dear

You have recently been successful in obtaining the position of Care Worker Grade Your conditions of employment are as follows:

1. Your conditions of employment will generally be those specified in Care Worker Employees - Department of Family and Community Services- Ageing Disability and Home Care (State) Award 2011. Any variation from these conditions will be specified in this contract.
2. You will be employed for a fixed term. Your employment will commence from/...../..... and will cease on/...../.....
3. The minimum number of hours you will be required to work will be per fortnight.
4. Should the client no longer require services provided by the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, then you will be provided with four weeks notice of termination or four weeks payment in lieu of such notice. Such payment would not be made where services are being terminated on the grounds of misconduct or unsatisfactory service.
5. Employee’s will be required to provide the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services with a least 2 week’s notice of intention to terminate the contract.
6. Service provision guidelines allows the client to have the final say as to the person who provides such services required by them. For this reason, the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services would consider you to be on trial for a period of four (4) weeks to assess the compatibility with the client seeking the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services If during the four (4) week period the client does not wish to continue the service then your employment would cease from the close of business upon receipt of that advice or upon the employment of a suitable replacement which ever is more appropriate.

Should the client for whatever reason decide to seek the provision of services from the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services but ask that another employee provide such services after the trial period, the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services will provide the following:

- (i) Four (4) weeks payment in lieu of notice. Such payment would not be made where services are being terminated on the grounds of misconduct or unsatisfactory service causing the client to seek services to be provided by another employee of the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services 7. Due to the nature of your employment being specific to the needs of a particular client(s), should that client(s) not require the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services for a specific period of time, which will be in excess of a week, your employment with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services will be suspended until the client requires the service to re-commence.

Such suspension of services will be without pay. Examples of a situation where the client may not require the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services for a given period may be when they do into a period of hospitalisation or respite care, proceed on holidays or may have a family member staying with them that will provide the services normally provided by Home Care.

8. The provisions of Clause 21 of the above mentioned Award are not applicable to your employment.

Branch Mgr (Signature): Date:/...../.....

ACCEPTANCE

I, fully understand and accept the conditions and terms as set out in the above contract. I accept employment with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services in the terms of the contract.

Employee (Signature): Date:/...../.....

APPENDIX D

CARE WORKER SELF ROSTERING CHECKLIST

Before agreeing to accept new work or changing the day and/or time of service you currently provide, you must consider the following.

	Quality Conditions	
1.	Is the client happy with the changes being negotiated.	YES or no
2.	Is the change consistent with the CARES principles.	YES or no
3.	Will the change being negotiated maintain either your health and safety, or the health and safety of your client.	YES or no
	Award Conditions	
4.	Will you be taking a break after 5 hours work including travel time (meal, crib or break of engagement).	YES or no
5.	Will you be working 8 hours or less in the day.	YES or no
6.	Will you be working 76 hours or less in the fortnight.	YES or no
7.	Will the change mean you have not taken an 8 consecutive hour break within the current 24 hour period.	YES or no
8.	Will the change mean that you remain working within your agreed availability.	YES or no
	Cost Care Conditions	
9.	Will the change maintain your contract hours for the affected fortnight.	YES or no
10.	Will the change avoid a minimum start.	YES or no
11.	Will the change avoid a break of engagement (break at the Department of Ageing, Disability and Home Care's convenience).	YES or no
12.	Will the change attract a similar penalty rate.	YES or no
13.	Will you be working within your geographical area.	YES or no
14.	For Grade 2 staff only	
	Will you be accepting Grade 3 work in the fortnight that is less than 50% of your minimum level of contract hours.	YES or no

To nominate for new work offered or make temporary changes to your current roster, your answers MUST be all YES.

If you answer NO to any of the questions above please seek advice from your Service Coordinator.

If you require more work, either on a temporary or permanent basis, you should discuss your request with your Service Coordinator so that they are aware of your needs.

APPENDIX E

Guidelines to use when Initiating Changes to Client Service.

The following guidelines have been developed to assist Care Workers when determining the appropriateness of self-rostering. These guidelines should be used in conjunction with the Role of Care Workers (see WPI 3) and Care Workers Self-Rostering Checklist. Advice should be sought from the Service Coordinator where doubts arise.

1. Care Workers and clients may approach one another directly to request a change of time and or day in the following instances:
 - where the request would result in more efficient and safer rostering;
 - where the request would result in work being carried out more evenly over the span of the day; and
 - the change genuinely better suits both the client and the Care Worker.
2. Clients seeking to change the time and or date of a future service may do so directly with the Care Worker at the time of the current service. If the request occurs any other time it should be raised with the Service Coordinator who will negotiate the change with the Care Worker.
3. In all situations where the Care Worker or the client seek to re-roster a service to another time and/or date then both the client and the Care Worker have the right to refuse the request.
4. Should either the client or the Care Worker be unwilling to make the change, the request should not be pursued or held against either party.
5. In the situation where the client or Care Worker is unable to comply with the request, the request should be referred to the Service Coordinator immediately for action.
6. If the Care Worker is unable to comply with the client's request for an alternative time/date then the request should be forwarded to the Service Coordinator for re-rostering to alternative staff.

APPENDIX F

GUIDELINES FOR GRADING CARE WORK

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INTRODUCTION

Grading Care Work within the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services

When determining the grade of tasks which a the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, Care Workers will perform in a household, the Supervisor will need to establish:

the tasks which are to be performed - personal care, housework, repetitive upkeep, respite care;

the likely impact on the Worker, or the work to be performed from, any household factors, -including behaviour, exhibited by the client or another household member.

The information necessary for grading, will be collected through:

the assessment/reassessment process;

support/supervision sessions with Care Workers.

DEFINITIONS

Grade 3 care work consists of:

Grade 3 Personal Care tasks

Grade 2 Personal Care, Housekeeping, Repetitive Upkeep and Respite Care.

Complex work where there is a moderate to pronounced impact on the work/Worker from client behaviours or household environment. Home Aides will need to possess a higher level of skill than that required within Grade 2 work.

All live-in Housekeeping

Grade 2 care work consists of:

Grade 2 Personal Care tasks

Housekeeping, Repetitive Upkeep and Respite Care where there is a slight to moderate impact on the work/Worker from client behaviours or household environment

Grade 1 work consists of:

Domestic assistance

- Including but not limited to, domestic chores, ironing, cleaning, dishwashing, etc

Shopping and bill paying

Meal preparation

GRADING CARE WORK

First Step

If Personal Care tasks are to be performed, refer to the already graded lists to identify whether the work is Grade 3 or Grade 2.

Grade 3 - Personal Care work requires a Grade 3 Worker:

Personal Care Grade 3 task

Home Care Worker Grade 3

Grade 2 - Personal Care work requires a Grade 2 or Grade 3 Worker.

Personal Care Grade 2

Home Care Worker Grade 2 or Grade 3.

Second Step

When Grade 2 Personal Care or other assistance is being provided, it is necessary to consider the impact of household factors such as client behaviours in order to grade the work.

The more pronounced the impact the higher the level of interpersonal skills required of the Worker.

Moderate to pronounced impact would require a Worker with advanced interpersonal skills - Grade 3

Slight to moderate impact would require a Worker with basic interpersonal skills - Grade 2 or Grade 3

When there is moderate impact the work may be Graded by deciding whether it would be necessary to replace an existing Grade 2 Worker with a Grade 3 Worker who has advanced interpersonal skills.

OTHER ASSISTANCE

Pronounced impact from client behaviours/other household factors.	Grade 3 Work. Home Care Worker Grade 3	Advanced Interpersonal Skills
Moderate Impact	Grade 2 Work	Basic Interpersonal Skills
Slight Impact	Home Care Worker Grade 2 or Grade 3	Basic Interpersonal Skills

Personal Care

All personal care tasks have been graded either as Grade 3 or Grade 2.

The criteria used for grading personal care tasks, is detailed below.

Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)

Who is responsible (is the client/carer responsible or is the care Worker responsible)

Bodily intrusion

The above criteria apply to Personal Care only, not other assistance provided in the household.

Showering/ Bathing	<ul style="list-style-type: none"> * Showering/Bathing adults and children with severely limited/uncontrollable body movements * Total bed bath/sponge where there is severely limited/uncontrollable body movements or serious comfort/health consideration 	<ul style="list-style-type: none"> * Assisting client to shower/bath self or totally showering/bathing client except where client has severely limited/uncontrollable body movements * Assisting with mobility or transferring to and from shower/bath except with clients who have severely limited/uncontrollable body movements * Assisting or transferring client to commode chair except where client has severely limited/uncontrollable body movements * Supervising children's bath * Bathing a baby * Total bed bath/sponge - exceptions Grade 3
Toileting	<ul style="list-style-type: none"> * Assisting in placement, removal, emptying, care and cleaning of sheaths and leg baths * Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site 	<ul style="list-style-type: none"> * Helping people to the toilet * Assisting people to use the toilet by loosening clothing * Assisting client to change own incontinence and sanitary pads
	<ul style="list-style-type: none"> * Changing or assisting with urinary diversion - colostomy and drainage bags * All bowel management except changing babies nappies and toileting children * Continual caring of someone with bowel incontinence including washing person * Changing bowel incontinence pads * Responsibility for sterilising glass catheters for people using intermittent catheters 	<ul style="list-style-type: none"> * Changing clients urinary incontinence pads * Assisting clients with bottles * Assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements * Changing babies nappies, toileting children
Menstrual Care	<ul style="list-style-type: none"> * Changing tampons and sanitary pads 	<ul style="list-style-type: none"> * Assisting with menstrual care
Skin Care	<ul style="list-style-type: none"> * Changing dressings on pressure areas, ulcers, burns, wounds, cuts and grazes only in circumstances outlined in Service Policy Manual * Application of treatment creams to genital Area 	<ul style="list-style-type: none"> * All skin care, eg: application of cream, rubbing pressure areas with lotions etc except where dressings are involved
Nasal Care	<ul style="list-style-type: none"> * Cleaning noses 	

Grooming	* All dressing/undressing where there are severely limited/uncontrollable body movements	* All hair care * Limited care of nails as details in Service Policy Manual * Shaving: Where there are uncontrollable body movements use electric razors only. (All other shaving - electric razors recommended). * All dressing/undressing or assistance with dressing/undressing except where there is severely limited/uncontrollable body movements
Oral Hygiene		* Assisting client with their own care of teeth or dentures * Care of teeth and dentures for the client by using tooth brush/tooth paste/oral solutions only
Oral Medication		* Assisting client with or administering liquid medicines, pills, powders, nose and eye drops according to Service Policy Manual.
Medication	* Suppositories * Giving insulin injections in circumstances outlined in Service Policy Manual.	
Transferring/ Mobility	* Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing	* Transferring client in and out of bed/chair/ car and assisting with mobility - exceptions see Grade 3
	* Using mechanical aids to lift and transfer clients Assisting client with transfers/mobility where: * client can offer limited/no assistance with weight bearing * particularly careful handling is required because of the client's health/disability * some lifting or physically awkward movement is involved for staff in the transfer/mobility of clients	* Assisting clients to turn or sit up - exceptions see Grade 3
Fitting of Aids/ Appliances		* Such as splints and callipers
Therapy	* Assisting with therapy in any of the following circumstances: - high degree of assistance is involved - Care Workers have total responsibility because client is unable to take responsibility for the therapy and carer/therapist is not on site - Specialised training/knowledge is required	* Assisting with therapy in any of the following circumstances: - low level of assistance is involved - carer/therapist is on site or client is able to take responsibility for the therapy or carer/therapy is on site - simple instructions required rather than specialised training/knowledge

Assisting with Eating	* Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved	* Assisting where there are no eating difficulties
-----------------------	--	--

OTHER ASSISTANCE (Not Grade 3 Personal Care Tasks)

When determining the grading for tasks other than Grade 3 Personal Care -Housework, Repetitive Upkeep and Respite Care - the Branch Manager or their delegate will need to consider the following:

What is the likely impact on the Worker, or the work to be performed from any household factor - including behaviours exhibited by the client or another household member.

Is the impact likely to be slight, moderate or pronounced because of some difficulty with client behaviour or household environment.

Examples of household factors which will often but not always have a significant impact on the work/Worker:

restless, wandering behaviour;

verbal abuse, aggression;

hearing or speech impairment which seriously affects communication;

extreme stress present due to household member with acute/terminal illness loss/bereavement;

households where children have been notified to DOCS as At Risk;

households where adults are at risk of abuse;

domestic violence;

where there is a severe allergy which requires additional care with the tasks;

The more pronounced the impact of household factors on care work, the higher the level of interpersonal skills required of the worker.

Moderate to pronounced impact would require a Worker with advanced interpersonal skills - Grade 3

Slight to moderate impact would require a Worker with basic interpersonal skills - Grade 2 or Grade 3

For examples of interpersonal skills see Schedule C.

For examples of grading other Assistance see Schedule B.

SCHEDULE A

GRADING PERSONAL CARE TASKS

Examples of Grading Personal Care with respect to the following criteria:

Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)

Who is responsible (is the client/carer responsible or is the care Worker responsible)

Bodily intrusion

Example - Grade 3 Personal Care

Providing total bowel care for a severely disabled client while their carer leaves for a break. Analysis of the task according to the factors above:

Total assistance

Care Worker totally responsible while carer is away

Bodily intrusion

Example - Grade 2 Personal Care

Assisting client to wash and dry their own hair. Analysis of the task according to the factors above:

Some assistance

Client is responsible

No bodily intrusion

SCHEDULE B

GRADING OTHER ASSISTANCE

Examples of Grading other assistance with respect to the following criteria:

Slight, moderate or pronounced impact on work/Worker

Level of interpersonal skills required by Worker

Examples - Grade 3

- A. Providing housekeeping assistance to a disabled client who displays aggressive behaviour and who is often verbally abusive. This behaviour results from a brain injury.

The likely impact on the work or Worker is moderate to pronounced, depending on the frequency of the aggressive behaviour and the presence of other adults in the household.

Worker will need advanced level of interpersonal skills to be able to perform the tasks, for example: assertiveness skills to deal with the aggression and abuse - knowledge of the client's condition and understanding of the effect on the client's behaviour - negotiating skills to request assistance or change arrangements, if necessary.

- B. Assisting disabled adult female to shower, wash her hair and dress. Severe arthritis impairs the client's ability to assist. The Worker cooks tea for the client in the evening, the client can feed herself.

However, the client often experiences severe depression which results in her becoming withdrawn and passive.

The impact of the client's condition on the work or Worker is likely to be moderate to pronounced as the work may take longer to perform and be more difficult for the Worker because of the client's passivity and depression.

Worker will need advanced level of interpersonal skills to be able to direct the client or to carry out tasks on own initiative at times when the client is depressed - to be sensitive to the client's behaviour and have advanced listening skills and empathy with the client.

Examples - Grade 2

- A. Providing activities for a blind adolescent girl as part of respite care. The worker will be following a plan which the carer has previously discussed and outlined. The carer is away from the home for the duration of the respite assistance.

The client's behaviour would have a slight to moderate impact on the work or Worker. The worker would need a basic level of interpersonal skills.

- B. Providing housekeeping assistance to an elderly woman who has severe asthma and heart problems. The impact on the work or worker is slight to moderate, depending on the client's health stability. The worker would need basic interpersonal skills, eg. ability to respond in a crisis.

SCHEDULE C**INTERPERSONAL SKILLS****Basic Interpersonal Skills - Care Worker Grade 2**

The following list consists of examples of interpersonal skills which a Care Worker Grade 2 is expected to have acquired to a basic level.

Listening skills

Empathy

Ability to respond appropriately in crisis situations

Ability to take appropriate action

Knowledge of disabilities

Understanding of client behaviour

Flexibility

Sensitivity and tolerance

Assertiveness

Awareness of communication difficulties

Ability to give clear and simple information

Ability to elicit clear directions from client/carer

Ability to use different communication methods, eg. communication board

Self-awareness

Genuineness/respect for client

Acceptance of client condition/lifestyle

Maintaining objectivity

Advanced Interpersonal Skills - Care Worker Grade 3

The following list consists of examples of interpersonal skills which Grade 3 Workers are expected to have acquired to an advanced level.

Empathy

Ability to direct client or carry out plan/action on own initiative

Ability to respond appropriately in crisis situations

Ability to take appropriate action

Knowledge of disabilities

Understanding of client behaviours

Flexibility

Sensitivity and tolerance

Assertiveness

Awareness of communication difficulties

Ability to give clear and simple information

Ability to elicit clear directions from client

Ability to clarify communication

Ability to use different communication methods, eg. communication board

Listening skills, includes active listening and listening to non-verbal behaviour

Self-awareness

Genuineness/respect for client

Acceptance of client condition/lifestyle

Ability to negotiate with household about the tasks performed

Maintaining objectivity

P. J. CONNOR, Commissioner

CLOTHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7592 published 2 September 2011.

(371 I.G. 604)

(No. IRC 471 of 2010)

CORRECTION

Delete instructions 1, 2, 3 and 4 from the variation published 2 September 2011 (371 I.G. 604) and substitute the following:

1. Delete clause 7, Absorption Commitment, of the award published 9 May 2008 (365 I.G. 1236), and insert in lieu thereof the following:

7. Absorption Commitment

- 7.1 The rates of pay in this Award include the adjustments payable under the State Wage Case 2010. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum wage adjustments.

- 7.2 The rates in Tables 1 - Rates of Pay, and the rates in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall operate from the beginning of the first pay period to commence on or after 16 December 2010.

2. Delete Part B - Monetary Rates and insert in lieu of the following:

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

Clause 6 - Rates of Pay

Adult Rates of Pay from the beginning of the first pay period to commence on or after 16 December 2010.

Skill Level	Award Rate SWC 2010 (4.25%) \$
Trainee	584.50
1	603.10*
2	628.10
3	651.50
4	689.00
5#	735.50**

- * Calculation for minute pay rate for PBR purposes
 ** Note yet determined as to relativity
 # Not a skill level

Table 2 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 16 December 2010.

Item No.	Clause No.	Brief Description	Amount SWC 2010 (4.25%) \$
1	6.6.1	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist rate	17.15
2	6.6.2	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist	12.60
3	17.1	Meal Money	9.95
4	46.1	Disability allowances - Inadequate dining facilities	4.20
5	46.2	Disability Allowances - Inadequate rest facilities	4.20

3. Delete the paragraph commencing "Wages" in clause 63, Schedule C, Information to be given to Outworkers, and insert in lieu thereof the following:

Wages - According to law, as at 16 December 2010 the usual weekly wage for 38 hours, Monday to Friday is \$628.10. The hourly rate is \$16.53. Remember, the law says you must not be paid less than the hourly rate according to the award.

4. This variation shall take effect from the first full pay period to commence on or after 16 December 2010.

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (HEALTH CARE COMPLAINTS COMMISSION, MEDICAL ADVISERS) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. IRC 1563 of 2011)

Before The Honourable Justice Boland, President

10 October 2011

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Salaries and Progression
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Employment Arrangements
7.	Leave Arrangements
8.	Personal/Carer's Leave
9.	Deduction of Union Membership Fees
10.	Grievance and Dispute Resolution Procedures
11.	Anti-Discrimination
12.	No Further Claims
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This Award shall be known as the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2011.

2. Parties

This award is made between the Director of Public Employment, the Health Care Complaints Commission and the Australian Salaried Medical Officers' Federation (New South Wales).

3. Definitions

"Award" means the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2011.

"Department Head" means the Commissioner of the Office of the Health Care Complaints Commission (HCCC).

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

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

"Medical Adviser" means and includes all persons employed as a Medical Adviser by the HCCC whether employed on a full time or part time basis.

"Agency" or "Department" means the Office of the Health Care Complaints Commission (HCCC).

4. Salaries and Progression

- 4.1 Hourly rates of pay for Medical Advisers employed by HCCC are as provided in Table 1 - Salaries, of Part B, Monetary Rates.
- 4.2 The hourly rate is payable for all time worked in accordance with clause 6.
- 4.3 Payment of Overtime - additional compensation for overtime and on-call or recall duty is not payable under this Award.
- 4.4 Progression to a higher level is subject to 12 months satisfactory conduct, performance and attendance and the approval of the Commissioner.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 5.1 The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 5.7
- 5.2 For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 4, Salaries and Progression, and outlined in Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 5.3 By mutual agreement with the DPE, 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 DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 5.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 5.5 The agreement shall be known as a Salary Packaging Agreement.
- 5.6 Except in accordance with subclause 5.7, 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 Agency at the time of signing the Salary Packaging Agreement.
- 5.7 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:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 5.8 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.
- 5.9 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 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.
- 5.10 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 5.9 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.
- 5.11 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 4, Salaries and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 5.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.

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

6. Employment Arrangements

- 6.1 A standard day is 7 hours per day.
- 6.2 Generally Medical Advisers may work their agreed hours between the hours of 7.00 am and 6.00 pm Monday to Friday. In exceptions, work may be performed outside these hours, but will be remunerated at the hourly rate.
- 6.3 Medical Advisers, in agreement with the Commissioner, may nominate the commencing and concluding times of their agreed hours.
- 6.4 A lunch break of at least 30 minutes must be taken after 5 hours continuous work.
- 6.5 Part-time Work - The provision for part-time work as prescribed by the Agency's Flexible Work Practices Policy will apply to Medical Advisers employed under this award.
- 6.6 Private Practice - Medical Advisers may engage in private practice outside their agreed working hours. For Medical Advisers working full time hours, private practice is to be considered as second or other employment and the employees are to obtain permission from their employer pursuant to section 59 of the Public Sector Employment and Management Act 2002.
- 6.7 In accordance with the HCCC's Code of Conduct, there shall be no conflict or incompatibility between personal interests and the impartial fulfilment of public or professional duty. Any private work with or for any person or body with an interest in a proposed or current contract with the HCCC must be disclosed to the Commissioner.

7. Leave Arrangements

The leave provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, as amended from time to time, apply to Medical Advisers covered by this award.

- 7.1 Medical Advisers will be paid for public holidays or leave taken on days specified as their agreed day of work or a day when they are requested to work.
- 7.2 Part-time Medical Advisers accrue recreation leave on a pro rata basis.
- 7.3 A loading of 1/12th of the hourly rate will apply to payment for additional hours worked in excess of the normal weekly agreed hours.

8. Personal/Carer's Leave

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, as amended from time to time, shall apply.

9. Deduction of Union Membership Fees

- 9.1 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.
- 9.2 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.

- 9.3 Subject to 9.1 and 9.2 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 in writing to make such deductions.
- 9.4 Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 9.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 9.6 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.

10. Grievance and Dispute Resolution

- 10.1 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.
- 10.2 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.
- 10.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the Medical Adviser to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 10.4 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 their attention.
- 10.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 10.6 The Department Head may refer the matter to the DPE for consideration.
- 10.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 10.8 A staff member, at any stage, may request to be represented by their union.
- 10.9 Any of the parties may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, union, department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in clauses 10.1 to 10.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

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

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

12. No Further Claims

- 12.1 During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 12.2 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.

13. Area, Incidence and Duration

- 13.1 This award shall apply to all classifications contained herein.
- 13.2 The employees covered by this award are employed in terms of the *Public Sector Employment & Management Act 2002*, and to the extent that this award is silent, will be covered by the provisions of that Act and associated Regulations and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied.

- 13.3 This award rescinds and replaces the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2009 published 27 March 2009 (367 I.G. 528), as varied.
- 13.4 This Award will take effect from 1 October 2011. The Award will remain in force for the period to 30 September 2012 or until varied or rescinded in accordance with the provisions of *Industrial Relations Act* 1996.

PART B

MONETARY RATES

Table 1 - Salaries

Medical Adviser	1 October 2011
Level 1	2.5%
Level 2	108.21
Level 3	116.21
	124.22

R. P. BOLAND J, *President*

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SERIAL C7656

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE - PARKS AND WILDLIFE GROUP) FIELD OFFICERS
AND SKILLED TRADES SALARIES AND CONDITIONS 2011 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1161 of 2011)

Before The Honourable Justice Boland, President

21 September 2011

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties
5.	Salaries
6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	Standby Arrangements - Including Standby associated with Declared Incident
9.	Higher Duties
10.	Appointment
11.	Progression
12.	Project Teams
13.	Hours of Work
14.	Variation of Hours
15.	Overtime - General
16.	Meal Breaks
17.	Rest Breaks
18.	Temporary, Casual and School Based Apprentices Work Arrangements
19.	Part-Time Work Arrangements
20.	Job Sharing
21.	Public Holidays
22.	Leave
23.	Recreation Leave and Annual Leave Loading
24.	Family And Community Service Leave
25.	Excess Travel Time
26.	Contact with Officers on Parental and Maternity Leave
27.	Incident Conditions
28.	Working From Home
29.	Dependent Care
30.	Families And Field Work
31.	Training and Development
32.	Study Assistance
33.	Training Competency

34. Engagement of Contractors
35. Anti-Discrimination
36. Redundancy Entitlements
37. Workplace Environment
38. Housing
39. Industrial Grievance Procedure
40. Deduction Of Union Membership Fees
41. Saving of Rights
42. No Extra Claims
43. Area, Incidence and Duration

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

Table 2 - Salary Schedule for Field Officer Classification

2. Title

This award shall be known as Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2011 Award.

2. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camps.

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

"Allocated Days Off" means the day/s that the officer who works set patterns of hours as detailed in this award has off each settlement period as a result of that officer accruing the necessary hours.

"Area Manager", means the officer who manages the parks, resources and officers of an Area and reports to a Regional Manager.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Contract hours" for the day for a full time officer, means one fifth of the full time 35 hours, as defined in this award. For a part time officer, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Department" means, from 4 April 2011, the Office of Environment and Heritage within the Department of Premier and Cabinet (which was established following the abolition of the Department of Environment,

Climate Change and Water) as a result of the Public Sector (Employment and Management) Departments Order 2011.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Director General" means Chief Executive of the Office of Environment and Heritage.

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

"Dispute" is a disagreement between officers and the Department concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an officer either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both departmental responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a duty officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employer for Industrial Purposes" means the Director, Public Employment.

"Employer for all purposes other than Industrial" means the Chief Executive of the Office of Environment and Heritage.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an officer's normal work location, and which precludes the officer from returning to his normal place of abode at the conclusion of each shift.

Field Officer (Bush Fire Management Program) Classifications are for the Bush Fire Management Funding Program 2010.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an officer against another officer and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Director General or delegate. (N.B. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is Departmental participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are PWG officers whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6.00 a.m. to 8.00 p.m.

"Nominated working place" means the location where an officer normally commences work.

"Officer" means an employee in the Parks and Wildlife Group of the Department including those employed on a temporary basis but does not include those employed under individual contracts through employment agencies, officers employed pursuant to the provisions of the Crown Employees (Senior Officer Salaries 2004) Award or those employed in the Senior Executive or Chief Executive Services, or those persons employed and paid as casuals.

"Ordinary working hours" means the average number of hours the officer is required to work each week.

"PWG" means the Parks and Wildlife Group of the Office of Environment and Heritage.

"Regional Manager" means the officer who manages the parks, resources and officers of a Region and reports to a Branch Director of PWG.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the Department, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an officer who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are officers whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6.00 a.m.- 8.00 p.m.

"Standby" means an approved period of time outside normal working hours, when officers, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the officer's immediate supervisor or manager or any other officer authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Officer" means any officer engaged in terms of Chapter 2, Part 2.4 Temporary Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - New South Wales Branch and the Electrical Trades Union.

4. Parties

4.1 The "Parties" to this Award are:

- (i) Director, Public Employment for the Office of Environment and Heritage (OEH);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

5. Salaries

5.1 The salary rates paid to officers covered by this award are specified in Tables 1 & 2 in this Award.

5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications and provide for:

2.5% increase from the first full pay period on or after 1 July 2011.

The increase referred to above, insofar as they apply from the first full pay period on or after 1 July 2011, shall be paid to employees as at the date of the making of this Award

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

5.3 The salary rates are all inclusive of the following allowances:

- (a) Diving
- (b) Kosciusko
- (c) Dry Cleaning
- (d) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2008 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades staff under this award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

6.1 The entitlement to salary package in accordance with this clause is available to:

- (i) permanent full-time and part-time officers;
- (ii) temporary officers, subject to Departmental convenience; and
- (iii) casual employees, subject to the Departmental convenience, and limited to salary sacrifice to superannuation in accordance with subclauses 6.7-6.9.

6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the officer's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

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

6.3 By mutual agreement with the Director General, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:

6.3.1 a benefit or benefits selected from those approved by the DPE; and

6.3.2 an amount equal to the difference between the officer's salary, and the amount specified by the DPE for the benefit provided to or in respect of the officer in accordance with such agreement.

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

6.5 The agreement shall be known as a Salary Packaging Agreement.

6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Director General at the time of signing the Salary Packaging Agreement.

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

- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 6.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 6.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 6.8 Where the officer 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.
- 6.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
- 6.9.2 *Superannuation Act 1916*;
- 6.9.3 *State Authorities Superannuation Act 1987*; or
- 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 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.
- 6.11 Where the officer makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under Part B Monetary Rates this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The DPE 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.
- 6.13 The DPE 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 officer may elect to terminate the Salary Packaging Agreement.

7. Allowances

- 7.1 Allowances payable in terms of clauses 7.2, 7.3 and 7.4 listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

7.2 Boot Allowance

A boot allowance is payable to any officer who works in the field where suitable boots are not provided by the Department. The allowance is to be a maximum of \$142 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of PWG.

7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an officer is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

- (i) where meals are provided by the Department, \$62.20 or \$2.59 per hour
- (ii) where meals are not provided by the Department, \$99.52 or \$4.14 per hour

7.3.4 The Department will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate officers for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in subclause 7.4.5 Table 1 of this clause, will be paid to those officers who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to officers on Lord Howe Island.

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$3,732	\$2,612
B	\$4,976	\$3,483
C	\$6,220	\$4,354

To be paid from the first full pay period to commence on or after 1 July 2011.

Table 2

Grade "A" All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B" is payable to officers living in the following locations:
 Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga,
 Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie,
 Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia,
 Willandra, and including Menindee, Kinchega, Macquarie Marshes and
 Gunderbooka

Grade "C" is payable to officers living in the following locations:
 Fort Grey, Mutawintji, Mount Wood, Nocolleche, Olive Downs,
 Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple,
 Lord Howe Island and Montague Island

7.4.6 Should officers be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Unions.

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by Resorts Group

7.5.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would the Department require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$26.43 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

8. Standby Arrangements - Including Standby Associated With Declared Incidents

8.1 Standby roles - officers may be directed to be on standby as a:

(i) Duty Officer - either for general standby or associated with a declared incident (refer to definitions clause); or

(ii) General standby - an officer appointed on standby to respond to after hours duty as required.

8.2 Standby duties - officers directed to be on standby must be readily contactable by telephone, radio or pager where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Officers who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.

- 8.3 Duty Officer support - a Duty Officer may have access to departmental after hours contact lists, a department vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;
- 8.4 Standby hours - the time an officer, can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
 - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
 - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.
- 8.5 Standby rates
- 8.5.1 An officer required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

9. Higher Duties

- 9.1 Officers who relieve in a higher position for a period of at least 5 consecutive work days will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher position and the officer's salary. The proportions shall depend on the range and level of duties performed in the position. Where the position is vacant, an officer relieving in the position shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant position and the officer's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the positions.
- 9.2 The terms and conditions of the higher duties apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.

10. Appointment

- 10.1 Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the Public Sector Employment and Management Act 2002.
- 10.2 Appointment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

11. Progression

- 11.1 General
- 11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.
 - 11.1.2 Increments shall be processed by supervisors within one (1) month of receipt
 - 11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.

11.2 Progression and competency applications for Field Officer classification.

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

12. Project Teams

12.1 The Director General or nominee may request officers to perform work in a designated project team.

12.2 An officer may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the officer shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An officer working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.

12.5 Project team jobs may be either full-time or part-time.

13. Hours of Work

13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of officers.

13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).

13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6 a.m. and 8 p.m.

13.3.2 Officers, except those in positions under the Field Officer classification, may only be rostered to work ordinary hours between 6 p.m. and 8 p.m., when the officer agrees.

13.3.3 The standard coretime shall be between the hours of 9.30a.m. and 3.30p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of Crown Conditions Award

13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8.30a.m. and 4.30p.m. on a weekday when an appropriate level of service is maintained in PWG work locations.

13.3.5 Pattern of hours is the way hours are worked each settlement period; e.g., start/finish times and days of the week for 7 day roster workers.

13.3.6 The pattern of hours will be agreed to between the officers and management of the area with regard to the needs of the Department, the needs of officers and the provision of services to the Department's customers.

13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.

- 13.3.8 Hours of work for positions and/or classifications will be as set out in clause 13.4.
- 13.3.9 No officer will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 13.3.10 Permanent changes to the pattern of hours for an officer are subject to consultation with the officer and/or the Union.

13.4 Ordinary hours of work may be organised as follows:

13.4.1 Monday to Friday Workers

Ordinary hours to be worked from Monday to Friday (inclusive).

Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 15, Overtime - General, of this Award.

13.4.2. Defining Monday to Friday Workers

- (i) A Review Committee will be established for the purpose of determining the number, if any, of positions to be reclassified from Seven Day Roster positions to Monday to Friday Day positions in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 13.4.2(i) above, the Review Committee will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 13.4.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
- (iv) New employee(s) will only be offered a Monday to Friday Roster position if a vacancy exists in this category as determined in clause 13.4.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 39, Industrial Grievance Procedure.

13.4.3. Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a position being reclassified from Monday to Friday to a Seven Day Roster position will be made by the Department on the basis that:
 - (a) Where an employee employed in a Monday to Friday position performs work on more than:
 - 23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the Department (and the department will not unreasonably withhold agreement) to have the position converted to a Seven Day Roster Worker position that attracts the loading; or
 - (b) By agreement between the local manager and delegate, a Monday to Friday Day position is converted to a Seven Day Roster position.

- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in clause 13.4.6 below.

13.4.4. Temporary Field Officer - Bushfire Management Program

- (i) This clause contains temporary arrangements for the Enhanced Bush Fire Management Program of 2010. These arrangements will apply for a limited period of 3 years expiring on 30 June 2014 and may be extended for a defined period by agreement between the AWU and management.
- (ii) Field Officers- Bushfire Management Program, Senior Field Officers- Bushfire Management Program, Field Supervisors- Bushfire Management Program and Senior Field Supervisors- Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in clause (ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in clause (ii) can be converted to a Seven Day Roster Worker position in accordance with clause 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive position as a Seven Day Roster Worker, they will be entitled to loading pursuant to clauses 13.4.5 (vii) -or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster positions vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

13.4.5. Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in subclause 13.4.5 (ii) except where subclauses 13.4.2, 13.4.3 and 13.4.4 apply.
- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional positions will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to clause 13.4.6. Current Employees will retain the loading should they transfer or win a promotion to another position as defined in the default employment category.
- (iv) Ordinary hours for officers are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6 a.m. to 8 p.m., unless otherwise agreed to between the Department and the officer concerned.
- (v) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Officers working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the Department and the officer concerned.

- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster positions for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an officer agrees to work more than the maximum specified in subclauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Officers referred to in (vii) or (viii) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

Table 3

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

13.4.6 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
 - (a) clause 13.4.2 being satisfied; and,
 - (b) with written approval from the Department.
- (ii) Prior to externally advertising a vacant Seven Day Roster position of the same classification that attracts the loading, the position will:

In the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading;

If no employees that have previously opted out accept the offer to opt back in, the position will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

13.4.7 Set Pattern of Hours

- (i) These provisions apply to officers who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the officer and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6.00 a.m. and 8.00 p.m. (Monday to Sunday) inclusive.

- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
 - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
 - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks notice prior to the commencement of this arrangement shall be given to the Regional Manager where possible, and 2 weeks notice of its cessation,
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

14. Variation of Hours

- 14.1 Where the Department directs that the set starting and finishing times and/or days to be worked be changed, officers shall be given at least 2 weeks notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between the Department and the officers within the bandwidth, no penalty is paid.
- 14.3 Where the Department provides 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the Department does not provide 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the officer requests a variation to hours and/or days and this is agreed by the Department, no loading shall be paid.
- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6am to 10pm. The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours notice without the payment of the additional 25% loading penalty

15. Overtime - General

15.1 General

15.1.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the Department; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

15.2 Overtime at Home

15.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

16. Meal Breaks

16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, officers shall be allowed at least 30 minutes.

16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

17. Rest Breaks

17.1 There must be a break of at least ten (10) consecutive hours between an officer's normal finishing time and normal start time.

17.2 Officers required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.

17.3 Where an officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

17.4 Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.

17.5 Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18. Temporary, Casual and School Based Apprentices Work Arrangements

18.1 Temporary officers and casual employees will be employed by the Department in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.

18.2 Temporary Officers

- 18.2.1 Temporary officers may be employed by the Department on either a full time or part time basis in any PWG classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on a permanent basis.
- 18.2.2 Temporary officers shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.
- 18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.

18.3 Casual Employees

- 18.3.1 Casual employees shall be engaged by the Department on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 18.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate
 - (ii) Rate for Monday to Friday = base hourly rate plus 25%
 - (iii) Rate for Saturday = base hourly rate plus 58%
 - (iv) Rate for Sunday = base hourly rate plus 83%
 - (v) Rate for Public Holidays = base rate plus 158%

The rate of pay of casuals shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

- 18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.
- 18.3.4 Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.
- 18.3.5 Overtime payments for casuals are calculated on the ordinary base hourly rate (the 25% loading is not included).
- 18.3.6 Except as otherwise provided for in this clause, Casuals shall also receive the benefit of leave entitlements in accordance with Clause 12 (iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.
- 18.3.7 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

18.4 School Based Apprentices

18.4.1 Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subclause 18.4.2 (i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

18.4.3 Conversion from a school based apprentice to a full time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

18.4.4 Conditions of Employment

- (i) Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

19. Part-Time Work Arrangements

19.1 Part-time work may be available to:

19.1.1 permanent and temporary officers who wish to work part-time in an existing position;

19.1.2 existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;

19.1.3 Officers recruited and appointed to a position where the approved hours are less than fulltime.

19.2 The decision to work part-time is voluntary. No officer shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.

19.3 Officers employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the position.

19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.

- 19.5 Officers employed on a part time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Officers employed on a part time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

20. Job Sharing

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 The Department will support officers sharing a position provided that the:
- 20.2.1 arrangement is fair and equitable to the officers involved;
 - 20.2.2 officers involved in the job sharing arrangement agree to the arrangement;
 - 20.2.3 arrangement can be on a permanent or temporary basis;
 - 20.2.4 arrangement is in the best interests of the smooth functioning of the Department, ensuring that customer/client Department relationship is maintained.
- 20.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

21. Public Holidays and Public Service Holiday

- 21.1 General
- 21.1.1 Unless directed to attend for duty by the Director General or delegate, an officer is entitled to be absent from duty on any day which is:
 - (i) a declared public holiday throughout the State;
 - (ii) a declared local holiday in the part of the State at or from which the officer performs duty; and
 - (iii) a Public Service Holiday in accordance with any directives issued by the DPE (this replaces the Union Picnic Day).
 - 21.1.2 If a declared local holiday falls during an officer's absence on leave, the officer is not to be credited with the holiday.
- 21.2 Monday to Friday Workers
- 21.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with clause 15, Overtime - General.
 - 21.2.2 Officers who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

21.3 Seven Day Roster Workers

21.3.1 Officers covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13, Hours of Work.

21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13, Hours of Work or clause 15, Overtime - General, as is appropriate.

21.3.3 Provisions of clause 21.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14 of this award. The officer will be entitled to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

22. Leave

22.1 General

22.1.1 General leave conditions of officers under this Award shall be regulated in accordance with the provisions contained within:

the Act and Regulation, and

Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award, and

The Department's policies as agreed and reviewed from time to time.

22.2 Officers employed on a part time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

23. Recreation Leave and Annual Leave Loading

23.1 Recreation Leave

23.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year.

23.2 Annual Leave Loading

23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

24. Family and Community Service Leave

24.1 The application of Family and Community Service Leave for officers covered by this award shall be in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

25. Excess Travel Time

- 25.1 Excess Travel Time shall be regulated in accordance with the provisions of Clause 27 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

26. Contact With Officers on Parental and Maternity Leave

- 26.1 All parties agree to implement the PWG's Parental/Maternity Leave Contact Policy which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.
- 26.2 It is recognised that some officers may not wish to keep in contact with the Department while they are on leave.

27. Incident Conditions

27.1 General

- 27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.
- 27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.
- 27.1.3 Adjustments to hours will be carried forward to the next settlement period.
- 27.1.4 On successful completion of basic fire fighting training all officers will be issued with appropriate personal protective and other equipment in accordance with the Department's Fire Management Manual as varied from time to time.
- 27.1.5 Officers directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Officers will be further compensated by single hourly rate for all hours travelled. Such officers will have the same option as officers called from an Allocated Day Off as in subclause 27.2.5.
- 27.1.6 'Incident Controller' within this clause means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

27.2 Conditions

- 27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in clause 27.5 Incident Responsibility Rates, whichever is the greater.
- 27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.
- 27.2.3 All travel to and from an incident will be paid as if part of the Incident.
- 27.2.4 If an officer is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.

27.2.5 Officers required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, officers may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where officers are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Officers shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the Department's job evaluation process. Only those persons assigned to positions identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

Table 4

	1/07/2008	1/7/2009	1/7/2010	1/7/2011
Crew Member	\$48,928	\$50,885	\$52,920	\$54,243
Crew Leader	\$54,972	\$57,171	\$59,458	\$60,944
Sector Commander	\$61,025	\$63,466	\$66,005	\$67,655
Divisional Commander	\$69,112	\$71,876	\$74,751	\$76,620
Operations Officer	\$74,205	\$77,173	\$80,260	\$82,267
Planning Officer	\$74,205	\$77,173	\$80,260	\$82,267
Logistics Officer	\$91,898	\$95,574	\$99,397	\$101,882
Incident Controller	\$101,849	\$105,923	\$110,160	\$112,914
Deputy Incident Controller				
Safety Officer				
Situation Officer				
Situation Unit Leader				
Resource Officer				
Resource Unit Leader				
Air Attack Supervisor				
Air Operations Manager				
Air Observer				
Airbase Manager				

27.5.2 Officers with specific skills assigned to work in any of the identified incident positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For officers on higher duties the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional incident positions has not been determined officers will be paid their substantive hourly rate or for officers on higher duties the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

27.5.5 Officers must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

27.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2008) Award or any successor instrument to that award.

27.6 Payment associated with Incidents

27.6.1 This replaces the provisions of Clause 15, Overtime, in relation to overtime worked in respect of incidents.

27.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

27.6.3 No officer shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g., 30-45 minutes. Where meals are provided to an officer on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

27.7 Family and Dependent Care During Incident Conditions

27.7.1 The Department will compensate officers for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

27.7.2 The Department will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.

27.8 Provision of meals and accommodation whilst working on Incident

27.8.1 The Department will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.

27.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

27.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.

27.8.4 Wherever possible officers will be allowed to return home or the Department will provide accommodation in a hotel or motel.

27.8.5 Where returning home or to other accommodation is not possible or practical and the officers are required to camp, they will be paid the Field Allowance set out in Clause 7, Allowances, of this Award.

27.9 Standby Associated with Incidents

27.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.

28. Working from Home

28.1 Supervisors may allow officers to work from home: however, working from home is not to be a routine arrangement.

28.2 Officers covered by this Award may be given approval to work from home from time to time.

28.3 Greater access to working from home is to be given to officers where:

28.3.1 family members are sick; or

28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;

28.3.3 for weekend and night emergency incident management; and

28.3.4 the nature of the work allows for it.

28.4 In some cases where family members are sick, officers may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).

28.5 When working at home, officers must ensure that they are contactable by their office.

28.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

29. Dependent Care

- 29.1 Where dependents of the officer are sick and require care, the Department will continue to support the officer in the following ways:
- 29.1.1 In accordance with Clause 74 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that award; or
- 29.1.2 Where circumstances allow, an officer may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an officer with a sick dependent is required to attend to work that can not be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 The Department will meet the additional costs involved in before or after school care, where an officer is required to work beyond their regular hours, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
- 29.4.1 To enable officers to attend residential training and development activities.
- 29.4.2 To officers required to work during emergency situations.
- 29.4.3 To ensure that officers are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 The Department will compensate the officer for additional dependent care expenses relating to hours worked during the incident.

30. Families and Field Work

- 30.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 30.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 30.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

31. Training and Development

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the Department.
- 31.2 The training and development of officers covered by this Award will be linked to the Performance Management and Development System or any replacement Performance Management System agreed to by the parties. Staff Development Plans will be established through the system and be relevant to the officer's current position and their future career path.
- 31.3 All Training and development will be managed and conducted in accordance with the Department's Learning and Development Framework as varied from time to time.
- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable officers with dependent responsibilities to pursue residential training and development opportunities.

32. Study Assistance

- 32.1 The OEH will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 32.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- 32.2.1 The following costs associated with courses -
- (i) Higher Education Contribution Help scheme Fee; or
 - (ii) TAFE compulsory fees; or
 - (iii) Compulsory post-graduate fees; or
 - (iv) Compulsory full fee paying course fees
- will be reimbursed by the Department in accordance with the guidelines following.
- 32.3 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an officer of the OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Director General; or
 - (ii) is their second or successive qualification as an officer of the OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Director General.
- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause 32.3(i) or \$12,000 in respect of subclause 32.3 (ii) of this clause, where other requirements have been met as in clause 32.6 below.
- 32.5 At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in 32.4 above.
- 32.6 To be eligible to receive a refund, an officer must:
- (i) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 32.7 Officers who receive prior approval for study assistance for a particular course, or qualification under the PWG policies that existed prior to the implementation of this award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under 32.3 (ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under clause 32.3(i) any subsequent application for study assistance will be treated as a second application under subclause 32.3 (ii) of this clause.

- 32.9 The costs associated with courses as outlined in sub-clause 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses 32.3 (i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

33. Training Competency

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

34. Engagement of Contractors

- 34.1 The Department is committed to establishing a consultative process regarding the use, including supervision, of contractors by the Department. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Employment Office, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

35. Anti-Discrimination

- 35.1 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.
- 35.2 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.
- 35.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 35.4 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.
- 35.5 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.
- 35.6 NOTES
- 35.6.1 Employers and officers may also be subject to Commonwealth anti-discrimination legislation.
- 35.6.2 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."

36. Redundancy Entitlements

- 36.1 Redundancy provision payments will be made in accordance with the NSW Government's Managing Excess Employees Policy in the NSW Public Sector, as varied from time to time.

37. Workplace Environment

- 37.1 The Department will ensure that all officers are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Occupational Health and Safety Act 2000*.
- 37.2 While there are no requirements for office workplaces, the Department agrees to provide officers covered by this Award with reasonable conditions and space.
- 37.3 Smoking is prohibited at all indoor PWG workplaces and in Department vehicles.

38. Housing

- 38.1 The parties agree to consult on future issues related to Department-owned housing including the preparation of briefs for valuers.
- 38.2 All officers occupying a Department house will be required to sign a tenancy agreement.

39. Industrial Grievance Procedure

- 39.1 General
- 39.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 39.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.
- 39.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Department may be represented by an industrial organisation of employers, and the officers of the Department may be represented by an industrial organisation of officers.
- 39.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director-General or delegate.
- 39.2 Steps to Resolve Industrial Grievances or Disputes
- 39.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:
- Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The officer(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2.If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3.If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4.The matter is discussed between senior representatives of the Department and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5.If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act, 1996*.

40. Deduction of Union Membership Fees

- 40.1 Each Union shall provide the Department with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.
- 40.2 The Union(s) shall advise the Department 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 Department at least one month in advance of the variation taking effect.
- 40.3 Subject to 40.1 and 40.2 above, the Department shall deduct Union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with its rules of membership, provided that the officer has authorised the Department to make such deductions.
- 40.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Union (s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to officers' Union membership accounts.
- 40.5 Unless other arrangements are agreed by the Department and the Union (s), all Union membership fees shall be deducted on a fortnightly basis.
- 40.6 Where an officer 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 officer to make a fresh authorisation in order for such deductions to continue.

41. Saving of Rights

- 41.1 No officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

42. No Extra Claims

- 42.1 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.

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.

43. Area, Incidence and Duration

- 43.1 This Award will apply to officers and casual employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the Parks and Wildlife Group of the Office of Environment and Heritage.
- 43.2 This Award will not apply to officers:
- (i) that transferred to the Department where these officers occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) that are employed in the Senior Executive Service (SES); or
 - (iii) that are employed in the Botanic Gardens Trust; or
 - (iv) whose conditions of employment are determined by the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award or any successor instrument to that Award including officers who are occupying Field Officer classifications where the position description specifies the position's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
 - (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2011 or any successor instrument to that Agreement.
- 43.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award 2009, or any successor instrument to that Award apply to officers covered by this Award.
- 43.4 The award shall take effect on and from 1 July 2011 and shall remain in force nominally until 30 June 2012.
- 43.5 This award rescinds and replaces the Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2009 Award published 28 August 2009 (368 I.G. 1339) as varied on 27 May 2011, IRC 740 of 2011 and all other variations made to this Award.

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

CLASSIFICATION/GRADE/YEAR	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING			
	ANNUAL SALARY \$ ROUNDED			
	1 July 2008	1 July 2009	1 July 2010	1 July 2011
TRADESPERSON				
Tradesperson Level 1	\$49,475	\$51,454	\$53,512	\$54,850
Tradesperson Level 2	\$51,025	\$53,066	\$55,189	\$56,569

Tradesperson Level 3	\$52,814	\$54,927	\$57,124	\$58,552
Tradesperson Level 4	\$55,573	\$57,796	\$60,108	\$61,611
Tradesperson Level 5 yr 1	\$56,285	\$58,536	\$60,877	\$62,399
Tradesperson Level 5 yr 2	\$59,357	\$61,731	\$64,200	\$65,805
Electronics Tradesperson	\$62,324	\$64,817	\$67,410	\$69,095
TRADES APPRENTICE YEAR (PERCENTAGE)				
1st Year (50%)	\$24,738	\$25,728	\$26,757	\$27,426
2nd Year (60%)	\$29,685	\$30,873	\$32,107	\$32,910
3rd Year (75%)	\$37,107	\$38,591	\$40,135	\$41,138
4th Year (85%)	\$42,054	\$43,736	\$45,485	\$46,622

- Competency Criteria for Skilled Trades**
- Level 1 Base trade. Appointees to this level must have appropriate trade qualifications.
- Level 2 Base trade plus the ability to perform general park maintenance duties, when required.
- Level 3 A tradesperson who is able to:
- work with the minimum amount of supervision
 - work with the minimal amount of technical direction
 - solve technical problems
 - meet deadlines
 - ensure quality control of work; and
 - perform general park maintenance duties when required.
- Level 4 Senior Tradesperson
- is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or
- supervises the work of other tradespersons, including setting work priorities and allocating tasks.
- Level 5 Appointment to this level is by competitive selection to advertised vacancies.
- This level includes the Maintenance Supervisor position, which is responsible for the field officers of a district.
- A trade position which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a position at this level.

Progression

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

De-Skilling

The classification structure for tradespersons is not designed to promote deskilling of tradespersons.

As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

Table 2 - Salary Schedule For Field Officer Classification

CLASSIFICATION/GRADE/YEAR	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING			
	ANNUAL SALARY \$ ROUNDED			
	1 July 2008	1 July 2009	1 July 2010	1 July 2011
AWU classification - Officers employed from 4/8/05				
Field Officer Base Grade 1/2 - AWU				
Field Officer Base Grade 1 yr1- AWU	\$37,084	\$38,567	\$40,110	\$41,113
Field Officer Base Grade 1 yr2- AWU	\$38,020	\$39,541	\$41,123	\$42,151
Field Officer Base Grade 2 yr1- AWU	\$38,898	\$40,454	\$42,072	\$43,124
Field Officer Base Grade 2 yr2- AWU	\$40,712	\$42,340	\$44,034	\$45,135
Field Officer Grade 1/4				
Field Officer Grade 1 yr1	\$37,084	\$38,567	\$40,110	\$41,113
Field Officer Grade 1 yr2	\$38,020	\$39,541	\$41,123	\$42,151
Field Officer Grade 2 yr1	\$38,898	\$40,454	\$42,072	\$43,124
Field Officer Grade 2 yr2	\$40,712	\$42,340	\$44,034	\$45,135
Field Officer Grade 3A yr1	\$46,455	\$48,313	\$50,246	\$51,502
Field Officer Grade 3A yr2	\$47,274	\$49,165	\$51,132	\$52,410
Field Officer Grade 4A yr1	\$48,597	\$50,541	\$52,563	\$53,877
Field Officer Grade 4A yr2	\$49,475	\$51,454	\$53,512	\$54,850
AWU classification - Existing officers employed prior to 4/8/05				
Field Officer Grade 1/4				
Field Officer Grade 1 yr1	\$42,876	\$44,591	\$46,375	\$47,534
Field Officer Grade 1 yr2	\$43,677	\$45,424	\$47,241	\$48,422
Field Officer Grade 2 yr1	\$44,333	\$46,106	\$47,950	\$49,149
Field Officer Grade 2 yr2	\$45,182	\$46,989	\$48,869	\$50,091
Field Officer Grade 3A yr1	\$46,455	\$48,313	\$50,246	\$51,502
Field Officer Grade 3A yr2	\$47,274	\$49,165	\$51,132	\$52,410
Field Officer Grade 4A yr1	\$48,597	\$50,541	\$52,563	\$53,877
Field Officer Grade 4A yr2	\$49,475	\$51,454	\$53,512	\$54,850
Field Officer Grade B3/B4				
Field Officer Grade 3B yr1	\$46,455	\$48,313	\$50,246	\$51,502
Field Officer Grade 3B yr2	\$47,274	\$49,165	\$51,132	\$52,410
Field Officer Grade 4B yr1	\$48,597	\$50,541	\$52,563	\$53,877
Field Officer Grade 4B yr2	\$49,475	\$51,454	\$53,512	\$54,850
Senior Field Officer/Senior Field Officer Plant Grade 1/2				
Snr Field Off/SFO Plant Gr1 yr1	\$50,573	\$52,596	\$54,700	\$56,068
Snr Field Off/SFO Plant Gr1 yr2	\$51,433	\$53,490	\$55,630	\$57,021
Snr Field Off/SFO Plant Gr2 yr1	\$52,474	\$54,573	\$56,756	\$58,175
Snr Field Off/SFO Plant Gr2 yr2	\$53,571	\$55,714	\$57,943	\$59,392
Field Supervisor Grade 1/2				
Field Supervisor Gr 1 yr1	\$55,410	\$57,626	\$59,931	\$61,429
Field Supervisor Gr 1 yr2	\$56,680	\$58,947	\$61,305	\$62,838
Field Supervisor Gr 2 yr1	\$57,949	\$60,267	\$62,678	\$64,245
Field Supervisor Gr 2 yr2	\$59,220	\$61,589	\$64,053	\$65,654

Senior Field Supervisor Grade 1/2				
Snr Field Supervisor Gr 1 yr1	\$64,249	\$66,819	\$69,492	\$71,229
Snr Field Supervisor Gr 1 yr 2	\$65,828	\$68,461	\$71,199	\$72,979
Snr Field Supervisor Gr 2 yr1	\$67,408	\$70,104	\$72,908	\$74,731
Snr Field Supervisor Gr 2 yr 2	\$68,986	\$71,745	\$74,615	\$76,480

Progression Criteria For Field Officer Classification

Progression Criteria

Field Officers

All Field Officer positions shall be at the level of Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the officer concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Field Officer Grade 1

Appointment to this grade shall be subject to competitive selection for advertised vacancies.

Appointment to this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the officer having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the officer is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer (Plant) Grade 3

This is an established position for a full time plant operator.

Appointment to this position shall be subject to:

- (a) the officer having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the officer possessing the relevant certificates of competency from the Work Cover Authority.

Provided further that appointment to Field Officer Plant shall be subject to competitive selection for advertised vacancies or by way of transfer.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

Field Officer (Plant) Grade 4

Progression to this classification has ceased.

Senior Field Officer Grade 1

Appointment to the position of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service officers, volunteers and contractors.

Senior Field Officer (Plant) Grade 1

Appointment to the position of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer (Plant) Grade 4; and
- (b) the officer having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that appointment to Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

Senior Field Officer Grade 2

Progression to the position of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the officer meeting the competency requirements for appointment to Senior Field Officer Grade 1; and
- (c) the officer having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Senior Field Officer (Plant) Grade 2

Progression to the position of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
- (b) competency requirements for appointment to Senior Field Officer Grade 1 (Plant); and
- (c) the officer having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

Senior Field Officer Grade 3

This is a geographic position which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the positions of Senior Field Officer Grade 3 is subject to:

- (a) the officer having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

Field Supervisor Grade 1

Appointment to the position of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the officer having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

Field Supervisor Grade 2

Progression to the position of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for appointment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

Appointment to the level of Senior Field Supervisor shall be subject to:

- (a) the officer demonstrating all essential competency requirements for appointment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Appointment to this classification shall be subject to competitive selection for advertised vacancies.

R. P. BOLAND J, *President*

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. IRC 1157 of 2011)

Before The Honourable Justice Marks

13 September 2011

AWARD

Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

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

2. Definitions

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

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

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

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

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

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

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

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

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

3. Salaries and Progression

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

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

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

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

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

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

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

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

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

Two persons representing the Commissioner of Police;

Head of the Clinical Forensic Medicine Section;

One person from the Institute of Forensic Medicine;

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

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

One person from the Federation;

One person from an Area Health Service.

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

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

4. Other Conditions of Employment

Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 as amended from time to time will apply.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) permanent full-time and part-time officers;
 - (b) temporary officers, subject to New South Wales Police Force convenience; and
 - (c) casual officers, subject to New South Wales Police Force convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 3, Salaries and Progression, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:

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

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

- (x) Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, New South Wales Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by New South Wales Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the officer makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to

be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 3, Salaries and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

- (xii) New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) New South Wales Police Force will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

6. Anti-Discrimination

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

7. No Further Claims

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

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

8. Grievance and Dispute Settlement Procedure

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

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

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

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

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

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

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

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

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

9. Redundancy

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

10. Area, Incidence and Duration

- 11.1 This award rescinds and replaces the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award published 28 September 2007 (363 I.G.798), as varied.
- 11.2 This award shall continue to apply to officers employed within the Clinical Forensic Medicine section of the NSW Police as at 5 August 1996 or to persons who are subsequently employed within the Clinical Forensic Medicine Section. Except where inconsistent with this award, the provisions of any other existing determinations or awards will continue to apply.

- 11.3 This Award will take effect from 1 July 2011. The Award will remain in force for the period to 30 June 2012 or until varied or rescinded in accordance with the provisions of *Industrial Relations Act 1996*.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	From the First Full Pay Period on or after 01/07/2011 \$
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post-graduate experience 5 years, less than 6 years post-graduate experience	107,222 112,765
Police (Forensic) Medical Officer, Grade 2 - 1st year 2nd year 3rd year and thereafter	123,862 129,403 134,952
Police (Forensic) Medical Officer, Grade 3 - 1st year 2nd year 3rd year and thereafter	146,045 153,435 160,833
Head, Clinical (Forensic) Medicine Section - 1st year 2nd year	171,922 175,621

F. MARKS *J*

Printed by the authority of the Industrial Registrar.

(061)

SERIAL C7688

CROWN EMPLOYEES (POLICE OFFICERS - 2009) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police Force.

(No. IRC 1584 of 2011)

Before The Honourable Mr Justice Staff

27 October 2011

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 26 February 2010 (369 I.G. 1233), the following new clause number and subject matter:

33A. Leave for Matters Arising from Domestic Violence

2. Insert after subclause 3.10 of clause 3, Definitions the following new subclause.
- 3.11 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
3. Delete paragraph 23.1.2 of clause 23, Maternity Leave, and insert in lieu thereof the following:

23.1.2 for a further period of up to 12 months from the actual date of birth.
4. Delete paragraph 23.6.2 of clause 23 and insert in lieu thereof the following:

23.6.2 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 the period of maternity leave taken, whichever is the lesser period, from the date maternity leave commences.
5. Delete clause 32, Military Leave and insert in lieu thereof the following:

32. Military Leave

- 32.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to an officer who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the officer's unit.
- 32.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an officer from rendering or volunteering to render, ordinary defence Reserve service.
- 32.3 Up to 24 working days (182.4 working hours) military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days (212.8 working hours) per year to members of the Air Force Reserve for the activities specified in subclause 32.1 of this clause.
- 32.4 The Commissioner may grant an officer special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.
- 32.5 An officer who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 32.3 of this clause may be granted Military Leave Top up Pay by the Commissioner.

- 32.6 Military Leave Top up Pay is calculated as the difference between an officer's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence. For the purpose of this clause ordinary pay shall include the officers annual salary (including loadings paid to non commissioned officers), plus any annualised allowances such as special duties, academic, remote areas or plain clothes allowances ordinarily received by the officer but shall not include shift penalties, overtime payments or on-call allowances.
- 32.7 During a period of Military Leave Top up Pay, an officer will continue to accrue sick leave, annual and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 32.8 At the expiration of military leave, in accordance with subclause 32.3 or 32.4 of this clause, the officer shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

6. Insert after subclause 33.3 of clause 33, Special Leave the following new subclause:

- 33.4 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 33A, Leave for Matters Arising From Domestic Violence, have been exhausted, the Commissioner shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

7. Insert after clause 33, Special Leave, the following new clause:

33A. Leave for Matters Arising from Domestic Violence

- 33A.1 The definition of domestic violence is found in clause 3.11, Definitions, of this award.
- 33A.2 Leave entitlements provided for in clause 30, Family and Community Service Leave, clause 21, Sick Leave and clause 22, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 33A.3 Where the leave entitlements referred to in subclause 33A.2 are exhausted, the Commissioner shall grant Special Leave as per clause 33.4.
- 33A.4 The Commissioner 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.
- 33A.5 Personal information concerning domestic violence will be kept confidential by the Police Force.
- 33A.6 The Commissioner, 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.
- 33A.7 Where an application for leave includes information that identifies a situation of domestic or other violence, police officers and managers will also discharge their duty as required under the Code of Conduct for the NSW Police Force Response to Domestic and Family Violence, as it is amended from time to time, in order to meet their obligations to provide victims the best possible protection.
8. Delete paragraph 72.1.2 of clause 72, Eligibility for Entitlements under This Section, and insert in lieu thereof the following:

- 72.1.2 With respect to five (5) years at a Location in 72.1.1, any continuous period of completed tenure in the metropolitan area accumulates towards the five year eligibility.

9. This variation is effective from 27 October 2011.

C.G. STAFF *J*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - TRAFFIC SIGNALS STAFF) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 1531 of 2011)

Before The Honourable Justice Haylen

30 September 2011

AWARD

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PART A

1. Title

This Award will be known as the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2011. The terms of this Award will apply to Traffic Signals Staff employed by the Roads and Traffic Authority.

2. Definitions

- (a) "RTA" shall mean the Roads and Traffic Authority Division of the Government Service of New South Wales, established under Chapter 1A of the Public Sector Employment and Management Act 2002 (NSW).

- (b) "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed by the Roads and Traffic Authority Division of the Government Service of New South Wales, established under Chapter 1A of the Public Sector Employment and Management Act 2002 (NSW).
- (c) "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.

3. Purpose of This Award

- (a) The main purpose of this Award is to ensure that the following parties:
 - RTA management;
 - Staff; and
 - the ETUare committed to continually improving all areas of the RTA to achieve lasting customer satisfaction and increased productivity.
- (b) The RTA is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- (c) This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

4. Terms of Employment

4.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff
- (b) The RTA will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) The RTA and the ETU recognise that all Staff will perform work as specified by the RTA. The RTA will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. The RTA's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
 - they have the skills, competence, training and qualifications to undertake
 - are within the classification structure of this Award
 - do not promote de-skilling.
- (e) The RTA will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by the RTA with the following periods of notice dependent upon the years of "continuous service":
 - up to three year's service 2 weeks notice
 - more than three years but less than five year's service at least 3 weeks notice

more than 5 years service at least 4 weeks notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with the RTA as at the date of termination.

4.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of the RTA and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:

ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties

appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.

- (e) Individual working arrangements will be:
 - agreed between the RTA and the staff member concerned
 - set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
 - able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) The RTA will notify the ETU prior to the employment of part time staff.

4.3 Working hours

- (a) A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
 - a 20 day, 4 week cycle
 - Monday to Friday inclusive
 - 19 working days of 8 hours each
 - working hours each day between 6.00am and 5.30pm.
- (b) The commencing times operating at the various RTA offices at the time of implementing this clause shall not be changed without consultation with staff.
- (c) For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- (d) Staff who attend RTA conferences, attend training organised by the RTA or who sit for an examination on their ADO will have another day off in lieu.

- (e) Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- (f) By agreement with the RTA an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- (g) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- (h) Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- (i) Staff who have either:
 - not worked a complete four-week cycle, or
 - are regarded as not having worked a complete four-week cycle according to (a) above receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- (j) Staff may be required to work on their ADO for the following reasons:
 - to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
 - because of unforeseen delays to a particular project (or part)
 - emergency or other unforeseen circumstances on a project.
- (k) Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:
 - given at least five (5) working days notice of the change
 - not paid penalty payments
 - permitted to take an alternate day off in the work cycle
- (l) Staff required to work on their ADO without the notice period outlined in 4.3 (k) and who are not provided with an alternate day off will be paid at Saturday overtime rates.
- (m) Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- (n) The conditions in (b) to (k) above also apply to continuous shift workers.
- (o) Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

4.4 Shiftwork

4.4.1 General

- (a) For the purpose of this clause:
 - "Afternoon shift" means a shift on which ordinary time
 - finishes after 6.00pm and

- at or before midnight

"Night shift" means a shift on which ordinary time

- finishes after midnight and at or before 8.00am
- commences at or before 4.00am.

- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:

at change of shifts when a minimum of 8 hours will be allowed, or

in cases of unavoidable necessity.

- (c) If the RTA instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:

paid double time until they are released from duty

entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.

- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:

for the purpose of changing shift rosters

where shift workers do not report for duty and day workers or shift workers are required to replace them

where a shift is worked by arrangement between staff themselves.

- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.

- (f) All time worked:

between 11.00pm and 12.00 midnight Friday

between 12.00 midnight Sunday and 7.00am Monday

is paid a shift loading of 15 percent of the ordinary rate of pay.

- (g) Sunday time

"Sunday time" is:

time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday

paid at double time rate.

- (h) Saturday time

Saturday time is:

time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday

paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).

- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

4.4.2 Short term shiftwork

Where shiftwork for construction or maintenance works is of up to 2 weeks duration the following will apply:

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.
- (b) Shift work will be worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

- (c) Working hours and payment for shifts are:

Single shifts: no longer than 8 hours, and
paid at time and a half.

Single shifts are worked after 6:00 pm and finish before 6:00 am.

For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.

For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday

Two shifts: worked between 6.00 am and midnight or as agreed with
the RTA, and
paid at time and a quarter

Three shifts: with the third (night) shift being seven hours and 17
minutes
paid at time and a quarter.

- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:

Friday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates

Sunday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates after midnight Sunday.

- (g) If staff work a shift of less than five continuous days and:

it is not due to the actions of staff they will be paid overtime rates

it is due to the actions of the staff they will be paid normal shift rates.

- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
 - arrangements for ADOs during the 20 shift cycle
 - accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless the RTA requires a staff member to work in emergencies.

4.5 Promotion criteria

All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.

Selection shall be in accordance with the RTA Selection Policy in force from time to time.

5. Payments

5.1 Salaries

(a) For a detailed list of the salaries of staff, refer to Part B, Monetary rates.

(b) For the purposes of this Award:

the weekly rate will be calculated by dividing the annual salary by 52.17857

the hourly rate will be calculated by dividing the weekly rate by 38.

the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

5.2 Minimum and maximum payments

Staff who attend for duty and:

who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required

who commence work shall receive 7 hours pay.

5.3 Incremental progression

- (a) Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.
- (b) The RTA may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
 - inefficiency
 - misconduct in an official capacity.
- (c) The RTA will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- (d) Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

5.4 Overtime

5.4.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:
 - first two hours
 - time and a half
 - after the first two hours
 - double time
 - all work on Saturday
 - time and a half for the first two hours and
 - double time after the first two hours
 - all work on Sunday
 - double time
 - all work on a public holiday
 - double time and a half
- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.

- (g) Overtime is not payable for:
- any period of work that is less than a quarter of an hour
 - time taken as a meal break (except as provided for in 5.4.1 j.)
 - time spent travelling outside normal hours.
- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
- the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
 - leave in lieu is taken at the convenience of the RTA
 - leave in lieu is taken in multiples of a quarter of a day
 - the maximum period of the leave in lieu for a single period of overtime is one day
 - leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
- Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit the RTA. Such activities may include:
- conferences of professional bodies
 - lectures conducted by educational institutions
 - self-nominated training activities.
- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
- 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
 - a similar time allowance for each additional 4 hours of overtime worked.
- To qualify for the above allowance staff must continue to work after their allowed break.
- Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) The RTA may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- any risk to the staff member's health and safety;
 - the staff member's personal circumstances including any family and carer responsibilities

the needs of the workplace or enterprise;

the notice (if any) given by the Authority regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or

any other relevant matter.

5.4.2 Call-outs

(a) Staff recalled to work overtime:

having ceased normal duty (whether notified before or after leaving the premises)

are paid for a minimum of four hours work at the appropriate rate for each time they are recalled

will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.

within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.

This sub-clause does not apply where:

it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours

the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(b) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in 5.4.3 below.

(c)

(i) Despite 5.4.2(b), where a staff member:

is called out on two or more occasions, and

each recall is less than three hours duration, and

the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work.

The staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.

(ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.

(iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.

(iv) Should the RTA not be able to grant the staff member additional rest time in accordance with 5.4.2(c)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause 5.4.3 comes into operation.

5.4.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.
- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":

for the purpose of changing shift rosters

where a shift worker does not report for duty

where the shift worked by arrangement between staff.

5.5 Higher duties relief

- (a) When the RTA has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- (b) If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:

be paid the next higher rate of pay for the position

be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- (c) Periods of relief of less than 5 working days shall not be counted in the above.
- (d) All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- (e) If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- (f) Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

5.6 Salary and grade appeals

- (a) Staff may apply to the RTA, through their Branch/Section Manager, for an:

increase in salary in excess of the rate of salary provided in this Award

alteration in the grade to which the staff member is appointed.
- (b) Staff may appeal to the RTA if they:

are dissatisfied with a decision of the RTA

in respect of the staff member's salary or grade

in respect of any other matter under the Government and Related Employees Appeal *Tribunal Act* 1989, as amended (Part 3, Division 1, Promotion Appeals, or Part 3, Division 2, Disciplinary Appeals)

do not exercise their rights before the Government and Related Employees Appeal Tribunal, by forwarding a Notice of Appeal to the RTA within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.

- (c) The RTA will hear the appeal and allow the staff member to either:

attend the appeal and present the case, or

arrange for their representative to present the case.

5.7 Allowances and expenses

5.7.1 Meals on Journeys that do not require Overnight Accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award.

breakfast

when the RTA requires them to start travelling at or before 7.00am. and return after 9.00 am.

an evening meal

when the RTA requires them to travel before 6.30pm and return is after 6.30 pm.

lunch

when, due to the journey, travel commences before 1 pm and return is after 2 pm

- (b) The allowances will not be paid to staff unless:

travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.

other staff travel at least 25 km from their headquarters.

- (c) A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when:

on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters

a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.

- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

5.7.2 Meals on overtime

A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:

for longer than one and half hours

for working each additional four hours

When recalled to work a meal allowance will be paid:

after working four hours

after each additional four hours worked.

When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

5.7.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RTA business, under no circumstances can they be required to do so.
- (b) Staff may use their private motor vehicle on official RTA business only if:
 - there is no RTA vehicle, or public or other transport available and
 - the use of the private motor vehicle is essential for the economic performance of the staff member's duties
 - the use is authorised in advance.
- (c) Staff will be paid the:
 - RTA business rate
 - for use of a private vehicle on RTA business
 - Specified journey rate
 - for use of private vehicle for transport to a temporary work location
 - for the approved use of a private vehicle on RTA business when a RTA vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- (d) The rates of motor vehicle allowances will be published separately by the RTA.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

5.7.4 Residential course allowances

Staff who attend residential courses are entitled to allowances.

5.7.5 Lodging and travelling allowances

- (a) If the RTA requires staff to journey away from their headquarters and stay overnight at a place other than home, the RTA may:
 - elect to arrange and pay for the accommodation direct to the accommodation provider and;

Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award, or

elect to pay actual and reasonable expenses, or

elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation

- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

5.7.6 Fares to temporary work location

Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

5.7.7 Location expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RTA Director, this does not apply to staff who relocate:

at their own request within two years of starting duty at their previous headquarters

to a new headquarters within 34 km of their previous headquarters

due to official misconduct

at their own request because of ill health or other hardship.

- (c) The reimbursement of actual and necessary relocation costs will include:

travel and temporary accommodation on relocation

temporary accommodation at the new headquarters

removal or storage of furniture and effects

conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location

rental subsidy for increased rental costs at the new location

education costs for dependent children

relocation costs on a staff member's retirement

relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

5.8 Provision of tools

The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

5.9 Compensatory travel leave and payments

- (a) Staff are entitled to claim ordinary time payment or compensatory leave (if the RTA approves) when the RTA directs them to travel in connection with official business:

to and/or from somewhere other than their normal headquarters

outside normal working hours.

- (b) Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.

- (c) Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:

the normal time for the trip from home to headquarters and return is deducted from travelling time

periods of less than $\frac{1}{4}$ hour on any day are disregarded

travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided

travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport

travelling time does not include travelling for a permanent transfer which:

has increased salary

is for disciplinary reasons

is made at the staff member's request.

travelling time does not include travel by ship on which meals and accommodation are provided.

- (d) Staff are entitled to claim waiting time as follows:

Where no overnight stay is involved:

1 hour shall be deducted from the time of arrival and the commencement of work.

1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.

Where overnight accommodation is provided:

Any time from the completion of arrival until the time of departure shall not count as travelling time unless

work is performed on the day of departure

waiting time less one hour shall be allowed.

Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

6. Leave

6.1 Public holidays

- (a) This section covers the following gazetted public holidays:

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

Proclaimed state public holidays

Proclaimed local public holidays do not qualify.

- (b) If the holiday falls on a weekend, no additional payment will be made unless the RTA requires staff to work on that day. For further details, refer to Section 4.4, Shiftwork and Section 5.4, Overtime.

6.1.1 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:

proclaimed (gazetted)

locally agreed.

- (b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

6.1.2 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

6.2 Recreation leave

- (a) Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- (b) Leave is granted at the discretion of the RTA.
- (c) The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (d) Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- (e) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, staff shall wherever practicable, take their annual leave within six months of it becoming due.
- (f) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, the RTA may direct staff to take leave for which they are eligible, provided that:

the RTA gives the staff member at least four weeks' notice of the starting date of the leave.

as far as practicable, the RTA takes the staff member's wishes into account when fixing the time for the leave.

6.3 Long Service Leave

6.3.1 General

- (a) The entitlement to long service leave is set by the Transport Administration Act 1988 (NSW).
- (b) Staff who have completed 10 years service recognised by the RTA, are entitled to long service leave of:
 - 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RTA, or as recognised in accordance with paragraphs g) and h) below, are entitled to access the long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.

- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with the RTA.
- (h) Permanent service with other NSW government bodies will also be recognised by the RTA in accordance with Schedule 3A of the Public Sector Employment and Management Act, 2002.
- (i) Nothing in paragraphs g) or h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
 - any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.
 - any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years continuous service with the RTA, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
 - military service (e.g. Army, Navy or Air Force);
 - major interruptions to public transport;
 - periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

6.3.3 Taking of long service leave

- (a) Subject to RTA approval, staff may take long service leave:
 - at a time convenient to the RTA;
 - for a minimum period of one hour;
 - at full pay, half pay or double pay.
- (b) If staff take leave at double pay:
 - the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;

the additional payment is made to staff as a taxed, non-superable allowance;

all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (c) If staff take leave at half pay:

the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;

recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;

all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.

- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:

the past 12 months, or

the past 5 years

whichever is the greater.

- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.

- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.

- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

6.3.4 Sick leave while on long service leave.

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.

- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.

- (c) If sick leave is approved, the long service leave balance is re-credited with:

the equivalent period of sick leave if taking leave on a full or half pay basis; or

the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.

- (d) If long service leave is taken at double pay, the RTA will recoup any allowance already paid for the period being claimed as sick leave.

- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

6.3.5 Public Holidays while on long service leave.

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

6.3.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - by the RTA for any reason other than serious and intentional misconduct; or
 - by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign to join another Government Department, and 'transfer' as defined by the Transferred Officers Extended Leave Act 1961 (NSW) are entitled to have their long service leave accrual accepted by their new employer.

6.4 Sick leave

6.4.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
 - that they are unable to attend work,
 - the nature of their illness or incapacity; and
 - the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to the RTA in respect of the absence.

- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if the RTA is satisfied that the reason for the absence is genuine.
- (h) If the RTA is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner or HealthQuest for advice.

The type of leave granted to the staff member will be determined by the RTA based on the medical advice received.

If sick leave is not granted, the RTA will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.

- (i) The RTA may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in clause 6.4.1 removes the right of the RTA to request medical certificates for single day absences where required or from referring the staff member to HealthQuest for other reasons as prescribed in the RTA's sick leave policy.

6.4.2 Additional special sick leave

- (a) Staff are eligible for additional special sick leave if they:
 - have at least ten years' service recognised by the RTA
 - have been or will be absent for more than three months, and
 - have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
 - one calendar month additional special sick leave for each ten years of service; and
 - an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

6.5 Maternity leave

- (a) Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Unpaid maternity leave may be granted on the following basis:
 - up to nine weeks before the expected date of birth
 - up to 12 months after the actual date of birth

- (c) Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
- fourteen weeks at full pay or
- 28 weeks at half pay or
- a combination of the two options above
- (d) The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.
- (e) The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (f) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- at the rate they were paid before commencing the initial leave if they have not returned to work; or
- at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (g) Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

6.6 Adoption leave

- (a) Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- (b) Adoption leave starts from the date of taking custody of the child.
- (c) Unpaid adoption leave is available to all permanent staff and may be taken as:
- short adoption leave, being three weeks on leave without pay
- extended adoption leave:
- up to 12 months on leave without pay
- including any short or paid adoption leave
- (d) Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:

fourteen weeks or;

28 weeks at half pay or;

a combination of the two options above

- (e) The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- (f) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (g) Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (j) Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

6.7 Parental Leave

- (a) Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- (b) Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:
 - one week at full ordinary pay; or
 - two weeks at half ordinary paythe remainder of the requested leave being unpaid leave.
- (c) Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in (b).
- (d) Parental leave approved by the RTA may be taken as:
 - short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children
 - extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.

- (e) Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:

full-time for a period not exceeding 12 months or;

part-time over a period not exceeding two years or;

partly full-time and partly part-time over a proportionate period of up to two years.

6.7A 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, the RTA shall take reasonable steps to:

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.

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 the RTA 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 the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).

6.7B Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that the RTA allow the employee:

to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

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

- (c) The employee's request and the RTA decision in writing.

The employee's request and the RTA's decision made under paragraph (a) must be recorded in writing.

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

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

6.8 Study leave

- (a) Staff are entitled to paid study leave if they are studying a course which:

is appropriate to their present classification, or

provides progression or reclassification opportunities relevant to the RTA.

- (b) Study leave will be granted on the following basis:

face-to-face students:

half an hour for every hour of lectures, up to a maximum of four hours per week, or

20 days per academic year, whichever is the lesser

correspondence students:

half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or

20 days per academic year, whichever is the lesser.

6.8.1 Examination and pre-examination leave

To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:

five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination

half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

6.9 Military leave

Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

military forces:

14 calendar days annual training

14 calendar days instruction school, class or course

naval forces:

13 calendar days annual training

13 calendar days instruction school, class or course

air force:

16 calendar days annual training

16 calendar days instruction school, class or course

an additional grant of up to four calendar days for additional obligatory training.

6.10 Special leave

- (a) Staff will be granted special leave for jury service.
- (b) In accordance with Human Resources Policy 8.14, Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:

transfer

as a witness when called or subpoenaed by the Crown

emergency volunteers

emergency or weather conditions

trade union activities/training

ex-armed services personnel: Medical Review Board etc.

National Aborigines' Day

miscellaneous:

the employees own graduation ceremonies

returning officer

local government - holding official office

superannuation seminars

naturalisation

bone marrow donors

exchange awards - Rotary or Lions

professional or learned societies

6.11 Leave without pay

Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

6.12 Family and community service leave

- (a) Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause (b). The RTA may also grant leave for the purposes as outlined in subclause (c). Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.

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

Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;

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;

Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;

Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

- (c) Family and Community Service Leave may also be granted for;

An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.

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

2½ days (19 hours) in the staff member's first year of service;

2 ½ days (19 hours) in the staff member's second year of service; and

One day (7.6 hours) per year thereafter.

- (e) Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

- (f) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.

- (g) For the purposes of this subclause, 'family' means a staff member's:

spouse;

de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;

child or adult child (including an adopted child, step child, foster child or ex-nuptial child);

parent (including a foster parent or legal guardian);

grandparent or grandchild;

sibling (including the sibling of a spouse or defacto spouse);

same sex partner who they live with as a defacto partner on a bona fide domestic basis; or

relative who is a member of the same household where, for the purposes of this definition -

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

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

'household' means a family group living in the same domestic dwelling.

- (h) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- (i) Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:

Accrued recreation leave

Leave without pay

Time off in lieu of payment for overtime

Make up time.

- (j) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- (k) A staff member appointed to the RTA who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

7. Other Conditions

7.1 Deduction of Union Membership Fees

- (a) The ETU shall provide the RTA with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- (b) The ETU shall advise the RTA 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 RTA at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the RTA shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised the RTA to make such deductions.
- (d) Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the RTA and the ETU, all union membership fees shall be deducted on a fortnightly basis.
- (f) 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.

7.2 Grievance resolution and dispute settlement

7.2.1 Grievance resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- (b) The RTA has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.
- (c) The policy, guidelines and procedures are detailed in Appendix C.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

7.2.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - 1. If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
 - 2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - 3. If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 - 4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 - 5. The ETU reserves the right to vary this procedure where a safety factor is involved.

7.2.3 Disputes relating to OH&S

- (a) The RTA and Traffic Signals Staff are committed to the Occupational Health and Safety Act 2000 and other relevant statutory requirements at all times.
- (b) When OH&S risk is identified or a genuine safety factor is the source of dispute:
 - 1. Staff have a duty to notify the RTA of the risk through their Occupational Health and Safety Committee, and

2. To allow the RTA a reasonable amount of time to respond.
 3. The RTA has a duty to address the issue identified, and
 4. Report on the issue within a reasonable timeframe
- (c) The notification of WorkCover without allowing the RTA a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) The RTA respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledge that the creation of an industrial dispute over an OH&S matter that is not legitimate is a breach under s.25 of the Occupational Health and Safety Act.

7.3 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 effect:
1. Any conduct or act which is specifically exempted from anti-discrimination legislation;
 2. Offering or providing junior rates of pay to persons under 21 years of age;
 3. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 4. A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

7.4 No Extra Claims

The parties agree that during the term of this Award there will be no extra claims, claims for improved conditions of employment, or demands made in respect of the staff covered under this Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment in respect of those staff will be instituted before the Commission or any other arbitral tribunal.

The terms of the preceding paragraph do not prevent the parties from instigating any proceedings with respect to the interpretation, application or enforcement of existing award provisions contained in this Award.

7.5 Area Incidence and Duration

This Award will be known as the Crown Employees (Roads and Traffic Authority of NSW - Traffic Signals Staff) Award 2011.

This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates by the Roads and Traffic Authority of New South Wales, Division of the Government Service of New South Wales, under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

This Award will remain in force for a period of one (1) year from 1 July 2011 until 30 June 2012 and rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales -Traffic Signals Staff) Award 2008 published 27 February 2009 (367 I.G. 307).

PART B

MONETARY RATES

Table 1 - Salary Increases

Classification		2.5% Operative ffpp o/a 1/7/2011 \$
Grade 4	Year 1	58,070
	Year 2	60,348
	Year 3	62,720
Grade 5	Year 1	64,877
	Year 2	66,969
	Year 3	68,180
Grade 6	Year 1	69,677
	Year 2	71,790
	Year 3	74,141
Grade 8	Year 1	83,230
	Year 2	86,608
	Year 3	89,313

Table 2
Allowances and Expenses

Clause No.	Description	Operative fppp o/a 1/7/2011 \$
5.7.1 (a) & (c)	Meal on journeys that do not require overnight accommodation Meal allowance	28.30
5.7.2	Meals on overtime Meal allowance	28.30
5.7.5 (a)	Lodging and travelling allowances Breakfast Lunch Evening meal Incidentals	20.65 23.60 40.65 16.85

Note: Allowances in this table are subject to change in accordance with CPI increases as advised from time to time by the Department of Premier and Cabinet.

APPENDIX A

Workplace reform

A1 Parties to the award

The parties bound by the Award are the:

Roads and Traffic Authority of New South Wales; and

Electrical Trades Union of Australia, New South Wales Branch.

A2 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

A2.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RTA management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

A2.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams will be under the managerial control of an RTA Project Manager and will include both RTA and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

A2.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

A2.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RTA nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

A2.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:
 - be chaired (to be shared) by the ETU and RTA staff representatives
 - develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members will have relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A3 Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for the RTA's business principles and practices to ensure the most efficient utilisation of resources, by adopting the RTA's business rules and by developing achievable performance and productivity measurement targets.

A4 Process improvement

The RTA, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

monitor the development and implementation of process improvement at the directorate and regional level

provide appropriate updates, reports and recommendations to the SBU.

A5 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

acknowledgement of skills held

developing a more highly skilled and flexible workforce

providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities

ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity

removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RTA organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A6 Performance planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all Staff and is:

implemented in consultation with the ETU that will link performance in the work place with the goals of the RTA, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff

clearly defining expectations for each team and staff member against the agreed goals of the RTA and productivity standards

ensuring each team and staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and Staff on the RTA's work practices, management practices and possible innovations

encouraging teams and Staff to participate in their work unit's decision making process.

A7 Conditions of employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:

developed and implemented in consultation with the ETU to link performance in the work place with the goals of the RTA

evaluated and monitored by the SBU.

- (b) In making this commitment, the parties accept, in principle, the need to:

review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

review and rationalise administrative procedures

reduce and update documentation

ensure, where possible, consistent working conditions for all Staff

provide opportunities for all Staff to better manage their working and personal lives

review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A8 Work environment

- (a) Occupational health and safety

The RTA is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

implementation of appropriate health and safety practices and procedures

appropriate management policies and practices

the active and constructive involvement of all Staff; and

management and staff member representatives participation on safety committees.

The RTA and Staff will seek to comply with the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.

The RTA will encourage Staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

- (b) Equality of employment

The RTA is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

The RTA is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to the RTA's policy and guidelines for an harassment free workplace as set out in the Human Resources Manual.

A9 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA will:

abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.

ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in A8, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in clause A.8 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A10 Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of Staff to perform the work to contractual specifications, will take place between the RTA and the ETU before initiating any change to operations presently carried out by RTA staff.

This is to ensure that all parties are informed of plans and Staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix D for Principles, Definitions and Consultative Process).

A11 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of the RTA's traffic signals undertakings. Such considerations may include:

Occupational Health and Safety issues;

quality of working life;

recognition of family responsibilities;

shift work patterns;

adequate remuneration for Staff who undertake shift work;

rostering arrangements; and

programmed overtime.

A12 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A13 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A14 Austel licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

APPENDIX B

IMPLEMENTATION

B1 Rescinding of previous awards

This award rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2008.

B2 Duration of the award and operative dates for future salary increases

- (a) This Award will take effect from 1 July 2011 and will operate for a period of one year until 30 June 2012.
- (b) Staff covered by this Award will receive a 2.5% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2011.
- (c) The increase in base rates will be paid in consideration of the acceptance of this Award. The new base rates are set out in the table Salary Increases, of Part B Monetary Rates.

B3 Negotiating the next award

The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award

APPENDIX C

GRIEVANCE RESOLUTION

C1 Policy

Purpose and intended outcomes

To make RTA staff aware of what constitutes a grievance and the responsibilities of all staff in preventing and managing such matters so that:

staff work in a collaborative and cooperative way;

workplace grievances are resolved in a timely manner; and
the RTA maintains a safe and healthy work environment.

Note: This policy must be read in conjunction with the Grievance Resolution Procedure PN 026P.

Policy

To support the Code of Conduct and Ethics all RTA staff are to:

- treat others in a professional, courteous, respectful and fair way;
- communicate with each other and management in an open and honest manner;
- raise their workplace grievances at an early stage and aim to resolve them at the local level;
- actively participate in the resolution of workplace grievances;
- treat grievance matters in a private, confidential, and timely manner;
- respect the right of others to raise grievances; and
- not victimise or disadvantage any parties to a grievance.

Coverage

This policy covers:

- permanent staff;
- temporary staff;
- casual staff; and
- skill hire and professional services contractors.

Scope

- This policy may be used by:
- staff to address workplace grievances with other staff; and
 - managers to resolve workplace grievances between staff.

This policy does not cover:

- OHS and workers compensation matters;
- poor performance issues;
- harassment, discrimination or workplace bullying matters;
- fraud and corruption, maladministration or serious and substantial waste of resources; or
- matters that require disciplinary action.

If a grievance is investigated and it is found that the matter is related to work performance or disciplinary issues, the grievance process is to terminate immediately. The RTA has other processes for managing these

issues eg. Management of Unsatisfactory Performance and Conduct Policy, Harassment, Discrimination and Workplace Bullying Policy, Corruption and Maladministration Prevention Policy and the Discipline Policy.

C2 Definitions and Key Terms

Grievance

A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:

- allocation of work or development opportunities;
- workplace communication difficulties, or interpersonal dispute; and
- changes in work processes/practices.

Detailed information on how to raise and resolve grievances are contained in the Grievance Resolution Procedure.

Grievant

The staff member who raises a concern is referred to as the Grievant. For each grievance there may be one or more Grievants.

Respondent

The staff member who is claimed to be the cause of the grievance is referred to as the Respondent. There may be more than one Respondent in a grievance matter.

Grievance Network Coordinator (GNC)

The GNC, Human Resources Branch administers the support system for Grievance Contact Officers (GCOs).

The GNC is responsible for co-ordinating the recruitment, selection and training of GCOs and arranging mediations. The General Manager, Human Resources will approve GCO selections.

Applicants will require their manager's approval to be released to undertake GCO duties.
Grievance Contact Officer (GCO)

The GCO is recruited and supervised in GCO role by the GNC, HR Branch. Their role is to assist both the grievant and respondent generate options to resolve their grievance, direct the grievant or respondent to appropriate RTA policies and procedures or other available services i.e. Employee Assistance Scheme (EAP), the OHS Hotline or the Ethics Hotline.

The GCO will not:

- take sides;
- make judgements; or
- act as an advocate or spokesperson for the Grievant or Respondent.

A list of GCOs is available on the RTA Phone Guide and in every issue of Human Resources Notices.

C3 Background

Interpreters

Where a staff member has difficulty in communicating effectively in English, an interpreter may be used. Only accredited interpreters are to be used in order to minimise risks to privacy and error. The HR Branch, on advice from the GCO or the Grievant's manager, will make the necessary arrangements to

engage an interpreter. The business unit where the grievance has transpired will be responsible for any associated cost.

Confidentiality

All forms of information about a grievance are to be restricted to those individuals who need to know the information in order to resolve the grievance. Access to Grievance Files is highly restricted. Access provisions can be located in Attachment B of Corporate Policy Statement No.26, "Employees' Personal Records Policy."

Documentation

When managers are dealing with a grievance locally they are to take brief, factual diary/file notes that avoid personal opinions. These notes are to be retained by the manager for one year.

Where a manager has attempted to resolve a grievance unsuccessfully and the matter is escalated to the General Manager, detailed documentation is required.

Records include:

- names of parties to the grievance;
- grievance details;
- sufficient information to establish that a satisfactory process took place;
- the outcome and reasons for the decision; and
- any recommendation for action.

This documentation is to be retained by local management for one year.

If the grievance matter is referred for mediation through the GNC, a Grievance File will be created. Grievance files are to be retained for five years after settlement of the grievance. Grievance records are to be kept confidential and on a separate Grievance File, not on Personal or other RTA files. The RTA Document Management Section, Auburn, creates Grievance Files.

If the grievance is referred to an external body for settlement, the GNC must be notified and will create a Grievance File, which must be kept for 5 years.

If the grievance sets a precedent and results in significant change to RTA corporate procedure the file must be kept for ten years. In such a case the General Manager, Human Resources must be contacted.

Vexatious Claims

A vexatious claim is a grievance reported without sufficient grounds for action. Vexatious claims include but are not limited to those that are:

- malicious;
- raised to annoy or harass the respondent;
- lacking in substance; and/or
- frivolous.

Where a complaint is found to be vexatious, malicious or substantially frivolous and reported only to annoy or harass the Respondent, the staff member reporting the original grievance may be dealt with under the provisions of the RTA's Harassment, Discrimination and Workplace Bullying Policy or Discipline Policy.

Protection

Any staff member who is involved in a grievance in accordance with the RTA grievance procedures, or is required to prepare a report concerning another member of staff in relation to a grievance, is protected against any action for defamation provided they:

do not intentionally make a vexatious, malicious or substantially frivolous complaint;

raise the grievance in accordance with these established procedures and confidentiality is maintained; and

do not publish or make information available to persons who have no legitimate interest in receiving it.

Mediation

Mediation provides the opportunity for a trained, independent person to assist in the resolution of the grievance. The mediation may result in the parties agreeing to and signing an agreement or understanding. The General Manager and/or Branch Manager must approve the engagement of an external mediator. Mediators are to be engaged through the GNC, HR Branch who manages the RTA Mediator Panel.

Appeal Right

Any Grievant who is dissatisfied with his or her treatment in terms of the Grievance Resolution Policy procedures may appeal to the Director or Chief Executive Officer for a re-examination of the matter. This appeal right does not in any way diminish a Grievant's right to seek the assistance or support of his or her union or staff association in the matter. Appeals must be lodged within 21 days from the date that the parties involved in the grievance are advised of the outcome.

Employee Assistance Program

The Employee Assistance Program (EAP) is available to assist all staff and their families. The service offers short term face-to-face or telephone professional advice and counselling to help cope with personal, family and work related issues.

C4 Responsibilities

Title	Responsibilities
Staff	<p>Ensure their behaviour is aligned with the RTA Code of Conduct and Ethics.</p> <p>Report inappropriate behaviour in the workplace when witness to it, or when it is brought to their attention.</p> <p>Participate in grievance resolution and maintain confidentiality in the process as and when required.</p> <p>Not participate in the harassment or victimisation of any party involved in a grievance.</p> <p>Not lodge vexatious, frivolous or malicious grievances.</p>
Managers	<p>Promote, explain and model the standards of behaviour expected of staff members as set out in the RTA Code of Conduct and Ethics.</p> <p>Be familiar with and actively promote and support the RTA Grievance Resolution Policy, procedures and strategies.</p> <p>Monitor the workplace for early identification and resolution of grievances.</p> <p>Chair grievance related meetings and make grievance related decisions based on fact.</p> <p>Ensure confidentiality in the process except where there is a serious breach of an RTA policy or where there are grounds to believe there may be harm or injury to</p>

	<p>person or property in which case the matter must be referred to an appropriate person.</p> <p>Make appropriate arrangements to release a selected GCO to carry out his/her GCO duties.</p>
Grievance Contact Officers	<p>Advise their manager of the time involved in dealing with a grievance and make reasonable arrangements to carry out their normal duties.</p> <p>Assist the Grievant or Respondent to identify the options available to address the grievance.</p> <p>Direct the Grievant or Respondent to appropriate RTA policies, procedures or services (e.g. Ethics Hotline or EAP)</p> <p>Refer the Grievant to an appropriate staff member responsible for handling grievances.</p> <p>Complete a Grievance Resolution Report for each grievance received and forward to the GNC, HR Branch.</p> <p>Notify GNC of any changes to their contact details and work location.</p>
Grievance Network Coordinator	<p>Recruit, select, train and supervise GCOs in their role as a GCO.</p> <p>Coordinate the grievance resolution network and case management system.</p> <p>Ensure that the practices and processes applied and decisions proposed in individual workplace grievance cases are equitable and conform to RTA policy, legislation and industrial instruments.</p> <p>Provide grievance resolution advice to line management.</p> <p>Manage and report on administrative and contract matters associated with grievance resolution.</p> <p>Facilitate Grievance Resolution workshops to ensure that grievance resolution is communicated and understood.</p> <p>Manage and coordinate the RTA panel of mediators.</p>
C5	<p>Evaluation</p> <p>This policy will be evaluated as appropriate, taking into account changes to New South Wales and Commonwealth legislation, identification of changing trends, and feedback provided to Human Resources Branch on its effectiveness.</p>
C6	<p>Breaches</p> <p>The RTA may take disciplinary action (including the termination of services) against any staff member who breaches this policy and the RTA Code of Conduct and Ethics.</p>
C7	<p>Additional Information</p> <p>Legislation</p> <p><i>Anti-Discrimination Act 1977 (NSW)</i></p> <p><i>Occupational Health and Safety Act 2000 (NSW)</i></p> <p><i>Industrial Relations Act 1996 (NSW)</i></p> <p><i>Privacy and Personal Information Protection Act 1998 (NSW)</i></p>
Reference documents	
Human Resources Manual, Grievance Resolution Procedure	
Human Resources Manual, Code of Conduct and Ethics	
Human Resources Manual, Harassment, Discrimination and Workplace Bullying Policy	

Human Resources Manual, Employee Assistance Program Policy

Human Resources Manual, Corrupt Conduct and Maladministration Prevention Policy

Corporate Policy Statement 26, Employees' Personal Records Policy

C8 Grievance Resolution Procedures

(a) Any manager, supervisor or Grievance Officer consulted by a grievant should:

listen and be sympathetic to any distress exhibited by the grievant

be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance

clarify the facts of the grievance

ensure the confidentiality and protection of all parties involved

wherever possible, take into account the grievant's wishes regarding the process of resolution

ensure the right of the respondent to be heard before any decision is made

if resolution is not possible, conclude the grievance by advising the grievant of the:

reasons

right of appeal

external options.

(b) In addition, if you are:

acting as a Grievance Officer:

offer counsel and advice

refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager eg the immediate supervisor/manager is absent or is the respondent

the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.

APPENDIX D

Market Testing and Contracting Out

Principles, Definitions and Consultative Process

Principles

Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

(a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.

- (b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:
 - track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past
 - reports from reference sites
 - past performance in management of sub-contractors
 - fitness and quality of the process proposed by the bidder
 - financial stability of the firm
 - ability to meet statutory requirements, including occupational health and safety requirements, and
 - calibre of the key people involved in delivery of the work.
- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)
- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support of employees, especially those involved in internal bid processes.

Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- (c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance of the work area on behalf of the RTA.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

Definitions

- (a) "Consultation" means a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
 - the identification of decision alternatives
 - the identification of decision criteria; and
 - the outcome of evaluation of alternatives against the criteria.
- (b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.
- (c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.
- (d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.
- (e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

Consultative Process

- Step 1
- (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
 - (b) Agreement to proposals sought from Director
 - (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Labour Council.

- (d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice).
- (e) Responses considered by relevant Director and proposals modified where appropriate.
- Step 2
- (a) Board advised of nominated projects by relevant Director.
- (b) Nominations considered by Board and which project should proceed to market testing determined.
- (c) Relevant unions, SBU and Labour Council advised of project approvals by Director Corporate Services.
- Step 3
- (a) Project initiated by local management.
- (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
- (c) In-house bid team advised of targeted savings / areas for improvement.
- (d) Evaluation committee appointed by relevant Director.
- (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
- (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
- (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
- (h) Relevant probity processes established by local management.
- (i) If determined necessary (ie. to gauge size of market, identify options, etc.) Expression of Interest called.
- (j) Expressions of interest evaluated and short list prepared.
- (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (l) RFP/tender documents modified where appropriate by market testing team.
- (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (n) Evaluation model modified where appropriate by market testing team.
- (o) RFP/tender documents issued.
- Step 4
- (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".
- (b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.

- Step 5 (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
- (b) Approval of evaluation report recommendations sought from Board by relevant Director.
- Step 6 (a) Relevant unions and bidders advised by Relevant Director of decision of Board.
- (b) Staff advised and in-house bid team debriefed by local management.

APPENDIX E

GLOSSARY OF TERMS

Traffic Signals Group

- (a) RTA Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

- (b) RTA Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

In charge of a gang / crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction / Reconstruction

Miscellaneous activities.

Member of a team engaged in development, maintenance or repair of traffic signal equipment.

Tasks might include:

Supervision and control of other employees

Assisting a trades person in a gang where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level I

(c) RTA Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.

Engaged in traffic systems work.

Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.

Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric / electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

Provide technical advice and support to the Equipment Service Manager.

Guide and co-ordinated the work of a group of traffic signals technicians.

Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.

Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.

Preparation and testing of controller personalities against design plans.

Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Supervising Technician

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, eg traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.

Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.

Supervise the work of contractors as required.

Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.

Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

(f) General

Incremental progression to be subject to satisfactory service.

Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.

Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.

The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

W. R. HAYLEN *J*

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CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - WAGES STAFF) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1160 of 2011)

Before The Honourable Justice Boland, President

5 October 2011

AWARD

Arrangement

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3.2	Regional Consultative Groups
3.2.1	Project teams
3.2.2	Wages staff task groups
3.2.3	General principles
4.	Terms of employment
4.1	School Based Apprentices
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4.5.5	Non Application
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- 5.1.3 Apprentices
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- 2. Process improvement
- 3. Performance Planning and feedback
- 4. Conditions of employment
- 5. Occupational health and safety
- 6. Consultation on excess staff
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8. Agreed procedures for market testing and contracting out
9. Unplanned absenteeism (sick leave)
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PRINCIPLES, DEFINITIONS AND CONSULTATIVE PROCESS

1. Principles
 - 1.1 Selection of an area of work to market test
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 - 1.3 Management of an area of work after market testing
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PART A

1. Title

This Award is known as the Crown Employees (Roads and Traffic Authority of New South Wales - Wages Staff) Award 2011. The terms of this Award apply to all wages staff of the Roads and Traffic Authority, except those employed at Broken Hill who are covered by a separate Agreement with the Barrier Industrial Council under Chapter 1A of the *Public Sector Employment and Management Act 2002*.

2. Parties to the Award

The parties bound by the Award are the Roads and Traffic Authority (hereinafter called the "RTA") and:

The Australian Workers' Union, New South Wales

Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch

Electrical Trades Union of Australia, New South Wales Branch

Transport Workers' Union of Australia (New South Wales Branch)

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch

New South Wales Plumbers and Gasfitters Employees Union

Hereinafter, parties other than the RTA are called "unions".

3. Enterprise Bargaining Infrastructure

Implementation of continuous improvement is based on consultation. The following bodies assist in facilitating a consultative and participative approach.

3.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RTA management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

3.2 Regional Consultative Groups

Regional Consultative Groups exist in each regional area of the Operations and Services Directorate and include both RTA nominees and union nominated wages staff.

The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

3.2.1 Project teams

Project teams are established, if required, to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams are under the managerial control of an RTA Project Manager and include both RTA and union nominated wages staff representatives.

The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

3.2.2 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

3.2.3 General principles

The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.

Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.

Regional consultative groups:

are chaired (to be shared) by the union and RTA staff representatives

develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.

The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.

Nominated representatives and group members have agreed to relevant training to assist them in their roles.

The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

4. Terms of Employment

4.1 School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for the total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b) (i) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school base apprentice.

(e) Conditions of employment

Except as provide by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

4.2 General terms

- (a) You are employed on a weekly basis, unless otherwise specified.
- (b) If you are a new employee, you must complete a probationary period which is:
 - the first three months of your employment
 - on a daily basis during that period
 - at the appropriate weekly rate
 - able to be terminated at one day's notice from either party (you or RTA).
- (c) You are paid for any holidays that occur during your probationary period.
- (d) You may be engaged on a limited duration basis either for:
 - a term not less than three months and generally not exceeding 12 months, or
 - the duration of a project with anticipated starting and finishing dates.

As a limited duration employee you receive the pay rates and conditions of employment provided in this Award.

If your limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for you, unless you are employed for a specific project.

- (e) You may be engaged on a casual basis either:
 - for short terms or emergency projects
 - where you are required intermittently over a specified period of time (eg. for traffic control)
 - for a minimum period of three hours per engagement
 - for a continuous period not longer than three months.

As a casual employee you are paid:

- the appropriate base rate plus 20% casual loading to compensate for all leave except long service leave
 - allowances provided for in this Award
 - for time worked outside ordinary hours, at overtime rates plus 20%.
- (f) As an RTA employee, you must carry out duties that:
 - you have the skills, competence and training to undertake and are safe to perform
 - are within the classification structure of this Award
 - do not promote de-skilling.
- (g) If directed by the RTA, you must use the tools, plant and equipment for which you are trained.
- (h) The RTA may require you to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100 km. If the

movement involves a change in location over 100 km, your agreement to the change will be sought and you will be paid the appropriate entitlements as set out in clause 7, Travel/Accommodation. While performing these duties you will maintain your existing classification under the Wages Classification Structure, except where you are performing higher graded work under the provisions of subclause 5.3 - Higher Duties.

Nothing in this paragraph (h) prevents the RTA from applying the distant work provisions set out in clause 7.2 Distant Work, for crews or gangs, who for work reasons are required to live away from their usual place of residence.

- (i) If you are absent from work you lose your pay for the period of time that you were absent unless the paid leave provisions apply (for further details governing leave provisions, refer to Section 6 of this Award).
- (j) If you arrive at work late or leave work early, your working time is calculated to the nearest 0.1 of an hour (ie. 6 minutes). The same calculation is used for overtime.
- (k) After the probationary period referred to in 4.2.(b), your employment can be terminated at any time as follows:
 - by one week's notice on either side, or
 - by the payment or forfeiture of one week's wages
 - without notice for misconduct.
- (l) If you are terminated "without notice" you are paid wages up to the time of termination only.
- (m) If you are on a week's notice and during that time are absent from work without permission, it will be considered that you have abandoned your employment.
- (n) The RTA may deduct wages for any day that you cannot be usefully employed, due to strikes, work stoppages or any cause for which the RTA cannot reasonably be held responsible (not including wet weather), and where any other reasonable alternative duties are not available.
- (o) If you are an apprentice or a trainee and you lose time for any reason not considered satisfactory by the RTA, the RTA is entitled to deduct an amount proportionate to that time from your weekly wage.
- (p) If you are a "non-trades" employee, your pay rate includes an amount for being required to work in inclement weather.

4.3 Working Hours

4.3.1 Normal work cycle

- (a) Your contract of employment is based on 38 ordinary hours worked each week.
- (b) A normal working cycle consists of 152 hours and is:

19 working days within a 20 day, four week period, and

eight hours worked each day between 6.00 am and 6.00 pm. However, your normal commencement time may be altered by agreement with your local manager and the majority of staff to allow you to commence your ordinary hours of work at 5:00 am. The reason for such a change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.

During this cycle, 0.4 of one hour (24 minutes) of each day worked is accrued. This entitles you to one day off in each four week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.

Note: This provision does not apply to Sydney Harbour Bridge maintenance staff (see Clause 4.3.6 for the working hours of this group).

(c) For accrual purposes:

each day of paid leave taken during a four week work cycle is counted as a working day
any Public Holidays occurring during the work cycle are counted as 8 hours.

(d) You or your work group may be required by local management to change starting/finishing times and the time/hours you work for the following reasons:

geography, climate or traffic conditions,

specific works, changes to hours, days or periods of the year (whole/part of a depot/individual), or

greater flexibility.

you will be given one (1) week's notice of the change.

4.3.2 Flexible arrangements

(a) Alternatives to the normal work cycle include a:

nine day fortnight

four day week; or

any alternative work arrangements approved by management and endorsed by the Regional Consultative Group prior to implementation.

(b) If your working time/hours are varied consistent with this subclause, you cannot work more than:

10 hours each day between 6:00 am and 6:00 pm

80 ordinary hours each fortnight.

(c) If you work a nine day fortnight you receive one additional day off (making a total of two) in each 20 day, four week cycle.

(d) If you work a four day week you receive three additional days off (making a total of four) in each 20 day, four week cycle.

(e) For accrual purposes:

each day of paid leave you take during the flexible work cycle is counted as a working day

any Public Holidays occurring during the flexible work cycle are counted as 8 hours.

4.3.3 Continuous work patterns

- (a) Where local management and the majority of staff agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.
- (b) If work time/hours are varied consistent with this subclause, you are:
- paid 50% more than your ordinary rate for the first two hours and 100% more than your ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average
- paid 100% more than your ordinary time rate for all work on Sundays that forms part of the 38 hours per week average
- not required to work on more than ten consecutive days, and
- rostered off for at least four consecutive days within the two week cycle. You are not paid for these days.

4.3.4 Accrued day off

- (a) By 30 September, the RTA and the unions develop an ADO calendar for the following year. In doing so, they ensure that:
- ADOs fall together with Public Holidays, where appropriate
- attention is given to the dates on which ADOs are observed by the Building and Construction Industry.
- (b) Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree.
- Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (eg. the last day of the school term or local events such as the Bathurst car races).
- (c) It is essential that local management and staff designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of the RTA and to be equitable to staff.
- Any additional days off should be incorporated into the ADO calendar.
- (d) Local management, in consultation with staff, may require you to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO, you are:
- given at least one (1) week's notice of the change
- given a copy of the program of alternative ADOs
- not paid penalty payments for this work, and
- permitted to take an alternative working day off as your ADO (Note: This day is unpaid.)
- (e) The RTA may require you to occasionally work on an ADO if the ADO:
- stops others from carrying out their work

results in other staff having to complete maintenance tasks outside normal working hours
delays a project.

If you are required to work on your ADO without the notice period outlined in 4.3.4 (d), you are:
paid at the Saturday overtime rates

permitted another day off, where practical, before the end of the next work cycle. You are not
paid for this day.

- (f) You may accrue a maximum of five ADOs providing there is agreement between:
the RTA and the unions on a statewide basis, or
local management and a majority of staff (whole/part of a depot/individual).

4.3.5 General

Unless you are a shift worker, you are entitled to a meal break each day. Meal breaks:

do not count as time worked

may be taken between 11:30 am and 1.30 pm

are for 30 minutes or up to one hour by agreement.

Generally, your meal break should commence not longer than 5 hours after the start of your
normal work.

An exception applies if you work on roads where clearway arrangements apply. In such cases,
local management and staff should discuss the daily meal break with a view to maximising
working time during non-clearway hours.

4.3.6 Sydney Harbour Bridge maintenance staff

- (a) This clause applies to Sydney Harbour Bridge maintenance staff only

- (b) A normal working cycle within this clause consists of:

nine working days within a 10 day, two week cycle

eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm

a 30 minute meal break which includes a paid 10 minute tea break and a 20 minute unpaid
break between 11:30 am and 12 noon.

During this cycle, 51 minutes of each day worked is accrued. This entitles you to one day off in
each two week cycle, known as an Accrued Day Off (ADO). Wages for accrued time are paid in
the period during which it was accrued.

- (c) If an ADO falls on a Public Holiday, you may take your ADO on:

the next working day

an alternative day in the same two week cycle

an alternative day in the next two week cycle.

- (d) For accrual purposes:

Each day of paid leave you take during a two week cycle is counted as a working day.

Any Public Holidays occurring during the two-week cycle are counted as eight hours.

4.3.7 Averaged Work Pattern

- (a) If you are a continuous shift worker, your ordinary working hours are 38 per week which may be averaged over one or more normal work cycles depending on rostering arrangements.
- (b) Your accrued days off will be taken according to the agreed roster.

4.3.8 Part-time employment

- (a) You may be employed on a part time basis subject to the needs of the RTA and in accordance with its policies and procedures for permanent part-time staff.
- (b) You may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) You may work additional hours by agreement. Where you work additional hours, the additional hours will be paid as follows:

ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties

appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.

- (e) Individual working arrangements will be:

agreed between you and the RTA.

set out in your appointment letter.

able to be varied at any time by negotiation between you and the RTA.

- (f) The wages and conditions of employment for part-time staff will be based on a pro-rata application of wages and conditions of employment contained in this Award for full-time staff performing similar duties.

4.4 Shift Work

4.4.1 General

- (a) This clause outlines the conditions for shift work and applies to you unless you are a:

Traffic Signals Technicians Assistant

Traffic Emergency Patroller.

Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant

The conditions for shift work applicable to these roles are detailed in subclauses 4.4.2, 4.4.3 and 4.4.4.

(b) Shift work is worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent the RTA from applying the shift work provisions to complete the work required.

(c) For the purpose of this clause only:

"Ordinary shift hours" means hours worked in accordance with subclause clauses 4.3.1 - 'Normal work cycle' and 4.3.2 - 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:

19 working days of eight hours within a 20 day, four week cycle,

a nine day fortnight, or

a four day week.

In accordance with subclause 4.3.2, ordinary shift hours cannot be longer than ten hours.

"Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of the RTA.

"Early morning shift" means any shift commencing at or after 4:00 am and before 6:00 am.

"Afternoon shift" means any shift commencing at or after 1:00 pm and before 6:00 pm.

"Night shift" means any shift commencing at or after 6:00 pm and at or before 4:00 am.

(d) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

(e) If your normal shift is worked between:

Monday and Friday, the Friday shift starts before and finishes after midnight Friday.

Sunday and Thursday, the Sunday shift starts before midnight Sunday.

(f) If you work on a Saturday, Sunday or Public Holiday you are paid at overtime rates, provided that:

Friday shifts referred to in clause (e) are paid at ordinary shift rates

Sunday shifts referred to in clause (e) are paid at ordinary shift rates after midnight Sunday.

- (g) If you work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) you are paid double-time.
- (h) If you are required to work shift work you are given at least 48 hours notice. If your shift hours are changed, you are notified by the finishing time of your previous shift.
- (i) You cannot work more than one ordinary shift on any one day (eg. a day shift and a night shift). If you are required to work a second shift on a given day, the second shift is paid at overtime rates.
- (j) If you work a shift of less than five consecutive working days and it is:
 - due to your actions, you are paid normal shift rates
 - not due to your actions, you are paid overtime rates.

ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards your completion of five consecutive days worked for the purpose of this subclause.

- (k) When you are on shift work, you are allowed and paid 30 minutes crib time for each shift worked. Generally, it must be taken not more than five hours after the start of the shift. This break may be taken over several periods of time which total 30 minutes.
- (l) If you do not work a complete four week cycle you receive pro-rata accrued entitlements for each shift (or part shift) worked.
- (m) Local management and staff will agree on the:
 - arrangements for ADOs during your work cycle
 - accumulation of ADOs (to a maximum of five).

4.4.2 Traffic signals technicians' assistants

- (a) If you are a Traffic Signals Technicians' Assistant:
 - an afternoon shift finishes after 6.00 pm and at or before midnight
 - a night shift finishes after midnight and at or before 8.00 am
 - regular afternoon or night shifts apply which are a normal feature of your work, occur five nights each week and are in operation for more than four consecutive weeks.
- (b) If you work regular afternoon or night shifts, you are paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:
 - the first five shifts are paid at time-and-a-half
 - more than five shifts and up to four weeks are paid at the ordinary rate plus 20%
 - more than four weeks are paid at the ordinary rate plus 15%.
- (c) If you work only night shifts, you are paid at the normal rate plus 30% for each shift you work.
- (d) Saturday time is:
 - worked between Friday midnight and Saturday midnight

paid at time-and-a-half for normal rostered shifts.

- (e) Sunday time is:

worked between Saturday midnight and Sunday midnight

paid at double-time.

4.4.3 Traffic emergency patrollers

- (a) If you are a Traffic Emergency Patrollers (TEPs), you are either a:

shift worker engaged on a combination of morning and afternoon shifts, or

continuous shift worker engaged on a 24 hour, 7 day, rotating roster.

- (b) You are not required to work more than 6 consecutive days during your roster cycle.

- (c) Your working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00 PM	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

- (d) You will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.

- (e) You will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.

- (f) You will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.

- (g) You will be allowed and paid a crib break in accordance with subclause 4.4.1, paragraph (k) above.

- (h) Shift rosters operate in the following manner:

You are rostered to work shifts as required by the RTA.

Notice of shifts to be worked is given at least seven days in advance.

If less than seven days notice is given of shift changes, you are paid at the same rate as your previous shift, provided it is greater.

- (i) If you are rostered on a special or spare shift and you are directed to work another shift which:

pays a lesser pay rate, then you are entitled to retain the pay rate of your normal shift

has a greater penalty, then you are entitled to the higher pay rate based on the inclusion of the penalty for the shift you actually worked.

- (j) If you are directed to temporarily work a shift that pays a lesser pay rate, you are entitled to retain the pay rate of your normal shift.

- (k) If you are directed to work at an alternative location, you are paid the appropriate fares to the new destination, in accordance with the provision outlined in Clause 7, Travel/Accommodation.
- (l) If you are required to change your shift and/or location with less than 48 hours notice, you are paid an additional 3 hours at your ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to your shift pattern.

4.4.4 Tow Truck Staff

- (a) If you are a Tow Truck Driver or Tow Truck Attendant you are engaged on a 24 hour, 7 day, rotating roster.
- (b) Tow Truck Staff shall not be required to work more than 6 consecutive days during the roster cycle.
- (c) The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- (e) Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- (f) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- (g) You will be allowed and paid a crib break in accordance with subclause 4.4.1, paragraph (k) above.
- (h) Shift rosters shall operate in the following manner:

you shall be rostered to work shifts as required by the RTA.

notice shall be given of shifts to be worked at least 7 days in advance.

where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.
- (i) If you are rostered on a relief line and your shifts, as notified in (g) above, are changed with less than 7 days notice you will be paid at the rate of the previously rostered shift providing that it is greater.
- (j) Where you are directed to work at an alternate location, you will be paid the appropriate fares to the new destination in accordance with the provision outlined in Clause 7, Travel/Accommodation.
- (k) Where you are required to change shift and/or location with less than 48 hours notice, you will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in (i) above, in recognition of any inconvenience caused by the alteration to the shift pattern.

- (l) If you are rostered to work on a Public Holiday you will receive a day in lieu. This does not apply where you are rostered on a special or spare shift and are required to work on a Public Holiday. In this case the Public Holiday loading will be paid.

4.5 Secure Employment

4.5.1 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.

4.5.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (a), upon receiving notice under paragraph (b) or after the expiry of the time or 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 an agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (c), 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 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 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 time of work as previously worked, unless other arrangements are agreed between the employer and the employee.

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

4.5.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - 1. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that 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.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - 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.
- (c) Nothing in this subclause 4.5.3 is intended to affect or detract from any obligation or responsibility upon labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

4.5.4 Disputes Regarding the Application of this Clause

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

4.5.5 Non Application

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

5. Payments

5.1 Rates of pay

5.1.1 Duration & operative dates for future increases

- (a) This Award takes effect on and from 1 July 2011 and operates until 30 June 2012.
- (b) Wages staff covered by this Award receive a 2.5% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2011.
- (c) The increases in base rates are paid in consideration of the acceptance of this Award. The new base rates are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

5.1.2 General

- (a) The pay rates in this Award are premised on the "RTA Wages Classification Structure".
- (b) These rates are determined by competence, but as appropriate, may include any or all of the following components:

tradespersons' allowance

special loading

industry allowance

inclement weather allowance

follow-the-job loading, and

roll-up of allowances (including tool, hazard, HIAB, leading hand, etc.)

For a detailed list of pay rates, refer to Table 1, "Rates of Pay" in Part B, "Monetary Rates" of this Award.

For a detailed list of other rates and allowances, refer to Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award.

5.1.3 Apprentices

- (a) A tool allowance is included in your pay rate.
- (b) If you are an adult apprentice, you are paid the higher rate of:

4th year apprentices for the duration of your apprenticeship, or

that applicable to the substantive position that you held with the RTA immediately prior to commencing your apprenticeship.

5.1.4 Trainees

If you are a Civil Construction Trainee you will be paid in accordance with the Crown Employees (Public Service Training Wage) Award 2005. For all your other conditions of employment refer to this Award.

5.1.5 Traffic signals technicians' assistants

The pay rate includes compensation for:

dirty or hot work

working in the wet

working in confined or awkward places

other disability work for which there is no provision

5.1.6 Truck drivers

If you are a truck driver, your pay rate includes compensation for your requirement to work in inclement weather. All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work you currently perform.

5.1.7 Sydney Harbour Bridge (SHB) maintenance staff

- (a) If you are a SHB maintenance worker and are directed to work on the steel, you are paid an additional amount per week, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.
- (b) If you are an apprentice located at the SHB, you are entitled to the SHB allowance, as outlined above, but you do not receive fares.

5.2 Allowances

5.2.1 Operative dates and future increases in other rates and allowances

- (a) Work related allowances eg Sydney Harbour Bridge Allowance, increases in line with percentage increases in rates of pay outlined in subclause 5.1.1 above, and applies from the same operative dates.
- (b) Expense related allowances, eg. overtime meal allowance, increases in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

5.2.2 General

- (a) The allowances described in this section do not form part of your ordinary wage and are not paid for all purposes of this Award.

- (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
- (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

5.2.3 Lead paint removal allowance

If applicable, you are paid on an hourly basis, as described in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award, and only for the period of time when you are:

fully compliant with OHS management plans and safe systems of work

working on structures that are primed with lead-based paint

performing any of the following tasks:

Abrading by hand or mechanical means

Dry or wet blasting inside containment

Grit recovery inside containment

Bagging and packaging lead contaminated waste

Cleaning filters and/or performing internal maintenance on dust extractors

Setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit

Erecting previously used containment sheeting

Removing and disposing of containment sheeting

Flame cutting or welding on the structure

Decontaminating and removing materials and equipment from within the confines of the containment

Bagging and un-bagging of lead contaminated personal protection equipment.

5.2.4 Asbestos materials allowance

If you are required to use materials containing asbestos or to work with others using asbestos, you are provided with the necessary safeguards, as required by the appropriate occupational health and safety authority. You must use all supplied safeguards.

In such cases, if the safeguards make the wearing of protective equipment mandatory, you are paid an hourly amount, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

5.2.5 Asbestos eradication allowance

- (a) "Asbestos eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.
- (b) If you are engaged in asbestos eradication:

all work must be conducted in accordance with the:

NSW Occupational Health and Safety Act, 2000

Occupational Health and Safety Regulation 2001

you are paid an hourly amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

5.2.6 Asphalt plant repairs allowance

If you are a tradesperson, you are paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award for repairs, maintenance or alterations to the following designated areas:

dryer drum
hot elevator
single chute (Bellambi)
screens
weighing hopper
pug mill
scrubbing bins, jets and scrubbing pits (Bellambi)
cyclone
hot bitumen kettle (Bellambi).

5.2.7 Long/wide loads allowance

If you are a truck driver and drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds:

2.90m wide or 18.29m long or 4.30m high (measured from the ground level), you are paid an hourly amount with a minimum daily amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award

3.36m wide or 21.34m long or 4.58m high (measured from the ground level), you are paid an hourly amount with a minimum daily amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

5.2.8 Mechanical trades remote and servicing allowances

- (a) If you are a mechanical tradesperson instructed to work alone from a designated remote location, you are paid an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period you are required to work from that location.
- (b) If you are instructed to carry out the defined servicing role, you are paid an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period you are required to carry out that role.

5.3 Higher duties

- (a) You are entitled to the payment of higher duties if you are directed to perform the duties of a position graded higher than yours.
- (b) The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- (c) To be eligible for HDA, you must be able to satisfactorily perform the major functions of the position. You are not eligible for the HDA payment if you are learning the critical aspects of the higher graded position.

- (d) Your manager or supervisor must approve the period of higher duties prior to you starting in the higher graded position. Prior approval is also required if your period in the higher graded position is to be extended.
- (e) HDA is not applicable to positions that are multi-graded (eg. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- (f) HDA is only paid to you where:
 - you fill an existing position during casual absences of the incumbent (eg. sick, annual or long service leave)
 - approval is given to create and place you in a temporary position that is intended to exist for a limited duration, (eg. for a specific project)
 - you are directed to perform certain functions for the purpose of maintaining accreditation (eg. RTA Plant accreditation)
 - you are directed to perform the duties of a higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, where the higher graded role is performed during a period of overtime or call-out only, your HDA is paid at an hourly rate only for the period of the overtime or call-out.
- (g) If the required period of relief in the higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- (h) If your higher duties position is a salaried position, your HDA is paid in accordance with RTA Policy.

5.4 Overtime

5.4.1 General

- (a) The RTA may require you to work a reasonable amount of overtime at overtime rates. The overtime must be worked in accordance with these provisions. You may refuse to work overtime in circumstances where the working of overtime would result in unreasonable working hours. For the purposes of this clause, what is unreasonable or otherwise is determined with regard to:
 - any risk to your health and safety;
 - your personal circumstances, including family and carer responsibilities
 - the needs of the workplace or enterprise
 - the notice (if any) given by the RTA regarding the working of the additional hours, and by you of your intention to refuse to work the additional hours,
 - any other relevant matters.
- (b) You are not required to report to work earlier than your set starting time or return later than your set finishing time without qualifying for overtime. However, if you travel outside your ordinary working hours you are only paid ordinary rates or as prescribed in clause 7.1.3 of this Award.
- (c) If you commence overtime work before or after a shift and continue for an unbroken period during which ordinary time is worked, your overtime is calculated by reference to the total hours worked.

- (d) If you work outside ordinary hours you are paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

- (e) If you are a required to work on a Saturday, Sunday or Public Holiday you are paid for a minimum of four hours or else paid for four hours at the appropriate rate.

- (f) If you are working overtime and you have not had 10 consecutive hours off duty after finishing your last shift, you must have 10 consecutive hours off duty after finishing your overtime.

If you work overtime on a Saturday, Sunday or Public Holiday (and these days are not your ordinary working days off or your ADO) and you have not had 10 consecutive hours off duty within the 24 hour period before starting your next shift, you must have 10 consecutive hours off duty after finishing your overtime.

If the 10 hours off duty occurs during ordinary working time you don't lose any pay.

- (g) If the RTA instructs you to resume or continue work without having 10 consecutive hours off duty, you are:

paid double-time until the end of your duty

entitled to be absent, without losing any pay for ordinary working time, until you have had 10 consecutive hours off duty.

- (h) If you are a shift worker, the conditions in (g) apply, except that eight hours are substituted for 10 hours when overtime is worked:

for the purpose of changing shift rosters

where you are required to replace shift workers who do not report for duty

by arrangement between other staff and yourself.

- (i) Except in emergencies, you are not allowed to work more than a half hour of overtime if you are completing holes for firing and before firing if you are excavating sandstone or working underground.

- (j) If you are a shift worker and work in excess of your shift hours (other than Public Holidays) you are paid double-time. All overtime in excess of shift hours on a public holiday is paid at double-time-and-a-half. All overtime payments are calculated using your ordinary wage rate.

- (k) The RTA may delay a scheduled meal break by up to 1 hour 30 minutes to finish essential work without payment of additional rates. In these circumstances you are given an equivalent amount of time for your meal break.

If you are required to work beyond 1 hour 30 minutes after your scheduled meal break you are paid at ordinary overtime rates until you receive a meal break. This provision does

not apply if you are a shift worker who receives a paid crib break as part of your working arrangements.

5.4.2 Cribs

- (a) If you are required to work two or more hours of overtime after your normal finishing time, you are entitled to a:
- 30 minute crib break without loss of pay, after the first two hours, and
- a similar time allowance for each additional four hours of overtime worked.
- To qualify for this entitlement, you must continue to work after your allowed break.
- (b) If you work overtime on a Saturday, Sunday or Public Holiday and work continues after 12 noon, you are allowed a crib break of 30 minutes. This break is taken without loss of pay.
- (c) Having regard to statutory requirements, the RTA and you may agree to a meal or crib break being taken at any time. If the break is not taken you are paid the appropriate overtime rate.

5.4.3 On call

- (a) You are deemed to be on call if you are directed by the RTA to be available for duty outside ordinary hours at all times in order to attend to emergencies or breakdowns.
- (b) If you are on call you are not required to remain at home but you must be contactable and able to respond within a reasonable time.
- (c) If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in 5.4.1(g) and (h).
- (d) If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- (e) If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
- Friday evening/Saturday
- Sundays/Monday mornings
- your ADOs, and
- Public Holidays.
- (f) Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.

5.4.4 Call out and call back

- (a) If you are recalled to work after leaving your job you are paid a minimum of four hours at overtime rates.
- (b) Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.

- (c) If your call out or call back duties continue into what would be your ordinary working hours your entitlement is calculated as follows:
Overtime rates continue until the minimum four hours have elapsed.
- Payment of your ordinary hours rate commences when the minimum four hours have elapsed.
- (d) If any portion of your call out or call back period continues into your ordinary hours, those hours after your ordinary starting time are considered part of your ordinary work hours.
- (e) Nothing in this clause should be interpreted in a manner that gives rise to a claim:
for the payment of ordinary hours in addition to any payment for call out, nor
that you have failed to meet your contract hours.
- (f) Payment for a call out or call back is calculated from the time that you depart for work. Payment ceases when you arrive at your residence or accommodation after returning directly from the call out or call back.
- Payment is made on the basis of a direct return to your home or accommodation.

5.4.5 Standing by (Snow clearing - Cooma)

- (a) Standing by is when you are directed to stand by in readiness to work overtime. It does not apply when you are on call.
- (b) If you are directed to be on stand by at home, work or elsewhere after ordinary hours, you are paid standing by time at the ordinary rate for the time you are on stand by.

5.4.6 Meal allowance

- (a) If you are required to work more than 1.5 hours after your normal finishing time you are provided with either a meal, or the amount to cover meal expenses, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
- (b) When you complete an additional four hours continuous overtime, you are paid an amount for each subsequent meal in addition to your overtime payment, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
- (c) If you receive an accommodation allowance that includes payment for an evening meal (see subclause 7.2), you are not entitled to payment under paragraph (a) above.

5.5 Payment of wages and termination of employment

- (a) Your wage is paid fortnightly
- (b) One day of each pay period is recognised as the pay day.
- (c) You will receive a confidential docket with the following details:
- gross amount and particulars of wages and allowances
- amount and particulars of deductions
- classification
- date on which payment is made

period of employment to which the payment relates

amount and type of deductions.

- (d) Your wages are paid into your nominated bank account.
- (e) If your employment is terminated, except for misconduct, you are paid all wages/leave entitlements due to you at the time of termination.
- (f) If your employment is terminated for misconduct or you resign, you are paid all wages/leave due to you within one week after termination or after the RTA is notified of your resignation.
- (g) The pay period closes not more than three working days before the recognised pay day. If you are not paid on the recognised pay day, you are paid at ordinary rates for all working time you are kept waiting.

6. Leave

6.1 General

- (a) You must apply for leave in advance, except in emergency situations where prior notice cannot be given.
- (b) All your leave is subject to RTA approval.
- (c) Although some of your leave entitlements are stated in days, your leave entitlements and the recording of leave taken are in hours.
- (d) If you are appointed to the RTA immediately from a position in the NSW Public Sector, you may transfer your accrued leave entitlements (recreation, sick, family & community services and long service leave) to your RTA position.

6.2 Holidays

6.2.1 Public holidays

- (a) This subclause covers all gazetted State Public Holidays. For local Public Holidays, refer to 6.2.3.
- (b) Public Holidays and picnic day are compensated at eight hours pay.
- (c) If a Public Holiday falls on a weekend, no additional payment is made unless you are required to work on that day.
- (d) If you are entitled to be paid for Public Holidays you are paid in full for any holidays occurring during a period of absence where you receive workers compensation payments.
- (e) If a Public Holiday occurs during the first two weeks in which you are granted leave without pay, you are paid for the holiday at your ordinary rate. Public Holidays occurring after two weeks leave without pay are not paid.
- (f) If the RTA terminates your services for reasons other than misconduct or incompetence, you are paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after your termination date.
- (g) If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10

consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.

6.2.2 Union picnic day

- (a) The annual union picnic day occurs on the first Monday in December.
- (b) If you are not required to work on the picnic day you are paid at your ordinary rate.
- (c) If you are required to work on the picnic day you are paid double-time-and-a-half for a minimum of four hours.
- (d) You may be required by the RTA to produce the picnic ticket butt as evidence of your attendance at the picnic.
- (e) If you are an apprentice or trainee and are required to attend classes/training on the picnic day, you are granted a day off in lieu.

6.2.3 Local public holidays

- (a) Unless specified elsewhere in this Award, you are paid for gazetted local Public Holidays if:
 - the holiday occurs on a normal working day
 - you are at work in the local area in the working day before and after the local Public Holiday
 - you have a reasonable excuse or approval from your supervisor to be absent from work on the working day before or after the Public Holiday.
 - you worked up to the time of general stoppage on the Public Holiday and resumed when the work recommenced.
- (b) You are not entitled to more than one local Public Holiday in a calendar year.
- (c) You may take this entitlement as two gazetted half days.

6.3 Annual leave

6.3.1 General

- (a) Annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year.

Annual leave does not accrue for:

unauthorised absences

leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down (see 6.3.2).

- (b) Annual leave must be taken:

in one consecutive period up to six months after the completion of every 12 months of service

in not more than three separate periods throughout the year (with the agreement of the RTA)

at a time convenient to the RTA and you.

It is preferred that your periods of annual leave plus Public Holidays and your ADO be taken in whole weeks, (ie. Monday to Friday).

- (c) In exceptional circumstances, the RTA may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.

6.3.2 Annual close down

- (a) The current practice of taking annual leave accrued to 31 December during the December-January school holiday period will continue.
- (b) The RTA may vary this practice by agreement between management and the majority of staff for reasons including geographic, climatic or urgent works. In such cases:

you may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays

the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.

- (c) If the whole or part of a depot is temporarily closed or reduced to a minimum function for the purposes of annual holidays, and you do not have sufficient leave to cover this period, the RTA seeks to find you work. However, if work is not available you may be required to take leave without pay.
- (d) If you are required to take leave without pay during the annual close down period:

you are paid for all Public Holidays occurring during this period

this period counts for accrual of your annual leave.

6.3.3 Shift workers

- (a) If you are a seven day shift worker and your ordinary working period includes Public Holidays and Sundays, you are entitled to:

an additional week of annual leave if you work this arrangement for 12 months

additional annual leave of up to one week calculated on a pro-rate basis if you work this arrangement intermittently.

6.3.4 Annual leave loading

Your annual leave loading has been rolled into your weekly pay by increasing it by 1.35%. This was effective from 1 December 1994.

6.4 Long service leave

6.4.1 General

- (a) The entitlement to long service leave is set by the Transport Administration Act 1988 (NSW).
- (b) If you have completed 10 years service recognised by the RTA, you are entitled to long service leave of:

- 44 working days at full pay, or
- 88 working days at half pay, or
- 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, you accrue 11 working days long service leave.
- (d) From 1 January 2005, if you have completed 7 years of continuous service with the RTA, or as recognised in accordance with g) and h) below, you are entitled to access your long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) If you are a part-time or casual staff member, you are entitled to long service leave on the same basis as that applying to full-time staff, but payment for the leave will be calculated on a pro rata basis.
- (f) If you are a shift worker, the number of working days debited during your period of leave may include a Saturday or Sunday that may form a part of the ordinary roster.
- (g) All previous full-time (including limited duration) and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority is taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time, part-time or casual basis.
- (h) Service with other NSW government bodies is also recognised in accordance with Schedule 3A of the *Public Sector Employment and Management Act 2002*.
- (i) Nothing in paragraphs g) or h) entitles you to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

6.4.2 Effect of approved leave without pay (LWOP) on long service leave entitlements

- (a) To determine if you have completed the required 10 years of service:
- any period of approved leave taken without pay before 13 December 1963 counts towards calculating your length of service
- any period of approved leave taken without pay after 13 December 1963 does not count towards your length of service.
- (b) If you have 10 years continuous service with the RTA, or as recognised in accordance with paragraphs 6.4.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
- military service (eg. Army, Navy or Air Force)
- major interruptions to public transport
- periods of leave accepted as workers compensation.
- (c) If you have completed 10 years continuous service with the RTA, or as recognised in accordance with paragraphs 6.4.1 g) and h) above, any period of approved LWOP not exceeding six months counts for the purposes of calculating your length of service.

6.4.3 Taking of long service leave

- (a) Subject to RTA approval, you may take long service leave:
- at a time convenient to the RTA;
 - for a minimum period of one hour
 - at full pay, half pay or double pay.
- (b) If you choose to take your leave at double pay, your:
- long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment
 - additional payment is made to you as a taxed, non-superable allowance
 - leave entitlements accrue based on the actual number of working days you are absent from work while on long service leave.
- (c) If you choose to take your leave at half pay, your:
- long service leave balance is debited at the rate of half the days/hours taken as long service leave
 - recreation leave entitlements accrue at half the ordinary rate for the days/hours you are absent from work
 - other entitlements accrue at the same rate for the actual days/hours you are absent from work.
- (d) If your ordinary hours of work are constant, payment is made at your current rate of pay.
- (e) If you are part-time or casual and your ordinary hours are not constant, payment is made based on your substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- (f) Your payment includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- (g) Your payment is increased to reflect any increment action that you become eligible for while you are absent on long service leave.
- (h) If you take long service leave while in service, you may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

6.4.4 Sick leave while on long service leave

- (a) You are entitled to claim sick leave that occurs during an absence on long service leave when you are sick for five or more consecutive days.
- (b) To claim sick leave, you must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, your long service leave balance is re-credited with:
- the equivalent period of sick leave if you are taking leave on a full or half pay basis; or

the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if you are taking leave on a double pay basis.

- (d) If you take your long service leave at double pay, the RTA recoups any allowance already paid to you for the period being claimed as sick leave.
- (e) All the above apply if you take long service leave prior to your retirement but not if you take it prior to resigning or being terminated.

6.4.5 Public holidays while on long service leave

- (a) Public Holidays that fall while you are absent on long service leave are not recognised as long service leave and are not deducted from your long service leave balance.
- (b) Payment for such a Public Holiday is calculated as ordinary hours of work and paid at single time, even if you have chosen to take your long service leave at half-pay or double pay.

6.4.6 Payment or transfer of long service leave on termination

- (a) If you are entitled to long service leave on termination of your employment, including retirement, you are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If you are employed on a full-time basis, your payment is calculated at the substantive rate of pay on your last day of service.
- (c) If you have at least five years' but less than seven years' service as an adult, you are paid pro-rata long service leave if your employment is terminated:
 - by the RTA for any reason other than serious and intentional misconduct, or
 - by your request in writing on account of illness, incapacity, domestic or other pressing necessity, or
- (d) In the event of c) applying, any period of leave without pay taken does not count as service.
- (e) If you resign to join another Government Department, and meet the requirements as defined by, Schedule 3A of the Public Sector Employment and Management Act 2002, you are entitled to have your long service leave accrual accepted by your new employer.

6.5 Sick leave

6.5.1 General

- (a) Your sick leave year commences on 1 January. If you commence duty during the course of a calendar year you are credited with a pro-rata entitlement of 96 hours per year.
- (b) The RTA may defer payment of your sick leave payment if you take sick leave during your first three months of service. In such cases, payment is deferred until after you have completed three months' service.
- (c) After your first year of service, you are granted sick leave on full pay to a maximum of 96 hours in each sick leave year.

To be eligible for sick leave, the RTA must be satisfied that your absence is not due to an illness or incapacity attributable to misconduct.

- (d) If you leave the RTA and are re-employed in the same year, you are entitled to the lesser of:
- a maximum 96 hours sick leave, or
 - the number of sick leave days you would have been entitled to had your employment been continuous from the date you were first employed that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) Any sick leave not taken during your leave year accumulates and you may use it, as required, for genuine absences due to illness or incapacity.
- (g) If you are unable to attend work due to an illness or injury, you must contact your supervisor as soon as reasonably practicable preferably before your normal starting time. You must advise your supervisor of:
- your inability to attend work
 - the nature of your illness or incapacity, and
 - the estimated period of your absence from work.
- (h) The granting of paid sick leave shall be subject to you providing evidence which indicates the nature of illness or injury. If you are concerned about disclosing the nature of the illness to you manager you may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources Section.
- (i) If you are absent from duty for more than 2 consecutive working days because of illness you must provide a medical certificate to the RTA in respect of your absence.
- (j) If you take sick leave in excess of 5 uncertified working days in a calendar year you may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if you provide evidence of illness that only covers the latter part of the absence, you may be granted sick leave for the whole period if the RTA is satisfied that the reason for your absence is genuine.
- (l) If the RTA is concerned about the diagnosis described in the evidence of illness produced by you, after discussion with you, the evidence provided and your application for leave can be referred to a medical practitioner for advice.
- The type of leave granted to you will be determined by the RTA based on the medical advice received.
- If sick leave is not granted, the RTA will, as far as practicable, take into account your wishes when determining the type of leave granted.
- (m) The RTA may direct you to participate in a return to work program if you have been absent on a long period of sick leave.
- (n) Nothing in clause 6.5.1 removes the right of the RTA to request medical certificates for single day absences where required or from referring you to a medical practitioner for other reasons as prescribed in the RTA's sick leave policy.
- (o) If you have exceeded five (5) uncertified sick days in a twelve (12) month period or where you exhibit a pattern of taking sick days immediately preceding or following weekends,

RDO/ADO, public holidays or any other planned absences from the workplace, the RTA may restrict your access to overtime.

- (p) The reference in this clause to evidence of illness shall apply, as appropriate:

for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or at the RTA's discretion, other forms of evidence that satisfy that you had a genuine illness including from another registered health services provider,

where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.

- (q) If you have used all your accrued sick leave and are unable to return to work due to an illness or incapacity and you have supporting medical certificates, you may take:

accrued annual leave

accrued long service leave, or

sick leave without pay.

6.5.2 Leave and workers' compensation claims

- (a) If you are waiting on the outcome of a claim for worker's compensation, you may be granted accrued sick leave. If your compensation claim is approved, sick leave taken is restored to your entitlement.

- (b) If you are absent from work for more than 26 weeks and you have:

sufficient sick leave available, you may use your available sick leave to top-up the difference between the statutory rate and your ordinary rate of weekly wage, less any shift loadings or other penalties

insufficient sick leave available, you receive the statutory weekly compensation payments only.

6.5.3 Illness while on annual leave

- (a) If you are sick for any period while on annual leave and you have a supporting medical certificate, you are entitled to:

accrued sick leave for the period covered by the medical certificate

have your annual leave replaced by the sick leave and your leave annual leave re-credited.

- (b) You are not granted sick leave for any annual leave taken prior to resigning or terminating your services.

6.6 Maternity leave

- (a) If you are a female staff member (including part-time and casual staff members who have worked for the RTA on a regular and systematic basis for at least 12 months), you are entitled to unpaid maternity leave to enable you to retain your position and return to work within a reasonable time after the birth of your child.

- (b) You may be granted unpaid maternity leave on the following basis:
- up to nine weeks before the expected date of birth
 - up to 12 months after the actual date of birth
- (c) If you are a permanent or limited duration staff member, you may be granted paid maternity leave if you have completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of your child at the ordinary rate of pay for:
- fourteen weeks at full pay, or
 - 28 weeks at half pay, or
 - a combination of the two options above.
- (d) You can request the equivalent pay for the period of leave in (c) above as a lump sum to be paid in advance of starting your maternity leave.
- (e) Your lump sum payment is made up to the maximum period indicated in (c), or for the period of leave actually taken, whichever is the lesser.
- (f) If you request to be paid for maternity leave as a lump sum and then request to return to work before the period of leave is completed, you must repay the remainder of the lump sum amount.
- (g) If you receive payment under this clause you are not entitled to any payment under clause 6.8 Parental Leave.
- (h) If you are on one form of leave and your child is born before the expected date of birth, your maternity leave commences from the date of birth of the child.
- (i) The RTA shall not fail to re-engage you if you are a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:
- You or your spouse is pregnant; or
 - You have been immediately absent on maternity leave.

The rights of the RTA in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.

- (j) If you commence a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave you will be paid:
- at the rate you were paid before commencing the initial leave if you have not returned to work; or
 - at a rate based on the hours you worked before the initial leave was taken, where you have returned to work and reduced your hours during the 24 month period; or
 - at a rate based on the hours you worked prior to the subsequent period of leave where you have not reduced your hours.

6.7 Adoption leave

- (a) You are entitled to adoption leave if you are the person who assumes the primary role in providing care and attention to an adopted child.
- (b) Adoption leave starts from the date of taking custody of the child.

- (c) All staff (including casual staff members who have worked for the RTA on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:

short adoption leave, being three weeks leave without pay

extended adoption leave:

up to 12 months on leave without pay

including any short or paid adoption leave

- (d) If you are a permanent or limited duration staff member, you may be granted paid adoption leave if you have completed at least 40 weeks continuous service with a NSW public sector organisation prior to taking custody of the child, at your ordinary rate of pay for:

fourteen weeks or;

28 weeks at half pay, or;

a combination of the above two.

- (e) You can request the equivalent pay for the period of leave in subclause d) above, as a lump sum that is paid in advance of starting adoption leave.

- (f) Your lump sum payment is made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.

- (g) If you request to be paid for adoption leave as a lump sum and then you request to return to work before the period of leave is completed, you must repay the remainder of the lump sum amount.

- (h) If you receive payment under this clause you are not entitled to any payment under clause 6.8 Parental Leave.

- (i) If your partner is employed in the public sector, adoption leave is only granted to one of you for each adoption.

- (j) The RTA shall not fail to re-engage you if you are a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because you are or have been immediately absent on adoption leave. The rights of the RTA in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.

- (k) If you commence a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave you will be paid:

at the rate you were paid before commencing the initial leave if you have not returned to work; or

at a rate based on the hours you worked before the initial leave was taken, where you have returned to work and reduced your hours during the 24 month period; or

at a rate based on the hours you worked prior to the subsequent period of leave where you have not reduced your hours.

6.8 Parental leave

- (a) If you are not entitled to maternity or adoption leave, you may be entitled to unpaid parental leave to enable you, as a parent, to share in the responsibility of caring for your child or children, including if you are a casual employee who has worked for the RTA on a regular and systematic basis for at least 12 months.

- (b) If you are employed on a full time or part time basis and you have completed at least 40 weeks continuous service with a NSW public sector, you are entitled to paid parental leave of:
- one week at full ordinary pay; or
 - two weeks at half ordinary pay
- the remainder of any requested leave is treated as unpaid leave.
- (c) Unless otherwise agreed, your entitlement to paid parental leave is paid at full ordinary pay for the first five days of approved leave, as set out in subclause b) above.
- (d) You may take approved parental leave as:
- short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of your spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of your child or children
 - extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above. (NB. extended parental leave is unpaid.)
- (e) You may commence your extended parental leave at any time within two years from the date of the birth of your child or the date of placement of the adopted child and leave may be taken:
- full-time for a period not exceeding 12 months or;
 - part-time over a period not exceeding two years or;
 - partly full-time and partly part-time over a proportionate period of up to two years.
- (f) The RTA shall not fail to re-engage you if you are a regular casual employee (see section 53(2) if the *Industrial Relations Act 1996*) because you are or have been immediately absent on parental leave. The rights of the RTA in relation to your engagement and re-engagement are not affected, other than in accordance with this subclause.

6.9 Communication during Maternity, Adoption and Parental Leave

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

6.10 Rights of request during Maternity, Adoption or Parental Leave

- (a) If you are entitled to maternity, adoption or parental leave, you may request that the RTA allow you:

To extend your period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

To return from a period of maternity, adoption or parental leave on a part-time basis until your child reaches school age;

To assist you in reconciling your work and parental responsibilities.

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

- (c) Your request and the RTA decision to be in writing

Your request and the RTA's decision made under paragraph (a) must be recorded in writing.

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

6.11 Family and community service leave

- (a) You may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause (b). The RTA may also grant leave for purposes as outlined in subclause (c). Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

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

Compassionate grounds, such as the death or illness of a close member of the family or a member of your household;

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;

Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens your property and/or prevents you from reporting for duty;

Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

Attendance at court by you 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;

- (c) Family and Community Service Leave may also be granted for:

Your absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that you do not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

Your attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if you are selected to represent Australia or the State.

- (d) The maximum amount of family and community service leave payable at ordinary rates that you may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed services	7.6 hrs (1 day)

- (e) If you are a part-time employee, family & community service leave is available to you on a pro-rata basis, based on your number of hours worked.
- (f) If your family & community service leave is exhausted, you may be granted additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (g) For the purposes of this subclause, "family" means your:

spouse

de facto spouse, being a person of the opposite sex who lives in the same house as you as your husband or wife on a bona fide basis, although you are not legally married

child or adult child (including an adopted child, step child, foster child or ex-nuptial child)

parent (including a foster parent or legal guardian)

grandparent or grandchild

sibling (including the sibling of a spouse or de facto spouse)

same-sex partner who you live with as a defacto partner on a bona fide domestic basis, and

relative who is a member of the same household where, for the purposes of this definition:

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

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

'household' means a family group living in the same domestic dwelling.

- (h) Subject to approval, your accrued sick leave may be accessed when your family & community service leave has been exhausted, to allow you to provide short-term care or support for a family member who is ill.
- (i) Access to other forms of leave is available to you for reasons related to family responsibilities or community service, subject to approval. These include:

Accrued recreation leave

Leave without pay

Time off in lieu of payment for overtime.

Make up time.

- (j) You may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (k) You may elect, with the consent of the RTA, to take annual leave not exceeding ten single days in single-day periods, or part thereof, in any calendar year at a time or times agreed between yourself and the RTA.
- (l) Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- (m) If you were appointed to the RTA and had immediate previous employment in the NSW Public Sector you may transfer your family and community service leave accruals from your previous employer.
- (n) Bereavement entitlements for casual employees:

If you are a casual employee, you are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (e) of this subclause.

If you need to be unavailable to attend work for bereavement reasons, you and the RTA shall agree on the period for which you will be entitled to not be available to attend work. In the absence of agreement, you are entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. You are not entitled to any payment for the period you do not attend.

If required by the RTA, you must establish, by production of evidence of the need to take leave, such as a death certificate or statutory declaration providing details of the circumstances of death.

The RTA shall not fail to re-engage you because you accessed the entitlements provided for in this subclause. The right of the RTA to engage or not engage you is otherwise not affected.

- (o) Personal carers entitlement for casual employees:

If you are a casual employee, you are entitled to not be available to attend work, or to leave work if you need to care for a person prescribed in paragraph (e) of this subclause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

The RTA and you shall agree on the period for which you will be entitled to not be available to attend work. In the absence of agreement, you are entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. You are not entitled to any payment for the period you do not attend.

If required by the RTA, you must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.

The RTA shall not fail to re-engage you because you accessed the entitlements provided for in this subclause. The rights of the RTA to engage or not the engage you are otherwise not affected.

6.12 Study Leave

- (a) You are entitled to study leave if you are studying a course which:
 - is appropriate to your present classification
 - is relevant to the RTA, or

provides you with progression or reclassification opportunities.

(b) Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: One half hour for every hour of lectures, up to a maximum of four hours per week, or Twenty days per academic year
Correspondence students	The lesser of: One half hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or Twenty days per academic year

6.13 Examination and pre-examination leave

To assist you when attempting final examinations in approved courses and to free you from work immediately prior to an examination, you are allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

6.14 Military leave

If you are a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves you are eligible for military leave in accordance with RTA policy as follows:

Naval and Military Reserves up to 24 working days per year.

Air Force Reserves up to 28 working days per year.

6.15 Special leave

You may be granted special leave for certain activities that are not covered by other forms of leave, including:

- jury service
- as a witness when called or subpoenaed by the Crown
- emergency volunteers
- declared emergencies
- emergency services and bush fire fighting courses
- volunteers in policing - education programs
- trade union activities and training, including
 - trade union training (up to 12 days every two years)
 - attending as a witness for a trade union
 - assisting counsel or acting as a union advocate

- acting as a member of a conciliation committee
- loan of your services to a trade union
- as a member of a union executive or council
- ex-armed services personnel (eg. Medical Review Board, etc.)
- National Aborigines' Day
- other miscellaneous activities associated with your required involvement:
 - as a returning officer
 - with local government - holding official office
 - with retirement seminars
 - as a bone marrow donor
 - with exchange awards- (eg. Rotary or Lions)
 - at sporting events -(eg. Olympic or Commonwealth Games)
 - with graduation and other academic ceremonies
 - with professional or learned society meetings/conferences.

7. Travel/Accommodation

7.1 Fares and travelling

Subclauses 7.1.1 and 7.1.2 do not apply to you if you are:

- attached to the Sydney Harbour Bridge maintenance office.
- a Traffic Signals Technicians' Assistant.

Subclauses 7.1.1, 7.1.2 and 7.1.3 will not apply if instead of using your own vehicle where you would have received payment for fares and/or travelling the RTA provides you with a work vehicle to travel between your place of residence and the job site.

7.1.1 Fares

- (a) This subclause applies where a fare can be established by a recognised public transport route from your residence to your work place or established pick-up point.
- (b) If you travel to and from work by public transport you are paid all fares actually and necessarily incurred in excess of an amount per week or an amount per day, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award. However, if the RTA provides camping facilities or equivalent, and you travel to and from your residence each day, the excess fares described above, are not paid.
- (c) If you spend more than 10 minutes travelling each way between the nearest stopping place of any public transport service and your work you are paid for that time at your ordinary pay rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (d) If you elect to travel by your own transport, or because public transport is unavailable/impracticable, the RTA pays the fare equivalent of public transport only.

- (e) Fares are only paid if you make a claim within 14 days of the date you incurred the expense.
- (f) If you choose to move your residence and this involves an increased cost to the RTA, the RTA reserves the right to base your fare payment on the distance travelled from your previous residence.

7.1.2 Travelling Allowance

The following allowance provisions do not apply where payment is made in accordance with clause 7.1.1, Fares.

- (a) If accommodation is not provided, public transport is not available and the RTA does not provide transport, you are paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award, for the appropriate distance you must travel, as follows:
 - 3, but not more than 10 km
 - More than 10 km but not more than 20 km
 - More than 20 km but not more than 30 km
 - More than 30 km but not more than 40 km
 - More than 40 km but not more than 50 km
 - More than 50 km but not more than 60 km
 - More than 60 km but not more than 70 km
 - More than 70 km but not more than 80 km
 - More than 80 km but not more than 90 km
 - More than 90 km but not more than 100 km
- (b) If you are directed to report to the worksite, amenities are provided in accordance with the WorkCover Code of Practice - Amenities for Construction Work.
- (c) If your work or established reporting place is more than 100 km from your residence, the RTA provides accommodation, as per subclause 7.2(b), or suitable transport.
- (d) If the RTA provides accommodation and you choose to travel to and from your residence each day, the RTA does not pay a travelling allowance in excess of the 100 km rate.
- (e) If you choose to move your place of residence and this involves an increased cost to the RTA, the RTA reserves the right to base your travel allowance on the distance travelled from your previous residence.

7.1.3 Transport provided by the RTA

- (a) Where the RTA provides you with a vehicle to travel to a worksite, the RTA pays travel time at ordinary rates for the time you spend travelling in excess of:
 - 10 minutes each way from an established pick up point or a point no more than 3 km from your residence, or
 - 20 minutes each way when you are provided with accommodation.

- (b) Travelling time will not be more than three hours each day. All time in excess of this is counted as work time and travel time at overtime rates.
- (c) Vehicles will leave promptly at finishing time.
- (d) Travel time is paid at ordinary rates where your worksite has facilities as outlined in the WorkCover Code of Practice - Amenities for Construction Work. If your worksite does not have these facilities, the time you spend travelling is deemed work time or travel time at overtime rates.
- (e) If you are the driver of an RTA vehicle and you transport other staff and materials to and from the worksite, you are paid overtime. If you are not the driver of such vehicles, you are paid travel time at ordinary rates. You are also paid travel time at ordinary rates if you use an RTA vehicle to attend training or other meetings.
- (f) If the RTA transfers you from one job to another during working hours, the RTA must:
 - pay your time spent travelling as time worked or overtime in accordance with (b) above, plus any additional fares
 - return you to the point from which you were transferred if the RTA was unable to notify you the day before.

7.2 Distant work

- (a) If you are a Traffic Signals Technicians' Assistant this subclause does not apply to you because you receive arrangements commensurate with salaried staff when engaged on distant work.
- (b) "Distant work" is employment at a workplace that requires you to live away from your usual residence.
- (c) If you are sent from one place to another, the RTA either:
 - (i) Provides you with accommodation and pays for your meals, as follows:
 - At an established RTA camp
 - At a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available
 - If suitable motel accommodation is not available, a single room hotel or private accommodation may be provided
 - If suitable motel, hotel or private accommodation is not available, you may be accommodated in a caravan park
 - If a suitable caravan park is not available, you may be accommodated in a caravan with a toilet, shower and air conditioning or another agreed facility. Caravans must include showers, air-conditioning and a toilet. Or,
 - (ii) Pays you a 'Country Allowance' to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved. The daily rate is stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates (Country Allowance)" in this Award.
- (d) When you are provided with accommodation, you may elect not to have your meals paid for and to receive an amount, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award, for breakfast, lunch, dinner and any incidental expenses incurred.

- (e) If you are provided with accommodation and meals you are entitled to an incidental payment of a set amount for each night spent away from your residence or headquarters, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award.
- (f) Where possible the RTA provides you with transport to and from Distant Work at the beginning and end of each work week/period. In this case the time you spend travelling to and from Distant Work is paid as per subclause 7.1.3.
- (g) Where the RTA cannot provide you with this transport:

and you use your own private vehicle you are reimbursed the specified journey at a set rate per kilometre, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award, or

The RTA reimburses you for the cost of fares and return fares, and

You are paid for the time you spend travelling, as per subclause 7.1.3.
- (h) If you are required to report for duty on Distant Work, the RTA will notify you at least two days before it is necessary for you to travel, except in case of emergency or unforeseen circumstances.
- (i) If the RTA and the majority of staff engaged on Distant Work agree, your ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days. Refer to clause 4.2 Working Hours.
- (j) Camps and accommodation must fulfil the requirements of the *Occupational Health and Safety Act 2000* and its regulations at all times.

7.3 Amenities

7.3.1 General

- (a) The RTA provides amenities for all staff engaged on works in accordance with the Workcover Code of Practice - Amenities for Construction Work.
- (b) If you are a tradesperson, the RTA will provide you with a suitable, secure, weatherproof lock-up at the work place for your tools. If a lock-up is not provided and your tools are stolen by reason of the RTA's negligence, the RTA compensates you for the loss, in accordance with Clause 8.5 - Tools.

7.3.2 Sydney Harbour Bridge maintenance staff

- (a) If you are SHB maintenance worker, the RTA provides a "clean/dirty" area for you to store your personal clothing separate from your protective clothing.
- (b) This area must have sufficient washing and showering facilities separated from all dirty sections of the area.
- (c) You are allowed the following breaks:

Five minutes before lunch to wash and put away personal belongings, or

Ten minutes before lunch if you have been performing tasks associated with lead paint removal (as outlined in 5.2.3), to shower and put away personal belongings, and

Ten minutes before finishing time to shower, and

Enough time before lunch and finishing time to reach an area from your place of work on the bridge.

- (d) You are provided with separate area for the storage of your clothes, tools and food. This area must not contain painting materials.

7.4 Tea breaks and drinking water

- (a) If you are not a SHB maintenance worker, you are entitled to a paid 20 minute morning tea break, as agreed with the RTA. This break should not necessarily cause work stoppage.

The RTA provides:

tea and coffee making facilities

cool drinking water.

- (b) If you are a SHB maintenance worker, you are entitled to a ten minute:
morning tea break, to be taken alongside your lunch break, and
tea break immediately before finishing time.

8. Other Conditions

8.1 First aid

For full details, refer to the Occupational Health and Safety Regulation 2001.

If the RTA appoints you to perform first aid, you are paid an additional daily amount, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

8.2 Union contributions

- (a) The unions shall provide the RTA with a schedule setting out its fortnightly membership fees payable by its members in accordance with its rules.
- (b) The unions shall advise the RTA 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 RTA at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, if you are a member of the union, the RTA shall deduct your union fortnightly membership fees from your pay if you have authorised in writing, the RTA to make such deductions
- (d) Monies so deducted from your pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to your union membership account.
- (e) Unless other arrangements are agreed to by the RTA and the union, your union membership fees shall be deducted on a fortnightly basis.
- (f) If you have already authorised the deduction of your union membership fees from your pay prior to this clause taking effect, nothing in this clause shall be read as requiring you to make a fresh authorisation in order for such deductions to continue.

8.3 Union representatives

If you are an elected union representative and you have been notified and accepted by the RTA as an accredited union representative, you are allowed sufficient time in work hours to interview the supervisors, managers and staff you represent on matters affecting them.

8.4 Certificates and licences

Your weekly pay rate, as stated in Table 1, "Rates of Pay", in Part B, "Monetary Rates" includes 50 cents for your drivers' licence whether or not you are required to drive plant items or motor vehicles. This is effective from your first full pay period commencing on or after 1 July 1997.

8.5 Work apparel

8.5.1 General

- (a) The work apparel issued to you in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by the RTA.
- (b) The RTA issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five (5) in total, in any combination
Shorts*	
Long pants*	Five (5) in total, in any combination
High-visibility, long sleeve shirt*	
Cotton drill long sleeve shirt*	
Windcheater (sloppy joe)	Two (2)
Jacket (light, heavy or spray)	Two (2)
Long socks	Five (5)
Belt	One (1)
Hat (stockman style)	One (1)
Gear bag	One (1)

* One pair of overalls may be substituted for any pants/shirt combination.

- (c) Your work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- (d) It is a condition of your employment that you wear the work apparel issued to you by the RTA while you are on duty.
- (e) If you elect to wear cotton drill shirts, you must wear an approved, high-visibility garment over your shirt when you are working near traffic.
- (f) You are responsible for the cost of cleaning and maintaining your RTA-issued work apparel.
- (g) If you are a casual worker, you are initially issued with two sets of trouser and shirt combinations, plus other essential items (eg. belts, socks). All other items are issued on a "needs" basis (eg. winter jackets).

8.5.2 Protective clothing

The RTA must provide you with personal protective clothing and equipment (PPE), as stated in your Safe Working Method Statements (SWMS), to ensure your health and safety in the workplace.

8.6 Tools

8.6.1 Issue

The RTA provides you with all necessary special tools required to perform your work.

8.6.2 Insuring tools

- (a) The RTA insures your tools against loss or damage by fire while the tools are on RTA premises or worksites.
- (b) The RTA reimburses you for loss of tools, as follows:
 - up to a value, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
 - if the RTA has requested the tools be stored on the job
 - if they are stolen, by break and enter, outside ordinary working hours.
- (c) The RTA may require you to provide a list of all your tools.

8.7 Grievance resolution and dispute settlement

8.7.1 Grievance resolution

- (a) The RTA's Grievance Resolution Policy (contained in the RTA's Human Resources Manual) provides the opportunity for workplace issues to be raised early and resolved locally in a timely manner.
- (b) A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:
 - (i) Allocation of work or development opportunities
 - (ii) Workplace communication difficulties, or interpersonal disputes;
 - (iii) Changes in work processes/practices.
- (c) The Grievance Resolution Policy and Grievance Resolution Procedure should be utilised when grievances arise..
- (d) Whenever the relevant Policy and Procedures are being followed, normal work will continue.

8.7.2 Dispute settlement

- (a) A dispute is a complaint or difficulty which affects more than one staff member. It may relate to a change in working conditions that is perceived to have a negative implication on staff.
- (b) It is essential that management and the unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of the following process.
 - (i) If a dispute arises in a work location and that dispute cannot be resolved between staff or their representative and the supervisor, the dispute is referred to the RTA Manager, Industrial Relations, or delegate, who then arranges for the dispute to be discussed with the unions.
 - (ii) If the dispute cannot be resolved at this level, it is referred to RTA senior management.

- (iii) If the dispute cannot be resolved at this level, it is referred to the Industrial Relations Commission of NSW.
- (iv) While this process is continuing, there should be no work stoppages or any other form of work limitation.
- (v) The relevant union reserves the right to vary this procedure where a genuine safety factor is involved, in accordance with subclause 8.7.3.

8.7.3 Disputes relating to OHS issues

- (a) The RTA and wages staff are committed to the Occupational Health and Safety Act 2000 and any other relevant statutory requirements, at all times.
- (b) When an OHS risk is identified or a genuine safety factor is the source of a dispute:
 - (i) You have a duty to notify the RTA of the risk through your Occupational Health & Safety Committee, and
 - (ii) To allow the RTA a reasonable amount of time to respond.
 - (iii) The RTA has a duty to address the issue identified, and
 - (iv) Report on the issue within a reasonable timeframe.
- (c) If you notify WorkCover without allowing the RTA a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.
- (d) The RTA respects your right to refuse to continue working due to a genuine safety issue.
- (e) The unions and you acknowledge that the creation of an industrial dispute over an OHS matter that is not legitimate is a breach of the legislative provisions under section 25 of the *Occupational Health and Safety Act 2000*.

8.8 Anti-discrimination

- (a) It is the intention of all parties bound by this Award (the RTA, the union and you) 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) As such, it follows that in fulfilling your obligations under the dispute resolution procedure stated in this Award, all parties have an obligation 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 is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because that employee:
 - (i) has made a complaint of unlawful discrimination or harassment, or
 - (ii) may make a complaint of unlawful discrimination or harassment, or
 - (iii) has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be used to:
- (i) promote any conduct or act which is specifically exempted from anti-discrimination legislation
 - (ii) enforce the offering or provision of junior pay rates to people under 21
 - (iii) promote 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) prevent any 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 all parties by the legislation referred to in this clause.

NOTES

1. The RTA and staff may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti-Discrimination Act 1977*, states:

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

9. No. Extra Claims

The parties agree that during the term of this Award there will be no extra claims, claims for improved conditions of employment, or demands made in respect of the staff covered under this Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment in respect of those staff will be instituted before the Commission or any other arbitral tribunal.

The terms of the preceding paragraph do not prevent the parties from instigating any proceedings with respect to the interpretation, application or enforcement of existing award provisions contained in this Award.

10. Area Incidence and Duration

This Award will be known as the Crown Employees (Roads and Traffic Authority of NSW - Wages Staff) Award 2011.

This Award applies to Wages Staff employed within the classifications set out in Part B, Monetary Rates by the Roads and Traffic Authority of New South Wales, Division of the Government Service of New South Wales, under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

This Award will remain in force for a period of one (1) year from 1 July 2011 and rescinds and replaces the Crown Employees (Roads and Traffic Authority of NSW - Wages Staff) Award 2008 published 15 May 2009 (367 I.G. 1736).

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

Pay point	Positions	2.5% Opve ffpp o/a 1/7/2011/week \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	910.60
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	935.00
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	959.70
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4 Traffic Emergency Patroller	984.20
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarker Grade 3 Storeperson Grade 2 Rigger Grade 1	1009.00
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2	1033.50
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1058.10
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck)	1082.70
9	Truck Driver (Road Train) Team Leader (Rigger)	1107.40

	Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	
10		1132.00
11		1156.50
12	Team Leader Grade 2 Team Leader (Tow Trucks)	1181.20

Rates of Pay - Trades

Pay point	Positions	2.5% Opve ffpp o/a 1/7/2011/week \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	991.40
2	Plasterer Grade 1	1007.90
3	Mechanical Trades Grade 1 Fitter Grade 1	1013.10
4	Painter Grade 2	1016.00
5	Signwriter Grade 1	1020.90
6	Metal Fabricator Grade 1 Plumber Grade 1	1023.30
7	Shipwright Grade 1	1032.20
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1041.00
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1042.10
10	Electrician Grade 1	1064.10
11	Painter Grade 4 Traffic facilities Painter Grade 3	1065.60
12	Mechanical Trades Grade 2 Fitter Grade 2	1067.60
13	Signwriter Grade 2	1071.90
14	Metal Fabricator Grade 2 Plumber Grade 2	1074.50
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1094.20
16	Signwriter Grade 3	1097.50
17	Electrician Grade 2	1117.40
18	Construction Carpenter Grade 3	1120.10
19	Mechanical Trades Grade 3 Fitter Grade 3	1121.20
20	Plumber Grade 3	1125.80
21		1156.50
22	Electrician Grade 3	1170.20
23		1174.50
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader)	1181.20

	Painter (Team Leader) Traffic Facilities Painter (Team Leader)	
25	Electrician (Team Leader)	1223.40

Rates of Pay - Apprentices

Pay point	Positions	2.5% Opve ffpp o/a 1/7/2011/week \$
Apprentice 1st Year		
1	Painter/Decorator Signwriter	443.90
2	Radio Fitter/Mechanic Electrical Fitter/Mechanic	451.60
3	Bricklayer	457.50
4	Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	465.80
5	Carpenter/Joiner Shipwright	485.00
6	Bridge & Wharf Carpenter	494.90
Apprentice 2nd Year		
7	Painter/Decorator Signwriter	575.20
8	Radio Fitter/Mechanic Electrical Fitter/Mechanic	582.80
9	Bricklayer	588.60
10	Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	596.90
11	Carpenter/Joiner Shipwright	616.50
12	Bridge & Wharf Carpenter	626.30
Apprentice 3rd Year		
13	Painter/Decorator Signwriter	730.10
14	Radio Fitter/Mechanic Electrical Fitter/Mechanic	737.90
15	Bricklayer	743.30
16	Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker	751.90

	Blacksmith Trimmer Welder Plumber	
17	Carpenter/Joiner Shipwright	770.90
18	Bridge & Wharf Carpenter	780.70
	Apprentice 4th Year	
19	Painter/Decorator Signwriter	837.50
20	Radio Fitter/Mechanic Electrical Fitter/Mechanic	845.30
21	Bricklayer	850.90
22	Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	859.60
23	Carpenter/Joiner	878.70
24	Bridge & Wharf Carpenter	888.10

Table 2 - Other Rates and Allowances

Clause	Description	2.5% Opve ffpp o/a 1/7/2011 \$
5.1.7 (a)	Sydney Harbour Bridge Maintenance Staff Sydney Harbour Bridge Allowance	181.10
5.2.3	Lead Paint Removal Allowance	2.15
5.2.4	Asbestos Materials Tradespersons	0.88
5.2.5(c)	Asbestos Eradication Tradespersons	2.37
5.2.6(a)	Asphalt Plant Repairs Tradespersons	0.88
5.2.7	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment 3.36m wide or 21.34m long or 4.58m high minimum payment	2.2450 8.98 4.1975 16.79
5.4.6 (a) (b)	Meal Allowance First meal Subsequent meal	11.30 9.50
7.1.1 (b)	Fares per week per day	12.00 2.40
7.1.2 (a)	Travelling Allowance 3 10 km 10 20 km 20 30 km 30 40 km 40 50 km 50 60 km 60 70 km	4.20 8.30 12.40 16.50 20.70 24.80 29.00

	70 80 km	33.00
	80 90 km	37.20
	90 100 km	41.30
7.2	Distant Work	
(c) (ii)	Board & lodging	678.30
	Broken parts of week where camp not provided	96.90
(d)	Breakfast	20.65
	Lunch	23.60
	Dinner	40.65
(e)	Incidentals	8.00
(h)	Private Vehicle over 2600 cc	0.300/km
	Private Vehicle 1601 - 2600 cc	0.296/km
	Private Vehicle under 1600 cc	0.252/km
8.1	First Aid	
(b)	First aid Allowance	3.16
8.6.2	Insuring tools	
(b)	Reimbursement for loss	1431.00

APPENDIX A

WORKPLACE REFORM

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of the RTA Road Services Business Units against other public and private sector road services providers.

2. Process improvement

The RTA, unions and wages staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all wages staff and is:

implemented in consultation with the unions that will link performance in the workplace with the goals of the RTA, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

ensuring teams and wages staff understand the relationship or interdependence of their role with other teams and wages staff

clearly defining expectations for each team and wages staff member against the agreed goals of the RTA and productivity standards

ensuring each team and wages staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and wages staff on the RTA's work practices, management practices and possible innovations

encouraging teams and wages staff to participate in their work unit's decision making process.

4. Conditions of employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:

developed and implemented in consultation with the unions to link performance in the workplace with the goals of the RTA

evaluated and monitored by the SBU.

- (b) In making this commitment, the parties accept, in principle, the need to:

review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

review and rationalise administrative procedures

reduce and update documentation

ensure, where possible, consistent working conditions for all wages staff

provide opportunities for all wages staff to better manage their working and personal lives

review current work patterns to investigate flexible work arrangements which better meet wages staff and customers' needs.

5. Occupational health and safety

- (a) The RTA is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:

implementation of appropriate health and safety practices and procedures

appropriate management policies and practices

the active and constructive involvement of all wages staff; and

management and wages staff representatives' participation on occupational health and safety committees.

- (b) The RTA encourages wages staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

6. Consultation on excess staff

The RTA is committed to managing excess staff through a consultative approach in accordance with its policy and continuous improvement strategies.

The parties are committed to the development and implementation of a process to ensure equitable treatment of excess staff throughout the RTA.

Such a process includes appropriate training, career and financial assistance counselling, provision of equipment and participation in the RTA's Job Assist Scheme as set out in policy.
The implementation of any clause in this Award is not intended to cause any forced redundancies.

It is not the intention that any clause in this Award prevents the RTA managing excess staff in accordance with Government policy and through a consultative process with wages staff and the unions.

7. Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA:

abides by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.

abides by the terms and conditions of the RTA and Combined Unions' Contractors' Protocol Policy being developed by the parties.

ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in clause A9, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in point 4, Work Environment, of this Appendix, takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA wages staff, the parties agree that the Government's policy on Market Testing and Contracting Out is observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of wages staff to perform the work under contractual conditions, takes place between the RTA and the unions before initiating any change to operations presently carried out by RTA wages staff.

This is to ensure that all parties are informed of plans and wages staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix C for Principles, Definitions and Consultative Process).

9. Unplanned absenteeism (sick leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by staff.

Wages staff who have a good employment and sick leave record and who have been suffering from a genuine prolonged illness continue to be entitled, by Chief Executive approval, to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

10. Consultation

The parties agree that in order to maximise the benefits that can be obtained through the enterprise bargaining process there is a need for full and open consultation on all relevant issues affecting wages staff and unions.

The parties are committed to timely and effective consultation which provides RTA wages staff and unions with the opportunity for input into such matters that impact upon them prior to their implementation.

11. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

12. Field Input Data Operation

The parties agree to fully implement the Field Input Data Operation (FIDO) system to improve scheduling and prioritising of maintenance works.

13. Alliance Model/Contracting of Works

The parties agree to fully implement the Alliance Model of work in Road and Fleet Services (RFS), whereby RTA staff work along side private industry parties in order to achieve the outcomes of RFS.

APPENDIX B

DEFINITIONS

Adult apprentice

Means a person who commences their apprenticeship with the RTA at age 21 years or older.

RTA

The Roads and Traffic Authority of New South Wales as constituted under Section 46 of the *Transport Administration Act*, 1988.

Staff/Employee

Means a person(s) engaged by the RTA, a Division of the Government Service of New South Wales under Chapter 1A of the Public Sector Employment and Management Act 2002 and whose conditions of employment are bound by this Agreement.

Safe system of work

The Safe System of Work on the Sydney Harbour Bridge is documented in the Memorandum of Agreement between the Labor Council of NSW (Unions NSW), the unions and the Commissioner for Main Roads, dated 28 October 1988, as amended from time to time.

Follow the job loading

Means an allowance paid as compensation for lack of continuity of employment and for the need to change work locations in the construction industry.

Inclement weather

Means wet weather/abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

Industry allowance

Staff working in the open on civil/ mechanical engineering projects and subject to climatic conditions, ie. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.).

Call Out/Call Back

Means a request to return to work to attend to an emergency or breakdown.

RTA Policy

Means policy set out in the RTA's Human Resources Manual.

Crib

Means a paid meal break, which is treated as time worked.

Substantive/ordinary rate of pay

Means the rate you are paid on an hourly basis, paid according to your contract hours of work and the weekly wage for your classification.

Non-superable allowance

Means a payment is not taken into consideration when calculating superannuation contribution.

APPENDIX C

MARKET TESTING AND CONTRACTING OUT

Principles, Definitions and Consultative Process

1. Principles

1.1 Selection of an area of work to market test

The following principles underlie the selection of an area of work for market testing:

- (a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- (b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.

- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

1.2 Conduct of market testing projects

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:

track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past

reports from reference sites

past performance in management of sub-contractors

fitness and quality of the process proposed by the bidder

financial stability of the firm

ability to meet statutory requirements, including occupational health and safety requirements, and

calibre of the key people involved in delivery of the work.

- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resources and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)
- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and staff must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with staff and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support all staff, especially those involved in internal bid processes.

1.3 Management of an area of work after market testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.

- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- (c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance or the work area on behalf of the RTA.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

2. Definitions

Consultation

The process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:

- the identification of decision alternatives
- the identification of decision criteria; and
- the outcome of evaluation of alternatives against the criteria.

In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.

Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.

Market Testing

A rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.

Major Works

Works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

3. Consultative process

Step 1

- (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
- (b) Agreement to proposals sought from Director.
- (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Unions NSW.

- (d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice).
- (e) Responses considered by relevant Director and proposals modified where appropriate.

Step 2

- (a) The RTA Executive advised of nominated projects by relevant Director.
- (b) Nominations considered by Board and which project should proceed to market testing determined.
- (c) Relevant unions, SBU and Unions NSW advised of project approvals by Director Corporate Services.

Step 3

- (a) Project initiated by local management.
- (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
- (c) In-house bid team advised of targeted savings / areas for improvement.
- (d) Evaluation committee appointed by relevant Director.
- (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
- (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
- (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
- (h) Relevant probity processes established by local management.
- (i) If determined necessary (ie. to gauge size of market, identify options, etc.) Expression of Interest called.
- (j) Expressions of interest evaluated and short list prepared.
- (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (l) RFP/tender documents modified where appropriate by market testing team.
- (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (n) Evaluation model modified where appropriate by market testing team.
- (o) RFP/tender documents issued.

Step 4

- (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".

- (b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.

Step 5

- (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
- (b) Approval of evaluation report recommendations sought from the RTA Executive by relevant Director.

Step 6

- (a) Relevant unions and bidders advised by Relevant Director of decision of the RTA Executive.
- (b) Staff advised and in-house bid team debriefed by local management.

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1192 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

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

PART B

Table 1 - Salary Rates

Classification	Rate From 1.7.2011 2.5% \$
PSYCHOLOGISTS	
Psychologist	
1st year of service	55,971
2nd year of service	58,998
3rd year of service	62,022
4th year of service	65,803
5th year of service	69,586
6th year of service	73,367
7th year of service	77,150
8th year of service	80,177
9th year of service & thereafter	83,198
Senior Psychologist	
1st year of service	87,738
2nd year of service	91,522
3rd year of service & thereafter \$ 95,302	
Clinical Psychologist	
1st year of service	80,177
2nd year of service	84,712
3rd year of service	89,252
4th year of service	93,791
5th year of service and thereafter	98,327
Senior Clinical Psychologist	
1st year of service	102,867
2nd year of service	105,891
3rd year of service & thereafter	108,918

Principal Clinical Psychologist	
1st year of service and thereafter	124,044
PART-TIME PSYCHOLOGISTS (Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))	
Part-Time Psychologist (p/hour) (formula: -5th year rate ÷ 52.17857 ÷ 35 + 10%)	41.91
Part-Time Clinical Psychologist (p/hour) (formula: -3rd year rate ÷ 52.17857 ÷ 35 + 10%)	53.76
Part-Time Senior Clinical Psychologist (p/hour) (formula: -2nd year rate ÷ 52.17857 ÷ 35 + 10%)	63.78

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' (STATE) AWARDINDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1185 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B Monetary Rates of the award published 24 April 2009 (367 I.G. 1089) and insert in lieu thereof the following:

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

Classifications	Rate from 1.7.2011 2.5% \$
Medical/Technical Group	
Aides	
1st year	815.30
2nd year	831.00
Thereafter	847.60
Technical Assistant-Grade 1	
1st year	831.00
2nd year	847.60
Thereafter	866.90
Technical Assistant-Grade 2	
1st year	847.60
2nd year	866.90
Thereafter	882.20
Trainee Cytology Scanner	767.70
On completion of 12 months' satisfactory service and the issue of a certificate by the hospital that the Trainee is competent to carry out the full range of duties of a scanner, a Trainee shall be entitled to be classified as Cytology Scanner, 1 st year.	
Cytology Scanner	
1st year	847.60
2nd year	866.90
Thereafter	882.20

Pharmacy Assistant - Grade 1	
1st year	847.60
2nd year	866.90
3rd year	882.20
4th year	906.80
Pharmacy Assistant - Grade 2	
1st year	906.80
2nd year	928.70
Pharmacy Technician-Grade 1	
1st year	906.80
2nd year	928.70
3rd year	949.60
4th year	972.30
Pharmacy Technician-Grade 2	
1st year	993.40
2nd year	1,031.00
3rd year	1,064.40
4th year	1,093.90
Pharmacy Technician-Grade 3	
1st year	1,169.20
2nd year	1,209.80
Pharmacy Technician-Grade 4	
1st year	1,250.50
2nd year	1,329.50
Sterilisation Technician-Grade 1	
1st year	847.60
2nd year	866.90
3rd year	906.80
Sterilisation Technician-Grade 2	
1st year	928.70
2nd year	949.60
3rd year	972.30
Sterilisation Technician-Grade 3	
1st year	993.40
2nd year	1,031.00
Post Mortem Assistant 200 Post Mortems p.a.	
1st year	1,031.20
2nd year	1,064.80
3rd year and thereafter	1,094.90
Sen.Post Mortem Assist-W/mead	1,210.40
Museum Technician	
1st year	838.80
2nd year	854.50
3rd year	870.80
4th year and Thereafter	888.30

Animal Technician	
1st year	838.80
2nd year	854.50
3rd year	870.80
4th year	888.30
Animal attendant	832.30
Research Mechanic	
Research Mechanic	855.90
Operations Assistant	
Chief	920.60
Senior	890.20
Others - first 3 years	849.80
Other - Subsequent years	873.30
Provided that an assistant who has served five (5) years in the classification and is certified by the hospital as competent to assist in any type of surgical operation, shall be entitled to be classified as Senior.	
Trainee Operations Assistant	744.30
On completion of three years' training, a Trainee shall be classified as Assistant.	
Anaesthetic and Operating Theatre Technician	
Without Diploma	882.20
With Diploma	929.90
Senior Anaesthetic Technician	959.20
Senior Anaesthetic Technician- R.P.A. Hosp.	985.10
Technical Controller Processing - R.P.A.H.	
Personal Present Occupant Only	875.20
Institute of Tropical Medicine-Prince Henry	
Attendant	841.70
Attendant in Charge	874.40
Surgical Instrumental Repairer	
Surgical Instrumental Repairer	855.30
Patient Support Assistant-Central Coast Area Health Service	
1 st Year	814.00
Thereafter	820.10
Patient Services Assistant-Western Sydney Area Health Service	
Grade 1	797.70
Grade 2	814.00
Support Services Officer-Northern Sydney and Western Sydney Area Health Service	831.00
Wardsperson	
1 st year	814.00
Thereafter	820.10

Chief Wardsman	
1st year	857.10
Thereafter	864.20
Senior Chief Wardsman	
1st year	881.70
Thereafter	887.90
Surgical Dresser	
1st year	824.30
2nd year	831.20
Thereafter	841.70
Surgical Dresser - S.T.D. Clinic	
1st year	831.20
Thereafter	851.40
Chief Surgical Dresser	
1st year	867.50
2nd year	875.20
Thereafter	885.60
Senior Chief Surgical Dresser	
1st year	891.60
2nd year	899.60
Thereafter	909.90
Surgical Dresser - Royal North Shore Hospital	
1st year	846.20
2nd year	854.00
3rd year	864.40
Senior Chief Surgical Dresser - RNSH	
1st year	931.80
2nd year	940.10
3rd year	951.20
Chief Surgical Dresser - RNSH	
1st year	907.30
2nd year	914.40
3rd year	925.60
Heart/Lung Technician	953.70
Heart/Lung Assistant	899.60
Neurophysiological Technician	
1st and 2nd year	929.90
3rd year and Thereafter	959.20
Senior Neurophysiological Technician	
In Charge of 2 or more employees	985.10
St George, New Childrens, RNSH, Royal Newcastle	1,064.40
RPAH, POW, PHH, Westmead	1,169.20

Trainee Neurophysiological Technican	812.60
Provided that promotion to Electro-Cardiograph Recorder/Technician is conditional upon the employee having completed 12 months satisfactory service and the hospital having issued a certificate to the effect that the employee is competent to perform the duties required.	
Provided that promotion to Neurophysiological/Technician is conditional upon the employee satisfying the requirements of the course in Neurophysiology conducted by the New South Wales Institute of Psychiatry or such other qualifications deemed by the Health Administration Corporation to be appropriate.	
Domestic Group	
Trainee Catering Officer	
1st year	831.80
2nd year	849.80
Thereafter	870.40
Surgical Bootmaker	
In charge of other Bootmakers/Repairers	957.50
Otherwise	938.30
Surgical Boot Repairer	921.00
Chef	
Grade A	910.80
Grade B	890.40
Grade C	870.80
Cook	
Grade A	854.20
Grade B	833.80
Linen Supply Officer	
Under 300 Beds	825.70
300 Beds but less than 500 Beds	848.90
500 Beds and over	873.50
Assistant Foreperson	811.20
Hospital Assistant	
Grade 1	767.70
Grade 2	785.40
Grade 3	797.70
Sewing Room Supervisor	
In charge of 2-6 Dressmakers / Seamstresses	817.20
In charge of 7-11 Dressmakers / Seamstresses	827.20
In charge of 12 or more Dressmakers / Seamstresses	837.10
Housekeeper/Domestic Supervisor - not I/C Food Services	
Under 100 beds	829.90
100 beds but less than 200 beds	835.70
200 beds but less than 300 beds	843.20

300 beds but less than 400 beds	851.40
400 beds but less than 500 beds	868.80
500 beds and over	885.60
Home Supervisor	
100 beds but less than 200 beds	797.80
200 beds but less than 300 beds	821.90
300 beds but less than 400 beds	829.90
400 beds but less than 500 beds	841.00
500 beds and over	848.80
Maintenance/General Group	
Maintenance Supervisor (Non Tradesman)	
In charge of staff	985.80
Otherwise	961.50
Boiler Attendant	
Maintenance of Plant	833.90
Otherwise	824.70
Fireman	
Fireman	
785.40	
Motor Vehicle, Ambo and/or Bus Driver	
Up to 2950 Kilograms	830.10
Over 2950 Kg & up to 4650 Kg	836.20
Over 4650 Kg & up to 6250 Kg	842.10
Over 6250 Kg & up to 7700 Kg	847.20
Over 7700 Kg & up to 9200 Kg	852.80
Over 9200 Kg & up to 10800 Kg	856.90
Over 10800 Kg & up to 12350 Kg	861.80
Over 12350 Kg & up to 13950 Kg	866.20
Over 13950 Kg & up to 15500 Kg	870.80
Over 15500 Kg & up to 16950 Kg	873.30
Over 16950 Kg & up to 18400 Kg	875.60
Over 18400 Kg & up to 19750 Kg	876.70
Over 19750 Kg & up to 21100 Kg	878.90
Over 21100 Kg & up to 22450 Kg	882.70
Trainee Patient Transport Officer	
830.10	
Patient Transport Officer	
867.30	
Fire Safety Officers	
Level 1 - Over 700 beds	1,424.60
Level 2 - 300-700 beds	1,267.80
Level 3 - Less than 300 beds	1,126.30
Gardening Staff	
Head Gardener Without Certificate	861.30
Head Gardener With Certificate	916.80
Gardener Without Certificate	812.50
Gardener With Certificate	836.40
Vocational Instructor - Rehab (Tradesman)	
1st year	1,024.80
2nd year	1,038.50
3rd year and Thereafter	1,051.80

Vocational Training Officer (Non-Trade)	
1st year	929.30
2nd year	942.90
3rd year and Thereafter	956.90
Health and Security Assistant	873.50
Security Officer	831.00
Senior Security Officer	
Year 1	906.80
Year 2	928.70
Printing Operators	
1st year	905.90
2nd year	912.80
3rd year	918.00
Printing Operators O.I.C Prince Henry Hospital	946.40
Child Care Worker	
1st year	773.30
2nd year	787.20
3rd year	817.00
4th year	831.10
5th year	847.60
6th year	866.90
Thereafter	882.20
Diversional Therapist with Diploma	
1st year	838.10
2nd year	887.90
3rd year	936.90
4th year	986.20
5th year	1,033.10
Diversional Therapist without Diploma	
1st year	831.00
2nd year	847.60
3rd year	866.90
Tyre Fitter	815.80
Ambulance Support Officer	783.40
Apprentices	
Apprentice Cook	
1st six months	417.40
2nd six months	584.00
3rd six months	667.40
4th six months	709.20
5th six months	752.00
6th six months	792.50

Appr. completion of 1st Yr exams	2.10
Appr. completion of 2nd Yr exams	4.70
Appr. completion of 3 rd Yr exams	6.20
Apprentice Gardener	
1st Year	428.80
2nd Year	510.10
3rd Year	673.60
4th Year	755.30
Appr. completion of 1 st Yr exams	2.10
Appr. completion of 2 nd Yr exams	4.70
Appr. completion of 3 rd Yr exams	6.20
Team Leader - Central Linen Service	880.90
Cardiac Technician	
Year 1	993.40
Year 2	1,031.00
Year 3	1,064.40
Year 4	1,093.90
Cardiac Technologists	
Grade 1	
Year 1	1,015.70
Year 2	1,053.70
Year 3	1,118.60
Year 4	1,195.20
Year 5	1,277.80
Year 6	1,359.30
Year 7	1,425.20
Year 8	1,471.30
Grade 2	
Year 1	1,425.20
Year 2	1,471.30
Year 3	1,582.50
Senior Cardiac Technologist	
Year 1	1,582.50
Year 2	1,635.40
Chief Cardiac Technologist	
Year 1	1,681.00
Year 2	1,865.20
CFPU Chef	
Level 1	916.50
Level 2	948.60
Level 3	980.90
CFPU Cook	
Level 1	880.90
Level 2	916.50

Care Service Employee	
Grade 1 - New Entrant	585.00
Grade 1	683.00
Grade 2	725.80

Table 2 - Allowances

Allowance	Rate From 1.7.2011 2.5% \$
Special Allowance Post Mortem Assistants & Senior Post Mortem Assistants (Westmead)	83.60
Senior Laundry Staff -Tech. Cert.	10.80
Leading Hand I/C 2 to 5 employees.	28.50
Leading Hand I/C 6 to 10 employees.	40.60
Leading Hand I/C 11 to 15 employees.	51.70
Leading Hand I/C 16 to 19 employees.	63.10
Automatic Rotary Press operation/hr or part	0.53
Housekeeper/Domestic Supervisor - S'vise Nurse/ Domestic Home	7.80
Boiler Attendant's Certificate -other employee (p/week)	7.10
Boiler Attendant's Certificate & Flash Type Generator (p/wk)	16.90
Boiler Attendant/Fireman - Specified Hospitals (p/week)	43.50
Additional Duties - Boiler Attendant/Fireman	20.00
Ancillary Fire Safety Duties-100 beds or more	36.00
Ancillary Fire Safety Duties - Less than 100 beds	16.20
Gardener with/out Certificate - I/C 2 or more employees	28.50

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

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(721)

SERIAL C7670

HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1180 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B Monetary Rates of the Award published 24 April 2009 (367 I.G. 1108) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Rate from 1.7.2011 2.5% \$
TELEPHONIST - Level 1	
1st year	774.80
2nd year	790.00
3rd year	824.00
4th year	844.30
5th year	881.20
TELEPHONIST - Level 2	
1st year	900.70
2nd year	920.50
3rd year	939.30
TELEPHONIST - Level 3	
1st year	959.60
2nd year	979.80
ADMINISTRATION OFFICER-LEVEL 1	
1st year	746.30
2nd year	777.90
3rd year	808.20
4th year	828.20
5th year	848.90
ADMINISTRATION OFFICER-LEVEL 2	
1st year	878.90
2nd year	909.90

ADMINISTRATION OFFICER-LEVEL 2A	
1st year	927.30
2nd year	941.50
ADMINISTRATION OFFICER-LEVEL 3	
1st year	941.50
2nd year	972.50
ADMINISTRATION OFFICER-LEVEL 4	
1st year	998.90
2nd year	1,023.00
ADMINISTRATION OFFICER-LEVEL 5	
1st year	1,054.70
2nd year	1,079.90
ADMINISTRATION OFFICER-LEVEL 6	
1st year	1,116.00
2nd year	1,143.70

Table 2 - Allowances

Item No.	Clause No.	Description	Rate from 1.7.2011
1	1	Telephonist-Level 1 In-Charge Allowance	
		3 to 5 staff - per shift	7.10
		6 to 10 staff - per shift	9.00
		Over 10 staff - per shift	15.40
2	3	Higher Skills	14.20

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(777)

SERIAL C7669**HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1179 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B Monetary Rates, of the Award published 24 April 2009 (367 I.G. 1114) and insert in lieu thereof the following:

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

Classification	Rate From 1.7.2011 2.5% \$
Computer Manager - Grade 1	
1st year	83,517
2nd year	86,027
3rd year	88,962
4th year	91,460
5th year	94,789
6th year	97,302
Computer Manager - Grade 2	
1st year	94,789
2nd year	97,302
3rd year	102,350
4th year	107,371
Analyst	
1st year	68,416
2nd year	70,555
3rd year	73,404
4th year	75,530
5th year	78,130
6th year and Thereafter	80,244
Senior Analyst	
1st year	83,517
2nd year	86,027
3rd year	88,962
4th year	91,460

5th year	94,789
6th year and Thereafter	97,302
Programming Supervisor	
1st year	78,130
2nd year	80,244
3rd year	83,517
Thereafter	86,027
Programmer	
1st year	55,009
2nd year	58,230
3rd year	61,870
4th year	68,416
5th year	73,404
Thereafter	75,530
Computer Operator - Grade 1	
1st year	40,580
2nd year	42,172
3rd year	43,237
Thereafter	44,311
Computer Operator - Grade 2	
1st year	45,841
2nd year	47,448
Thereafter	49,094
Senior Computer Operator - Grade 1	
1st year	52,096
2nd year	53,381
3rd year	55,009
Thereafter	56,371
Senior Computer Operator - Grade 2	
1st year	58,230
2nd year	59,662
3rd year	61,870
Thereafter	63,584
Field Implementation Officer	
1st year	58,230
2nd year	59,662
3rd year	61,870
4th year	63,584
Trainee Programmers	
1st year	39,440
2nd year	40,580
3rd year	42,172
4th year	43,237
5th year	44,311
6th year	45,841
7th year	47,448
8th year	49,094
9th year	52,096

Network Analyst	
1st year (per week)	1,164
2nd year (per week)	1,200

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

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(722)

SERIAL C7668

HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1178 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B Monetary Rates, of the award published 27 March 2009 (367 I.G. 787) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Other Rates and Allowances

Item No.	Clause No.	Description	Rate From 1.7.2011 \$
1	5 (iii)	Climate and Isolation	4.30
2	5 (iii)	Climate and Isolation	8.60
3	7 (ii)(a)	Board & Lodging - Breakfast - Other Meals - Maximum one week	3.50 6.60 108.90
4	7 (ii)(b)	Board and Lodging - Separate Room - Shared Room	50.40 31.60
5	10 (iii)	On-Call Allowance (per 24 hrs)	21.20
6	10 (iv)	On-Call Allow-rostered days off (per 24hrs)	41.83
7	11 (v)	Broken Shift (per shift)	10.50
8	12 (ii)(a)	Post-mortem (each)	10.10
9	12 (ii)(b)	Post-mortem Assistants - Assist at each internal exam - Assist at each external exam	90.40 56.20
10	12 (ii)(c)	Excluding Post-mortem Assistants - Assist at each internal exam - Assist at each external exam	33.50 20.80
11	12 (ii)(d)	Post-mortem partly decomposed, vermin infested (each)	5.50
12	12 (iii)	Handling linen-nauseous nature (per shift)	3.90
13	12 (iv)	Sorting of incinerators, etc (per hour)	0.34
14	12 (v)(a)	Maintenance and Supervision (per week)	10.60
15	12 (v)(b)	Offensive Work (per week)	3.30
16	12 (v)(c)	Sewerage chokages, etc (per day)	see note **

17	12 (vi)	Wearing of lead apron (per hour)	1.75
18	12 (vii)	Handling of money (per week)	16.90
19	12 (viii)(a)	Cold Places (per hour)	see note **
20	12 (viii)(b)	Confined spaces (per hour)	see note **
21	12 (viii)(c)	Dirty Work (per hour)	see note **
22	12 (viii)(d)	Height money (per hour)	see note **
23	12 (viii)(e)	Hot Places 46 degrees - 54 degrees (p/hr)	see note **
		Over 54 degrees (per hour)	see note **
24	12 (viii)(f)(1)	Insulation Material (per hour)	see note **
24	12 (viii)(f)(1)	Insulation Material (per hour)	see note **
25	12 (viii)(f)(2)	Asbestos (per hour)	see note **
26	12 (viii)(g)	Smoke Boxes (per hour)	see note **
		Oil Fired Smoke Boxes (per hour)	see note **
27	12 (viii)(h)	Wet Places - other than rain (per hour)	see note **
	(1) & (2)	Rain (per hour)	see note **
28	12 (viii)(l)	Mud Allowance (per day)	see note **
29	12 (viii)(j)	Acid Furnaces, etc (per hour)	see note **
30	12 (viii)(k)	Depth money (per hour)	see note **
31	12 (viii)(l)	Bosun's Chair or swinging scaffold - first four hours - thereafter	see note ** see note **
32	12 (viii)(m)	Spray application (per hour)	see note **
33	12 (viii)(n)	Roof Work - (per hour) - minimum per day	see note ** see note **
34	12 (viii)(o)	Explosive-powered tools (per day)	see note **
35	12 (viii)(p)	Morgues-other than P.M. Assist (p/hour)	see note **
36	12(viii)(q)(I)	Toxic,Obnoxious Substances-Epoxy - epoxy materials (per hour)	see note ** see note **
37	12(viii)(q)(2)	Toxic,obnoxious substances-Air Conditioner. - not operating (per hour)	see note ** see note **
38	12(viii)(q)(4)	Close proximity to above (per hour)	see note **
39	12 (viii)(r)	Areas with Psychiatric patients (per Hour)	see note **
40	12 (viii)(s)	Geriatric Allowance - Allandale & Garrawarra (per /hour) - Lidcombe (per hour)	see note ** see note ** see note **
41	12 (viii)(t)	Mental Institutions Allowance (per hour)	see note **
42	12 (viii)(u)	Animal House (per hour)	see note **
43	12 (ix)	Tool Allowance (per week)	7.70
44	14 (iv)	Meals (each)	25.80
45	23 (i)(c)	Uniform (per week) Uniform-with cardigan & Shoes (addit.p/wk)	4.15 1.62
46	23 (i)(d)	Uniform-laundrying (per week)	4.75
47	32	Infectious cleaning (per shift)	4.91
48	12 (xii)	Sterilising Certificate (per week) (per day)	7.80 1..56

** Allowances payable are determined as per movements occurring from time to time within the Public Health Service Skilled Trades (State) Award.

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(381)

SERIAL C7667**HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1187 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B Monetary Rates of the award published 24 April 2009 (367 I.G. 1118) and insert in lieu thereof the following:

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

Classifications	Rate From 1.7.2011 2.5% \$
Engineer	
Grade 1	1,183.90
Grade 2	1,269.30
Grade 3	1,353.60
Grade 4	1,438.60
Grade 5	1,565.70
Grade 6	1,692.60
Grade 7	1,967.10
Assistant Engineer	
Grade 1	1,183.90
Grade 2	1,269.30
Grade 3	1,353.60
Grade 4	1,438.60
Grade 5	1,565.70
Grade 6	1,692.60
Maintenance Supervisor (Tradesman)	
Grade 2	1,142.10
Grade 1	1,060.60

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(051)

SERIAL C7655

HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1188 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Table 1 - Salaries of Part B, Monetary Rates of the Award published 24 April 2009 (367 I.G. 1123), and insert in lieu thereof the following:

Table 1 - Salaries

Grades	Rate From 1.7.2011 2.5% \$
GENERAL ADMINISTRATIVE STAFF	
Grade 1	880.90
Grade 2	916.50
Grade 3	948.60
Grade 4	980.90
Grade 5	997.70
Grade 6	1,030.00
Grade 7	1,065.30
Grade 8	1,126.30
Grade 9	1,228.60
Grade 10	1,267.80
Grade 11	1,331.30
Grade 12	1,424.60
Grade 13	1,527.30
Grade 14	1,624.50
Special Grade - R.P.A. - Services Manager	1,677.70
Special Grade - R.P.A. - Supply Manager	2,028.70

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(096)

SERIAL C7671**HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1181 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B Monetary Rates of the award published 24 April 2009 (367 I.G. 1126) and insert in lieu thereof the following:

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

Classification	Rate From 1.7.2011 2.5%
Interpreter - Grade 1	
1st year	39,842
2nd year	40,953
3rd year	42,621
4th year	43,725
Interpreter - Grade 2	
1st year	47,879
2nd year	49,325
3rd year	50,580
4th year	51,886
5th year	53,177
Interpreter - Grade 3	
1st year	55,549
2nd year	56,984
3rd year	58,830
4th year	60,324
Co-ordinator Interpreter Services	
1st year	66,046
2nd year	68,750
3rd year	71,158
4th year	74,610

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1186 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Table 1, Salaries and Allowances, from Part B Monetary Rates of the award published 24 April 2009 (367 I.G. 1130) and insert in lieu the following:

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

Classifications			Rate From 1.7.2011 2.5% \$
Radiographers	Nuclear Medicine	Radiation Therapists	
LEVEL 1			
Year 1	Year 1	Year 1	1,015.70
LEVEL 2			
Year 1	Year 1	Year 1	1,053.70
Year 2	Year 2	Year 2	1,195.20
Year 3	Year 3	Year 3	1,359.20
Year 4	Year 4	Year 4	1,425.20
Year 5	Year 5	Year 5	1,471.30
LEVEL 3			
Grade 1 - Year 1	Grade 1 - Year 1	Grade 1 - Year 1	1,582.50
Grade 1 - Year 2	Grade 1 - Year 2	Grade 1 - Year 2	1,635.40
Grade 2 - Year 1	Grade 2 - Year 1	Grade 2 - Year 1	1,681.00
Grade 2 - Year 2	Grade 2 - Year 2	Grade 2 - Year 2	1,865.20
Grade 3 - Year 1	Grade 3 - Year 1	-	1,917.00
LEVEL 4			
Grade 1 - Year 1	Grade 1 - Year 1	Grade 1 - Year 1	1,917.00
Grade 1 - Year 2	Grade 1 - Year 2	Grade 1 - Year 2	1,982.00
Grade 2 - Year 1	Grade 2 - Year 1	Grade 2 - Year 1	2,042.40
Grade 2 - Year 2	Grade 2 - Year 2	Grade 2 - Year 2	2,093.80

LEVEL 5			
Grade 1	Grade 1	Year 1	2,243.10
Grade 2	Grade 2	Year 2	2,299.10
Grade 3	Grade 3	Year 3	2,417.30
LEVEL 6			
Grade 1	Grade 1	Year 1	2,475.90
Grade 2	Grade 2	Year 2	2,533.80
Grade 3	Grade 3	Year 3	2,592.20
ALLOWANCE			
Where a Chief Radiographer provides a weekly service to another hospital or hospitals and is not entitled to an adjustment to a higher salary rate for this service, he/she shall be paid the following allowance:			
Chief Radiographer-Serving other hospitals			45.50

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARDINDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1182 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B Monetary Rates, of the award published 24 April 2009 (367 I.G. 1147) and insert in lieu thereof the following:

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

Classifications	Rate From 1.7.2011 2.5% \$
PHARMACISTS	
Grade 1-Unregistered	1,053.70
GRADE 1	
1st year	1,118.60
2nd year	1,195.20
3rd year	1,277.70
4th year	1,425.20
5th year	1,471.30
GRADE 2	
1st year	1,582.50
2nd year	1,635.40
3rd year	1,681.00
GRADE 3	
Senior Pharmacist	
Director of Pharmacy-Group 5 Hospital	
Deputy Director of Pharmacy-Group 3 Hospital	
1st year	1,865.20
2nd year	1,917.00
GRADE 4	
Director of Pharmacy - Group 4 Hospital	
Deputy Director of Pharmacy-Group 2 Hospital	
1st year	1,917.00
2nd year	1,982.00

GRADE 5	
Director of Pharmacy - Group 3 Hospital	
Deputy Director of Pharmacy-Group 1 Hospital	
1st year	2,042.40
2nd year	2,093.80
GRADE 6	
Director of Pharmacy - Group 2 Hospital	
1st year	2,243.10
2nd year	2,299.10
GRADE 7	
Director of Pharmacy- Group 1 Hospital	
Group A - 1st year	2,417.30
Group A - 2nd year	2,475.90
Group B - 1st year	2,533.80
Group B - 2nd year	2,592.20
Fellowship Allowance	35.90

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

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(379)

SERIAL C7674**HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1184 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B Monetary Rates of the award published 24 April 2009 (367 I.G. 1152), and insert in lieu thereof the following:

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

Classifications	Rate from 1.7.2011 2.5% \$
Electronics Technician	
1st year of service	1,169.20
2nd year of service	1,209.80
3rd year of service	1,250.50
4th year of service	1,329.50
Sole Electronics Technician	1,394.10
Senior Electronics Technician	
1st year of service	1,416.80
2nd year of service	1,439.30
Perfusionist - Grade 1	
1st year	1,425.20
2nd year	1,471.30
Perfusionist - Grade 2	
1st year	1,582.50
2nd year	1,635.40
3rd year	1,681.00
4th year	1,865.20
5th year	1,917.00
6th year	1,982.00
7th year	2,042.40
8th year	2,093.80

Perfusionist - Grade 3	
1st year	2,243.10
2nd year	2,299.10
Perfusionist - Grade 4	
1st year	2,361.00
2nd year	2,417.30
Trainee Visual Aids Officer	
1st year of training	516.60
2nd year of training	580.90
3rd year of training	635.00
4th year of training	696.00
5th year of training	765.30
Trainee Technical Officer	
1st year of training	513.40
2nd year of training	575.10
3rd year of training	650.50
4th year of training	716.30
Technical Officer - Grade 1	
1st year	906.80
2nd year	928.70
3rd year	949.60
4th year	972.30
5th year	993.40
6th year	1,031.00
7th year	1,064.40
8th year	1,093.90
Technical Officer - Grade 2	
1st year	1,169.20
2nd year	1,209.80
3rd year	1,250.50
4th year	1,329.50
Senior Technical Officer	
1st year	1,394.10
2nd year	1,416.80
3rd year and Thereafter	1,439.30
Dialysis Technician	
1st year	1,086.40
Thereafter	1,119.60
Senior Dialysis Technician	
Grade 1 (Sole Technician)	1,154.00
Grade 2	1,193.40
Visual Aids Officer - General Scale	
1st year	856.30
2nd year	901.00
3rd year	946.50
4th year	967.90
5th year	990.60

Visual Aids Officer - Grade 1	
Medical Artists, RPA,RNSH;(I/C Westmead)	
(2-I/C POW)	1,086.70
Visual Aids Officer - Grade 2	
Sole Medical Photographer (St.George & Gosford)	1,132.30
Visual Aids Officer - Grade 3	
Chief Medical Photographer - specific hospitals	1,263.30
Visual Aids Officer - Grade 4	
Co-ordinator - Audio Visual Services - RNSH	1,311.30
Director of Audio Visual Services	
Royal Prince Alfred and Westmead	1,526.10
Technical Assistant (Orthotic/Prosthetic)-Level 1	
1st year	831.00
2nd Year	847.60
3rd Year	866.90
Technical Assistant (Orthotic/Prosthetic)-Level 2	
1st Year	906.80
2nd Year	928.70
3rd Year	949.60

2. This variation shall take effect from the first full pay period to commence or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH MANAGERS (STATE) AWARDINDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUEast, Industrial Organisation of Employees.

(No. IRC 1183 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Table 1, Salaries, from Part B, Monetary Rates of the award published 24 April 2009 (367 I.G. 1158) and insert in lieu thereof the following:

Table 1 - Salaries

Classification		Rate from 1.7.2011 2.5%
		\$
Level 1	From	61,343
	To	82,517
Level 2	From	80,640
	To	95,646
Level 3	From	93,769
	To	106,897
Level 4	From	105,020
	To	125,651
Level 5	From	123,776
	To	138,780
Level 6	From	135,840
	To	148,617

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

(770)

SERIAL C7665

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1198 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Part B, Monetary Rates, of the award published 24 April 2009 (367 I.G. 1169), and insert in lieu thereof the following:

PART B

MONETARY RATES

Classification	Rate From 1.7.2011 2.5%
ABORIGINAL HEALTH CO-ORDINATOR	
1st year	91,039
2nd year	93,599
3rd year	97,421
4th year	100,323
ABORIGINAL HEALTH EDUCATION OFFICERS	
Non-Graduate	
1st year	856.70
2nd year	907.30
3rd year	957.00
4th year	1,008.00
5th year	1,055.90
6th year	1,106.10
7th year	1,155.60
8th year	1,211.40
9th year	1,261.80
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER	
Non-Graduate	
1st year	1,311.40
2nd year	1,362.20
REGIONAL ABORIGINAL HEALTH EDUCATION OFFICER	
Grade 1	1,428.90
Grade 2	1,473.10
Grade 3	1,517.50

ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE	
1st year	986.70
2nd year	1,034.60
3rd year	1,099.00
4th year	1,160.60
5th year	1,229.00
6th year	1,292.50
7th year	1,347.10
8th year	1,400.70
9th year	1,461.10

An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the Department by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:

10th year	1,534.70
11th year	1,608.50

SENIOR ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE

1st year	1,608.00
2nd year	1,674.60
3rd year	1,741.70
ANALYST, CHEMIST, MICROBIOLOGIST, & SCIENTIFIC OFFICER (Transferred Staff of Division of Analytical Laboratories)	
Grade 1	
1st year	53,252.00
2nd year	55,349.00
3rd year	58,436.00
4th year	62,635.00
5th year	67,072.00
6th year	71,050.00
Grade 2	
1st year	74,529.00
2nd year	76,739.00
3rd year	79,079.00
4th year	82,253.00
Grade 3	
1st year	85,682.00
2nd year	88,404.00
3rd year	90,165.00
Grade 4	
1st year	94,554.00
2nd year	97,421.00
3rd year	99,352.00
Grade 5	
1st year	103,251.00
2nd year	106,344.00

PART-TIME GRADUATE ANALYST (P/hour)	35.16
BIOMEDICAL ENGINEERS	
Grade 1	
1st year of service	54,949.00
2nd year of service	58,296.00
3rd year of service	62,312.00
4th year of service	66,591.00
5th year of service and thereafter	70,897.00
Grade 2	
1st year of service	75,294.00
2nd year of service	77,723.00
3rd year of service	80,158.00
4th year of service and thereafter	82,579.00
Grade 3	
1st year of service	87,182.00
2nd year of service	90,040.00
3rd year of service	92,914.00
4th year of service and thereafter	96,173.00
Grade 4	
1st year of service	100,456.00
2nd year of service	103,386.00
3rd year of service and thereafter	106,294.00
Grade 5	
1st year of service	110,701.00
2nd year of service and thereafter	112,781.00
Grade 6	
1st year of service	114,883.00
2nd year of service and thereafter	117,008.00
CAREER MEDICAL OFFICERS	
Grade 1	
Year 1	105,147.00
Year 2	113,264.00
Year 3	118,222.00
Year 4	122,215.00
Year 5	127,041.00
Grade 2	
Year 1	131,927.00
Year 2	136,027.00
Year 3	144,001.00
Year 4	156,671.00
Senior	
Year 1	168,697.00
Thereafter	181,050.00

Transitional Grades-only applicable to eligible to employees employed on 20.4.2005	
Grade 1	144,001.00
Grade 2	156,671.00
Grade 3	168,697.00
CLERK OF WORKS	71,153.00
CO-ORDINATORS	
Group 1 - Cooma, Young, Ballina, Byron, Brunswick,Casino. Kyogle	69,934.00
Group 3 - Moree, Tweed Heads, SW Zone 1,2,&5; Grafton, Armidale, Port Macquarie	75,039.00
Group 5 - Tamworth	82,027.00
Group 6 - Dubbo	85,372.00
ALLOWANCES - CO-ORDINATORS	
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87	
Future occupants, other than those in AHS, receive the salary for the positions listed above	
Team Leaders Allowance	
In-charge 5 - 10 staff (p/week)	36.50
In-charge 11 - 25 staff (p/week)	60.90
In-charge 26 - 40 staff (p/week)	85.40
In-charge of more than 40 staff (p/week)	97.60
Area Co-ordinator's Allowance (p/week)	134.20
DRUG AND ALCOHOL COUNSELLORS-NON-GRADUATES	
Grade 1	
1st year	44,681.00
2nd year	47,336.00
3rd year	49,933.00
4th year	52,569.00
5th year	55,072.00
Grade 2	
1st year	57,702.00
2nd year	60,274.00
ALLOWANCE-DRUG AND ALCOHOL COUNSELLORS-NON-GRADUATE	
Alcoholism Counsellor-2 years on maximum (per week)	52.80
DENTAL ASSISTANTS	
Grade 1	
1st year	47,313.00
2nd year	48,459.00
3rd year	49,543.00
4th year	50,731.00

Grade 2	
1st year	51,835.00
2nd year	53,797.00
3rd year	55,537.00
4th year	57,073.00
Grade 3	
1st year	62,672.00
2nd year	64,971.00
Supervision Allowance	
2-5 staff (per week)	28.60
6-10 staff (per week)	40.60
11.-15 staff (per week)	51.70
16-19 staff (per week)	63.10
DENTAL OFFICERS	
Level 1	
1st year	75,474.00
2nd year	86,960.00
3rd year	92,700.00
4th year	98,442.00
Level 2	
1st year	104,184.00
2nd year	109,926.00
Level 3	
1st year	116,185.00
2nd year	119,680.00
3rd year	121,933.00
Level 4	
1st year	139,210.00
2nd year	143,219.00
Dental Officer Management Allowance	
Level 1 (per annum)	5,749.00
Level 2 (per annum)	11,611.00
Area Director Oral Health Clinical Services	
Level 1 (per annum)	152,984.00
Level 2 (per annum)	168,283.00
Level 3 (per annum)	193,855.00
DENTAL SPECIALISTS	
1st year of service	131,534.00
2nd year of service	136,617.00
3rd year of service	141,669.00
4th year of service	147,014.00
5th year of service	152,362.00

* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C

Senior Clinical Specialist	159,803.00
Dental Specialist Management Allowance (p/a)	8,623.00
DENTAL TECHNICIANS	
Trainee	
Stage 1 - (first 6 months)	33,504.00
Stage 2 - (6 months to 1 year)	34,643.00
Stage 3 - (1 year to 18 months)	38,284.00
Stage 4 - (18 months to 2 years)	39,700.00
Level 1	
1st year	51,835.00
2nd year	53,797.00
3rd year	55,537.00
4th year	57,073.00
5th year	61,008.00
Level 2	
1st year	61,008.00
2nd year	63,132.00
Level 3	
1st year	65,248.00
2nd year	69,369.00
Level 4	
1st year	72,742.00
2nd year	73,924.00
Level 5	
1st year	81,281.00
2nd year	85,076.00
Deputy Chief Dental Technician (Sydney Dental Hospital-2008 current occupant only)	
1st year	79,412.00
2nd year	82,260.00
ORAL HEALTH THERAPISTS	
Level 1	
1st year	52,986.00
2nd year	54,982.00
3rd year	58,370.00
4th year	62,380.00
Level 2	
1st year	66,684.00
2nd year	70,915.00
3rd year	74,366.00
4th year	76,767.00
Level 3	
1st year	82,569.00
2nd year	85,333.00

Level 4	
1st year	89,598.00
2nd year	91,838.00
Sole Practitioners Allowance	5,802.00
DENTAL PROTHETISTS	
Level 1	
1st year	65,248.00
2nd year	69,369.00
Level 2	
1st year	72,742.00
2nd year	73,924.00
Level 3	
1st year	81,281.00
2nd year	85,076.00
Director of Animal Care - Westmead	1,959.70
ENVIRONMENTAL HEALTH OFFICERS	
1st year	51,500.00
2nd year	53,974.00
3rd year	57,323.00
4th year	60,549.00
5th year	64,120.00
6th year	67,441.00
7th year	70,261.00
8th year	73,071.00
9th year	76,245.00
10th year - Performance Barrier	80,083.00
11th year - Performance Barrier	83,916.00

In order to progress to Year 10 of the scale, an Environmental Health Officer must have:

- (i) completed 12 months service at the salary prescribed on the maximum of the scale; and
- (ii) have demonstrated to the satisfaction of the Corporation by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.

After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.

SENIOR ENVIRONMENTAL HEALTH OFFICERS	
1st year	87,378.00
2nd year	90,872.00
TRAINEE ENVIRONMENTAL HEALTH OFFICER	
1st year	42,145.00
2nd year	43,699.00
3rd year	45,263.00
4th year	46,819.00

TRANSFERRED ENVIRONMENTAL HEALTH OFFICERS

Environmental Health Officer - 35 hrs p/wk - 11th year - Performance Barrier	83,916.00
Senior Environmental Health Officer-35 hrs p/week 1st year	87,378.00
2nd year	90,872.00

HEALTH EDUCATION OFFICERS

HEALTH EDUCATION OFFICER - NON-GRADUATE

1st year of service	44,681.00
2nd year of service	47,333.00
3rd year of service	49,932.00
4th year of service	52,569.00
5th year of service	55,071.00
6th year of service	57,697.00
7th year of service	60,272.00
8th year of service	63,205.00
9th year of service & thereafter	65,839.00

HEALTH EDUCATION OFFICER - GRADUATE

1st year of service	51,500.00
2nd year of service	53,974.00
3rd year of service	57,323.00
4th year of service	60,549.00
5th year of service	64,120.00
6th year of service	67,441.00
7th year of service	70,261.00
8th year of service	73,071.00
9th year of service & thereafter	76,245.00

A Graduate Health Education Officer who:

- (i) has completed 12 months service at the salary prescribed on the maximum of the scale;
- (ii) has demonstrated to the satisfaction of the Corporation (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate

On Maximum for 12 months	80,083.00
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and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.

On Maximum for further 12 months	83,929.00
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PART-TIME HEALTH EDUCATION OFFICER	
Graduate (p/hour)	38.53
Non-Graduate (p/hour)	33.21

SENIOR HEALTH EDUCATION OFFICER-NON-GRADUATE	
1st year of service	68,433.00
2nd year of service	71,120.00
SENIOR HEALTH EDUCATION OFFICER - GRADUATE	
1st year of service	83,916.00
2nd year of service	87,378.00
3rd year of service	90,872.00

The ONLY position approved by the Department as Senior Health Education Officer is at Royal Prince Alfred Hospital

Part-time Ethnic Health Worker (p/hour)	33.21
Part-time Ethnic Day Care Co-ordinator (p/hour)	33.57
TRANSFERRED HEALTH EDUCATION OFFICERS AS AT 1/10/86	
Health Education Officer - Non-Graduate	
1st year of service	44,681.00
2nd year of service	47,333.00
3rd year of service	49,932.00
4th year of service	52,569.00
5th year of service	55,071.00
6th year of service	57,697.00
7th year of service	60,272.00
8th year of service	63,205.00
9th year of service & thereafter	65,839.00
Health Education Officer - Graduate	
9th year of service	76,245.00
On Maximum 12 months	80,083.00
On maximum further 12 months	83,929.00
Senior Health Education Officer-Non-Graduate	
2nd year	71,120.00
Senior Health Education Officer-Graduate	
3rd year	90,872.00

HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS

CHIEF HOSPITAL SCIENTIST

If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:

Less than 200 A.D.A.	
1st year	1,865.20
2nd year	1,917.00
3rd year and thereafter	1,982.00

If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:

Over 200 A.D.A.	
1st year	1,982.00
2nd year	2,042.40
3rd year and thereafter	2,093.80

ALLOWANCE

Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:

Fellowship of A.I.M.T. (p/week)	50.90
SENIOR HOSPITAL SCIENTIST (senior medical technologist in-charge of section)	
1st year	1,582.50
2nd year	1,635.40
3rd year and thereafter	1,681.00
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST)	
1st year	1,015.70
2nd year	1,053.70
3rd year	1,118.60
4th year	1,195.20
5th year	1,277.70
6th year	1,359.20
7th year	1,425.20
8th year	1,471.30
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST) - UNITED DENTAL HOSPITAL	
1st year	1,015.70
2nd year	1,053.70
3rd year	1,118.60
4th year	1,195.20
5th year	1,277.70
6th year	1,359.20
7th year	1,425.20
8th year	1,471.30
HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)	
1st year	1,015.70
2nd year	1,053.70
3rd year	1,118.60
4th year	1,195.20
5th year	1,277.70
6th year	1,359.20
7th year	1,425.20
8th year & thereafter	1,471.30
SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)	
1st year	1,582.50
2nd year	1,635.40

3rd year	1,681.00
4th year	1,865.20
5th year	1,917.00
6th year	1,982.00
7th year	2,042.40
8th year & thereafter	2,093.80

ALLOWANCES

Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.

Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:

Senior/Principal H.S. Master of Science (p/week)	54.10
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)	
1st year	2,243.10
2nd year	2,299.10
3rd year	2,361.00
4th year	2,417.30
5th year	2,475.90
6th year	2,533.80
7th year	2,592.20
8th year	2,651.50
9th year	2,709.10
10th year & thereafter	2,768.90

Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.

TRAINEE HOSPITAL SCIENTIST	
1st year	549.40
2nd year	594.50
3rd year	683.70
4th year	783.70
5th year	881.70
6th year	971.00

The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.

Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.

HOSPITAL SCIENTIST IN-CHARGE OF SECTION	
1st year	1,582.50
2nd year	1,635.40

3rd year	1,681.00
SENIOR OR CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB	
Less than 200 A.D.A	
1st year	1,865.20
2nd year	1,917.00
3rd year	1,982.00
More than 200 A.D.A.	
1st year	1,982.00
2nd year	2,042.40
3rd year	2,093.80
TRANSFERRED HOSPITAL SCIENTISTS (Scientific Officers)	
HOSPITAL SCIENTIST (Scientific Officer) - Oliver Latham Laboratory	
5th year	1,277.70
6th year	1,359.20
7th year	1,425.20
8th year & thereafter	1,471.30
SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer) - Oliver Latham Laboratory	
1st year	82,572.00
2nd year	85,334.00
3rd year	87,725.00
4th year	97,327.00
5th year	100,029.00
6th year	103,404.00
7th year	106,558.00
8th year & thereafter	109,252.00
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer) - Oliver Latham Laboratory	
3rd year	2,361.00
4th year	2,417.30
5th year	2,475.90
6th year	2,533.80
7th year	2,592.20
8th year	2,651.50
9th year	2,709.10
10th year & thereafter	2,768.90
HOSPITAL SCIENTIST (Scientific Officer) - I.C.P.M.R.	
8th year	1,471.30
SENIOR HOSPITAL SCIENTIST (Senior Scientific Officer) - I.C.P.M.R.	
1st year	1,582.50
2nd year	1,635.40
3rd year	1,681.00
4th year	1,865.20
5th year	1,917.00

6th year	1,982.00
7th year	2,042.40
8th year & thereafter	2,093.80
LIBRARY STAFF	
Librarian-Grade 1	
Year 1	53,252.00
Year 2	56,346.00
Year 3	59,534.00
Year 4	63,243.00
Year 5	66,418.00
Year 6	69,575.00
Librarian-Grade 2	
Year 1	72,493.00
Year 2	75,334.00
Year 3	79,079.00
Year 4	82,253.00
Librarian-Grade 3	
Year 1	86,580.00
Year 2	89,254.00
Year 3	92,758.00
Year 4	96,464.00
Librarian-Grade 4	
Year 1	99,352.00
Year 2	102,277.00
Year 3	105,296.00
Year 4	108,577.00
Library Assistant	
Year 1	41,651.00
Year 2	44,202.00
Year 3	46,972.00
Year 4	50,473.00
Year 5	52,338.00
Library Technician - Grade 1	
Year 1	53,252.00
Year 2	56,346.00
Year 3	59,534.00
Year 4	63,243.00
MEDICAL OFFICERS	
INTERN	
	57,422.00
RESIDENT	
1st year	67,306.00
2nd year	74,028.00
3rd year	83,845.00
4th year	91,022.00

REGISTRAR	
1st year	83,845.00
2nd year	91,022.00
3rd year	98,228.00
4th year	105,147.00
SENIOR REGISTRAR	118,222.00

For the purposes of calculation of payments to officers pursuant to the provisions of this award, one hour's pay shall be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{52.17857} \times \frac{1}{38}$$

and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6

ALLOWANCES

Higher Medical Qualification Allowance (p/week)	49.62
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The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.

The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.

Higher medical Qualification after 5 years (p/week)	24.81
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The qualification allowance is paid when an Officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.

PART-TIME MEDICAL OFFICERS

(These rates are from Agreement No. 1 of 1975 and are applicable to part-time medical officers employed as at 1 June 1993 who did not elect to convert to permanent part-time employment)

Less than 3 yrs post-graduate experience (p/hour)	48.60
More than 3 yrs post-graduate experience (p/hour)	56.70
More than 6 yrs post-graduate experience (p/hour)	68.60

Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.

Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%.

Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.

Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%

TRANSFERRED MEDICAL OFFICERS	
Less than 6 yrs post-graduate experience (p/hour)	55.10
6 to less than 10 yrs post graduate exper. (p/hour)	79.50
10 yrs or more post-graduate experience (p/hour)	86.90
Possess Dip. of Psychological Medical (p/hour)	81.70

Dip.of Psychological Medical more than 2 yrs (p/hr)	86.90
Medical Officer-5 th Schedule - 10 th year	124,352
Community Physician	156,252
MEDICAL RECORDS ADMINISTRATOR	
1 st year	50,906
2 nd year	52,972
3 rd year	55,764
4 th year	58,331
5 th year	60,973
6 th year	63,947
7 th year & thereafter	66,649
RESEARCH/ANALYST/SPECIALIST DEPT. OR SECTION	
	71,050
MEDICAL RECORDS MANAGER	
Grade 1	73,229
Grade 2	75,785
Grade 3	78,733
Grade 4	84,983
Grade 5	87,948
Grade 6	91,093
Grade 7	94,461
Grade 8	101,707
COUNTRY REGIONS	
	87,948
MEDICAL SUPERINTENDENTS	
MEDICAL SUPERINTENDENT / CHIEF EXECUTIVE OFFICER	
Level 1	196,837
- 16% Clinical Loading	31,494
Level 2	187,573
- 16% Clinical Loading	30,012
Level 3	178,306
- 16% Clinical Loading	28,529
Level 4	144,375
- 16% Clinical Loading	23,100
Level 5	132,025
- 16% Clinical Loading	21,124
MEDICAL SUPERINTENDENT / DEPUTY CHIEF EXECUTIVE OFFICER	
Level 1	187,573
- 16% Clinical Loading	30,012
Level 2	178,306
- 16% Clinical Loading	28,529
Level 3	165,967
- 16% Clinical Loading	26,555
Level 4	132,025
- 16% Clinical Loading	21,124
Level 5	125,852
- 16% Clinical Loading	20,136

DEPUTY MEDICAL SUPERINTENDENT	
Level 1	165,967
- 16% Clinical Loading	26,555
Level 2	144,375
- 16% Clinical Loading	23,100
Level 3	132,025
- 16% Clinical Loading	21,124

ASSISTANT MEDICAL SUPERINTENDENT	
Level 1	
- 1st year	138,206
- 16% Clinical Loading	22,113
- 2nd year	144,375
- 16% Clinical Loading	23,100
Level 2	
- 1st year	125,852
- 16% Clinical Loading	20,136
- 2nd year	132,025
- 16% Clinical Loading	21,124
Level 3	
- 1st year	119,696
- 16% Clinical Loading	19,151
- 2nd year	125,852
- 16% Clinical Loading	20,136
Level 4	
- 1st year	107,343
- 16% Clinical Loading	17,175
- 2nd year	113,520
- 16% Clinical Loading	18,163

CLINICAL SUPERINTENDENT	
Level 1	
- 1st year	125,852
- 16% Clinical Loading	20,136
- 2nd year	132,025
- 16% Clinical Loading	21,124
Level 2	
- 1st year	119,696
- 16% Clinical Loading	19,151
- 2nd year	125,852
- 16% Clinical Loading	20,136

ALLOWANCES

16% Clinical Loading - Medical Superintendents are paid a salary supplement of 16% of the appropriate base award salary as varied from time to time with respect to their clinical work performed as part of their function.

The qualification allowance shall only apply to those officers who were receiving this allowance as of April, 1986 and have continued to remain in the position held by them as of that date.

Higher Medical Qualification Allowance - where an officer holds a higher medical qualification relevant to his/her hospital work

(p/week)	44.45
Diploma Hospital Admin. issued AIHA (p/week)	26.18

Diploma or Degree Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration.

(p/week)	26.18
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Hospitals are graded at level indicated below:

Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital

Level 2 - St.Vincent's Hospital, Darlinghurst, St.George Hospital, Royal Alexandra Hospital for Children.

Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital-Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.

Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital-North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital Port Kembla District Hospital, Manly District Hospital, St.Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.

Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St. Joseph's Hospital -Auburn, St.Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.

Medical Superintendent-Personal-Dr. Hensen	191,725
MEDICAL ADMINISTRATION TRAINING SCHEME	
1st year	101,969
2nd year	107,343
3rd year	119,696
4th year	125,852
5th year	132,025
6th year	138,206
7th year	144,375
Exception of Annual Leave & Clinical Loading	
Annual Leave entitlement is 4 weeks	
No Clinical Loading is payable.	
MUSIC THERAPIST - UNQUALIFIED	
1st year - (p/hour)	24.65
2nd year - (p/hour)	25.19
3rd year & thereafter - (p/hour)	25.70
NURSE COUNSELLORS	
Non-Graduate	
1st year of service	46,631
2nd year of service	48,832

3rd year of service	51,638
4th year of service	54,232
5th year of service	57,012
Graduate	
1st year of service	51,980
2nd year of service	54,475
3rd year of service	57,890
4th year of service	60,970
5th year of service	64,599
6th year of service	67,514
7th year of service	70,277
8th year of service	72,738
9th year of service	76,264
PROJECT MANAGER	
Grade 1	
1st year	79,865
2nd year	82,028
Grade 2	
1st year	85,373
2nd year	87,946
Grade 3	
1st year	90,937
2nd year	93,489
Grade 4	
1st year	96,889
2nd year	99,469
REMEDIAL GYMNAST (QUALIFIED)	
1st year	864.90
2nd year	891.20
3rd year	944.10
4th year	993.40
5th year	1,044.20
6th year & thereafter	1,094.60
SESSIONAL RATES	
Music Therapist (per session *)	189.70
Occupational Therapist (per session *)	189.70
Orthoptist (per session *)	189.70
Physiotherapist (per session *)	189.70
Podiatrist (per session *)	189.70
Speech Pathologist (per session *)	189.70
* session = 3½ hours	
SEXUAL ASSAULT WORKERS - NON-GRADUATE	
Grade 1	
1st year	44,677
2nd year	47,336
3rd year	49,932

4th year	52,568
5th year	55,069
Grade 2	
1st year	57,697
2nd year	60,268
SOCIAL EDUCATORS	
1st year	53,974
2nd year	57,323
3rd year	60,549
4th year	64,119
5th year	67,441
6th year	70,261
7th year	73,073
8th year & thereafter	76,245
PROGRAM DIRECTOR	
1st year	97,102
2nd year	99,352
WELFARE OFFICERS - NON-GRADUATE	
Adult - Grade 1	
1st year	44,677
2nd year	47,336
3rd year	49,932
4th year	52,568
5th year	55,069
Adult - Grade 2	
1st year	57,697
2nd year & thereafter	60,268

ALLOWANCE

Welfare Officer -Non-Graduate	
2 years on Maximum (per week)	56.30

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

HOSPITAL SCIENTISTS (STATE) AWARDINDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1193 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Part B, of the award published 24 April 2009 (367 IG 1191), and insert in lieu thereof the following:

PART B**Table 1 - Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2011 \$
1	7	On call - per 24 hours or any part thereof	10.30
2	10	Meal Allowance for overtime	
		(a) Breakfast at or before 6.00 a.m.	23.60
		(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m.	23.60
		(c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	23.60
3	20(iii)(iv)	Uniform and Laundry Allowance	
		- Uniform	2.30
		- Laundry	2.40
4	21(i)(ii)	Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc (see clause 21(i))	3.40 p/wk
		Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc. (see clause 21(ii))	6.80 p/wk

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

(308)

SERIAL C7680**LOCAL GOVERNMENT (STATE) AWARD 2010**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1150 of 2011)

Before Commissioner Bishop

16 August 2011

VARIATION

1. Insert after clause (xii) of clause 41, Area, Incidence and Duration of the award published 31 December 2010 (370 I.G. 648) the following new subclauses:
 - (xiii) The increase to Clause 14(xiii) Meal Allowance shall take effect from the first full pay period commencing on or after 16 August 2011.
 - (xiv) The increases to Clause 26E(xvi) Government Funded Traineeships shall take effect from the first full pay period commencing on or after 16 August 2011.
2. Delete in Table 2 - Allowances of Part B - Monetary Rates, Clause 14 (xiii) and insert in lieu thereof the following:

	First Pay Period 01/11/10	First Pay Period 01/07/11	First Pay Period 01/07/12	First Pay Period 01/11/13
Clause 14(xiii) Meal Allowance	12.90	13.27	13.27	13.27

3. Delete in Part B Monetary Rates clause 26E (xvi), and insert in lieu thereof the following:

CLAUSE 26E (XVI)

Traineeship Wage Rates

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	264.70	291.60	347.40
Plus 1 year out of school	291.60	347.40	404.30
Plus 2 years out of school	347.40	404.30	470.50
Plus 3 years out of school	404.30	470.50	538.70
Plus 4 years out of school	470.50	538.70	
Plus 5 or more years out of school	538.70		

4. The variation shall take effect from the first full pay period to commence on or after 16 August 2011.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(1884)

SERIAL C7664

NSW HEALTH SERVICE HEALTH PROFESSIONALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1197 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Part B Monetary Rates of the award published 24 April 2009 (367 I.G. 1277) and insert in lieu thereof the following:

PART B MONETARY RATES

Table 1 - Salaries

Classification	Rate at 1.7.2011 2.5% \$
Level 1	
Year 1	52,986
Year 2	54,982
Year 3	58,370
Year 4	62,380
Level 2	
Year 1	66,684
Year 2	70,915
Year 3	74,366
Year 4	76,767
Level 3	
Year 1	82,569
Year 2	85,333
Level 4	
Year 1	89,598
Year 2	91,838
Level 5	
Year 1	96,430
Year 2	98,842
Level 6	
Year 1	103,741
Year 2	106,379

Level 7	
Grade 1	111,696
Grade 2	117,282
Grade 3	123,145
Level 8	
Grade 1	117,282
Grade 2	123,145
Grade 3	129,302
Grade 4	135,767

Table 2 - Sole Practitioner Allowance

Allowance	Rate from 1.7.2011 \$
Sole Practitioners Allowance per annum	5,802

2. This variation shall take effect from the first fill pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(018)

SERIAL C7651

**NURSES' (DEPARTMENT OF FAMILY AND COMMUNITY
SERVICES - AGEING, DISABILITY AND HOME CARE) (STATE)
AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ageing, Disability and Home Care.

(No. IRC 1526 of 2011)

Before The Honourable Justice Boland, President

22 September 2011

AWARD

Arrangement

PART A

Clause No.	Subject Matter
20.	Anti Discrimination
22.	Area, Incidence and Duration
7.	Classification of Positions
2.	Definitions
18.	Disputes
3.	General Conditions of Employment
19.	Grading Committee
4.	Hours of Work and Free Time of Employees
1.	No Extra Claims
12.	Overtime
13.	Payment and Particulars of Salaries
10.	Penalty Rates for Shift Work and Weekend Work
15.	Permanent part-time and Casual Employees
5A	Pilot Roster Projects
6.	Reasonable Workloads
16.	Recreation Leave
14.	Registration or Enrolment Pending
5.	Rosters
8.	Salaries
21	Salary Sacrifice to Superannuation
17.	Senior Nurse Management Structure
9.	Special Allowances
9A.	Higher Grade Duty
11.	Uniforms

Schedule 1 - Nurse Manager and Administrative Support Positions, Large Residential Centre

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

PART A

1. No Extra Claims

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

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

2. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

"AHPRA" means Australian Health Practitioner Regulation Agency.

"Association" means the New South Wales Nurses' Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Community Residential Centre" (CRC) means any location where a direct service is provided to disability clients of the Department in a community residential environment which includes group homes, hostels, respite care centres.

"Community Support Services (CSS)" means any non residential direct care service to clients including community based activity training centres, community support teams and specialist outreach services.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6a.m. and before 10a.m., otherwise than as part of the shift system.

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.

"Employee" means, for the purposes of this award, a person who is appointed to a position in a classification listed in Clause 7, Classification of Positions, and who is employed with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, including an "officer" as defined in the *Public Sector Employment and Management Act 2002*.

"Experience", in relation to a trainee enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this award, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, a residential care assistant or a residential support worker, includes experience as such student nurse, residential care assistant or residential support worker.

"Large Residence" means any large residential campus providing a range of services which may include accommodation, respite care, day activity services and some medical and paramedical services to clients. These include:

Metro Residences incorporating the Westmead, Rydalmere and Norton Road Residences;

Hunter Residences incorporating the Stockton, Casuarina Grove, Kanangra and Tomaree Residences;

Riverside Residence; and

Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

"Nurse" means an employee engaged in the industry of nursing in a classification covered by this Award.

"Resident Clients" means the annual average number of clients in permanent accommodation and clients occupying respite accommodation for the year ending 30 June each year.

"Service" for the purpose of clause 8, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse or as a residential care worker prior to 19 April 1999.

"Shift Worker" means a worker who is not a day worker as defined.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

3. General Conditions of Employment

Except as otherwise provided in this award employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, that is the conditions of employment covering officers employed in organisations listed in Column 1 of Schedule 1 to the *Public Sector Employment and Management Act 2002* and the Public Sector Employment and Management Regulation 2009 and as contained from time to time in the Public Service Personnel Handbook and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:

- (a) Unpaid parental leave in accordance with Clause 12(iv)(d);
- (b) Personal Carers' entitlement in accordance with Clause 12(v); and
- (c) Bereavement entitlement in accordance with Clause 12(vi).

This entitlement is also set out at Clause 15 Part II of this Award.

4. Hours of Work and Free Time of Employees

- (i) The ordinary hours of work for day workers, exclusive of unpaid meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 AM and before 10.00 AM.
- (ii) The ordinary hours of work for shift workers, exclusive of unpaid meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that; employees who work eight hour shifts are entitled to 12 additional days off duty per annum, employees working ten hour shifts are entitled to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum and will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work, shifts of less than eight hours each over 20 days in each cycle of 28 days.
- (iv) Each shift shall consist of no more than a total span of 12 hours with not less than eight hours break between each shift. Provided that an employee shall not work more than seven consecutive shifts unless

the employee so requests, and local nursing management agrees, but in no case shall an employee be permitted to work more than ten consecutive shifts. Provided also that in any such span of seven consecutive shifts an employee shall not be rostered for more than two quick shifts, i.e. an evening shift followed by a morning shift where the break between ordinary shifts is less than ten hours.

- (v) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the local management having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xii) of this clause.
- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii)
 - (a) Where an employee and her/his local management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of five. This limit on accumulation means that any employee who has already accumulated five ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
 - (b) Subject to service requirements management must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
 - (c) Any ADOs accumulated but not taken as at the date of termination of the employee, must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous, i.e. broken shifts shall not be worked.
- (ix) One 20 minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time.
- (x)
 - (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than eight consecutive weeks, unless the employee so agrees.
 - (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless the employee requests to be employed on night duty and the local management consents.
 - (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end of semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
 - (d) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than ten weeks in any one year of training.
- (xi) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.

- (xii)
- (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive, unless an employee requests otherwise.
 - (b) Where days off are preceded by a night shift an employee may be rostered to return on a morning shift by agreement between the employee and the employer.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday, with the exception of subparagraph (b).
- (xiii) All rostered time off duty occupied by a trainee enrolled nurse or assistant in nursing in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

5. Rosters

- (i) The ordinary hours of work for each employee, other than the Principal and Nurse Manager Accommodation and Nursing Services, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency, provided that, where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 5, Hours of Work and Free Time of Employees, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

5A. Pilot Roster Projects

- (i) Notwithstanding any other provision of this Award, pilot Roster Projects for the purposes of trialling flexible roster practices or 12 hour shifts may be implemented on the following basis:
 - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
 - (b) The terms shall include
 1. the duration of the project; and the conditions of the project; and
 2. the award provisions required to be overridden in order to implement the project; and
 3. review mechanisms to assess the effectiveness of the project.

- (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
 - (d) Any purported Roster Project Pilot which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.

6. Reasonable Workloads

(i) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment will take into account measured demand by way of clinical assessment, including dependency skill mix and geographical and other local requirements/resources;
- (b) the work performed by the nurse will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the nurse's classification description and at a professional standard so that the care provided or about to be provided to a client shall be adequate, appropriate and not adversely affect the rights, health or safety of the client or nurse;
- (d) the workload expected of an nurse will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
- (e) a nurse will not be allocated an unreasonable or excessive nursing workload or other responsibilities;
- (f) a nurse shall not be required to work an unreasonable amount of overtime; and
- (g) a nurse's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.

(ii) Skill Mix

- (a) The staffing mix at an individual unit level will be determined by an assessment of client's needs and the availability of support staff. This will involve a consolidated review of all existing client assessments and plans, including:
 - 1. the clients individual support plan;
 - 2. health assessments, health care plans or healthy lifestyle plans;
 - 3. nutrition and or swallowing assessments and any associated plans; and
 - 4. client risk behaviours, assessments and any associated management plans.

The above assessments may have been developed by a range of health and allied health professionals, in conjunction with registered nurses.

- (b) The review will identify the specific client needs on the unit that require the specialised input or supervision of a registered or enrolled nurse. It will also identify what client care and support tasks can be undertaken by an Assistant in Nursing. This will be the basis on which the staff mix for an individual unit will be determined and it will be translated into the unit roster.

- (c) The process will be documented by:
1. listing the client assessments and plans considered in developing the staffing profile for the unit;
 2. identifying in writing the specialist input or supervision requirements for clients in the unit;
 3. identifying in writing the client care and support tasks that will be undertaken by an Assistant in Nursing; and
 4. completing on a standard roster template the shifts to be filled by an Assistant in Nursing, Enrolled Nurse and Registered Nurse.
- (d) The recommendation on unit staffing will be forwarded to the facility Reasonable Workload Committee for endorsement.
- (iii) Role of reasonable workload committees
- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, skill mix, training, and planning for devolution to community based services as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses.
- (b) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.
- (iv) Structure of reasonable workload committees
- (a) Upon request by the Association, nurse(s) employed in a Large Residential Service or the employer, a reasonable workload committee shall be established for the relevant service. Such requests shall be made to the Chief Executive Officer of the facility or the Regional Manager Accommodation and Respite as appropriate.
- (b) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the facility. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
- (c) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
- (d) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
- (e) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time

shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

- (v) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 18 - Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
 - (b) A grievance in relation to such matter shall first be raised at the unit level with the Nursing Unit Manager responsible (or the appropriate manager).
 - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager or Principal Nurse Manager depending on the nursing executive structure of the facility in which the grievance has arisen.
 - (d) If the matter remains unresolved, it should be referred to the appropriate facility reasonable workload committee for consideration and recommendation to management.
 - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 18 - Disputes in this Award.

7. Classification of Positions

All employees to whom this award applies shall be appointed to a position which is classified in accordance with the following definitions:

"Assistant in Nursing" means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing duties, and includes for salary purposes a person currently undertaking an education program leading to registration by the Board.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Department and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which she/he is appointed, or such other qualifications or experience deemed appropriate by the Department.

"Clinical Nurse Educator" means a registered nurse who is required to implement and evaluate educational programs at the unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in a unit/units and/or in complex health care CRC's .

A nurse will achieve Clinical Nurse Educator status by being required by the Centre to provide the educational programs detailed above. A Clinical Nurse Educator will be required to possess, or obtain within a specified period, a Certificate IV Workplace Assessor qualification.

"Clinical Nurse Specialist" means a registered nurse with relevant post basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years post-basic registration experience, including three years experience in the relevant specialist field, and who satisfies the criteria determined by local management.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse - Medication Endorsed" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Nurse, Learning and Development Officer" means a registered nurse who has relevant experience and who is appointed to such a position who is responsible for the development, implementation and delivery of nursing and other Departmental education programs. Education programs shall mean courses conducted such as post-registration certificates, continuing nurse education, new graduate orientation, post-registration enrolled nurses' courses and, where applicable, general staff learning and development courses. A Nurse Learning and

Development Officer will be required to possess, or obtain within 12 months of appointment, a Certificate IV Workplace Assessor qualification.

A Learning and Development Officer who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole Learning and Development Officer in a facility shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse, Learning and Development Officer shall be on completion of 12 months satisfactory service. Progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full-time service.

"Nurse Manager" means an employee who is allocated to a nurse manager grade in accordance with Schedule 1 of this part.

"Nurse Manager Accommodation and Nursing Services" means a registered nurse who has responsibility for the provision of supported accommodation, respite and associated support services in a residential centre. The Nurse Manager Accommodation and Nursing Services is responsible for the delivery of efficient and effective nursing services to achieve the aims of the Centre.

"Nurse Manager Learning and Development Unit" means a registered nurse who has responsibility for the coordination of Learning and Development services to Residences and on a regional basis and in conjunction with the Central Learning and Development Branch.

"Nurse Manager Resource Support Unit" means an employee who is responsible for the efficient and effective allocation of nursing resources on a daily basis.

"Nurse Systems Support Co-ordinator" means a registered nurse who is responsible for the monitoring, quality assurance and measurement systems for a Centre's services. The Nurse Systems Support Co-ordinator supports the Nursing Manager Accommodation and Nursing Services in designing, planning and reviewing the quality, efficiency and sufficiency of service systems in a Centre.

"Nurse Systems Support Officer" means a nurse who supports the Nurse Systems Support Co-ordinator by monitoring, analysing and reporting on service systems in a Centre.

"Principal Nurse Manager Accommodation and Nursing Services" means a registered nurse who is responsible for overseeing and coordinating the provision of supported accommodation, respite and associated support services at the Stockton Residences and Westmead/Rydalmere Residences.

"Residential Unit Nurse Manager" means a registered nurse in charge of a unit or group of units and shall include:

"Residential Unit Nurse Manager Level 1", whose responsibilities include:

- (a) Co-ordination of client services
 - 1. Liaison with all disciplines for the provision of services to meet client needs.
 - 2. The orchestration of services to meet client needs after discharge.
 - 3. Monitoring catering and transport services.
- (b) Unit management
 - 1. Implementation of Departmental policy:

2. Dissemination of information to all personnel.
3. Ensuring environmental safety.
4. Monitoring the use and maintenance of equipment.
5. Monitoring the supply and use of stock and supplies.
6. Monitoring cleaning services.

(c) Nursing staff management -

1. Direction, co-ordination and supervision of nursing activities.
2. Training, appraisal and counselling of nursing staff.
3. Rostering and/or allocation of nursing staff.
4. Development and/or implementation of new nursing practice according to client need.

"Residential Unit Nurse Manager Level 2", whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 1.

"Residential Unit Nurse Manager Level 3" whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 2.

"Registered Nurse" means a person registered by the Board as such.

"Trainee Enrolled Nurse" means a person who is being trained under a program leading to enrolment by the Board.

"Unit" means a defined client residential area within a Large Residence or a complex health needs Community Residential Centre.

8. Salaries

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

9. Special Allowances

- (i) A registered nurse who is designated to be in charge of a unit for the majority of a day, evening or night shift when the Residential Unit Nurse Manager is not rostered for duty shall be paid an allowance as set in Item 1, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per shift.
- (ii) A registered nurse (does not apply to persons above the level of Clinical Nurse Educator) who is designated in charge of a Residence of not more than 100 resident clients in the absence of a Residential Unit Nursing Manager (or a more senior nurse) shall be paid an allowance as set out in Item 1 of Table 2, per shift.
- (iii) A registered nurse who is designated to be in charge of a unit when the Residential Unit Nursing Manager is not rostered for duty, and who is designated to be in charge of a Residence of not more than 100 resident clients on the same shift shall be paid an allowance as set out in Item 3 of Table 2, per shift.
- (iv) A registered nurse designated as the Rover in charge at Norton Road or Riverside Centres after hours in the absence of a Residential Unit Nurse Manager (or a more senior nurse) shall be paid an allowance as set out in Item 2, of Table 2, per shift.

- (v) A registered nurse who is designated as the Rover in charge at Casuarina Grove or Kanangra Centres after hours when a Residential Unit Nurse Manager (or a more senior nurse) is not rostered for duty shall be paid an allowance as set out in Item 4 of Table 2, per shift.
- (vi) A registered nurse who relieves in a Nurse Manager After Hours position during short absences of the substantive occupant shall be paid an allowance at a rate calculated on the difference between the rate of pay of the registered nurse and the rate of pay for Nurse Manager Grade 1 year 1 for the time so spent up to 2 hours and for the whole of the shift for time so spent in excess of 2 hours.
- (vii) A nurse who is required to accompany residents/clients on excursions, etc. which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay.

9A. Higher Grade Duty

As consistent with Clause 7 Classification of positions an employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

10. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 PM:
 - (a) Afternoon shift commencing at or after 10.00 a.m. and before 1.00p.m. - 10%;
 - (b) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5%;
 - (c) Nightshift commencing at or after 4.00 p.m. and before 4.00 a.m. - 15%; and
Nightshift commencing at or after 4.00 a.m. and before 6.00 a.m. - 10%.
- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:
 - (a) "Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.
 - (b) "Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.
- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (iii) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 15, Permanent part-time and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 16, Recreation Leave.

11. Uniforms

- (i) The Department shall pay an employee involved in direct care of a client allowances as follows:
- (a) In lieu of supplying shoes to an employee, the Department shall pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances of Part B, Monetary Allowances.
 - (b) In lieu of supplying stockings to a female employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
 - (c) In lieu of supplying socks to an employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
 - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (ii) The Department shall pay an employee involved in direct care of a client a laundry allowance as set out in Item 5 of the said Table 2. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (iii) Where the employer requires any employee to wear headgear, the facility shall provide headgear free of charge to the employee.
- (iv) Each employee whose duties regularly require them to work out of doors shall be supplied with suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (v) The allowances prescribed by subclauses (i) and (ii) of this clause shall be paid to employees who are involved in direct care of a client. Such payments will be in compensation for the cost of purchasing and maintaining suitable clothing.
- (vi) Provided that a limited number of employees transferred in 1991 under the provisions of Schedule 3 of the Health Administration Act are entitled to sufficient, suitable and serviceable uniforms including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price. In lieu of supplying a uniform to an employee, the Department may pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (vii) An employee, on leaving the service of an employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

12. Overtime

- (i) Subject to subclause (iii) of this clause, all time worked by employees, other than the Principal Nurse Managers Accommodation and Nursing Services and the Nurse Managers Accommodation and Nursing Services, in excess of the rostered daily ordinary hours of work, shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that, overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

- (ii)
 - (a) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall be paid for at the applicable overtime rates.
 - (b) Time worked up to the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (c) All time worked by a permanent part-time employee in excess of the rostered daily ordinary hours prescribed for a full-time employee, or in excess of an average of 38 per week in each roster cycle, shall be paid for at overtime rates.
- (iii) An employee, other than the Principal Nurse Managers Accommodation and Nursing Services and Nurse Managers Accommodation and Nursing Services, recalled to work overtime after leaving the Department's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii), (iii) and (iv) of this clause, a nurse who works directed overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
 - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
 - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Employees cannot be compelled to take time off in lieu of overtime.
 - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the Department is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
 - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked, provided that, the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 15, Permanent part-time and Casual Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the Department's premises, and who is required to work for more than four hours, shall be allowed 20 minutes for the partaking of a meal and further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
 - (a) The meals referred to in subclause (v) and (vi) of this clause, shall be allowed to the employee free of charge. Where the Department is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
 - (b) The value of payments for meals shall be varied in accordance with variations to Division 1 of the Public Sector Employment and Management Regulation 2009.

- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees, shall apply.
- (ix) An employee who works so much overtime:
- (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift, that he or she has not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding his or her ordinary commencing time on his or her next day or shift;
- shall, subject to this subclause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Department such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double time until released from duty for such period and he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (x) Subject to sub-clause (xi) below an employee may be directed by the Department Head or delegate to work overtime.
- (xi) An employee may refuse to work overtime where the working of such overtime would result in the employee working hours which are unreasonable.
- (xii) For the purposes of sub-clause (xii) above, what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

13. Payment and Particulars Salaries

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the Department in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Department making their deposits with such financial institutions, but in such cases, the Department

shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment:

1. If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
2. If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.

(a) Overpayment:

1. In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
2. One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
3. Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
4. The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
5. Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

14. Registration Or Enrolment Pending

- (i) A trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for enrolment shall, upon enrolment, be paid as from the date of application for enrolment the salary to which she or he would have been entitled if enrolled.

- (ii) A nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

15. Permanent Part-Time and Casual Employees

Part I - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed to work a specified number of hours each week which are less than those prescribed for a full-time employee. Provided that, the Department must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) Subject to subclause (iii) of this clause, employees engaged under Part 1 shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.
- (iii) Permanent part-time employees shall accrue recreation leave at the rate of four weeks per annum. Clause 16, Recreation Leave, shall not apply to permanent part-time employees (except for subclause (v) of the said clause 16).
- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay, provided that an employee who is required to and does work ordinary hours on a public holiday shall have one day or one half day, as appropriate, added to her/his period of recreation leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to recreation leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (v) In this Part, ordinary pay, for the purposes of sick leave and recreation leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (vi) Employees engaged under this Part shall be entitled to all other benefits of this award, not otherwise expressly provided for herein, in the same proportion as their ordinary hours of work bear to full-time hours.

Part II - Casual Employees

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 8, Salaries, plus fifteen per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms.
- (iii) With respect to a casual employee, the provisions of clause 12, Overtime, and clause 16, Recreation Leave, shall not apply. Further, casual employees shall not be entitled to an additional day off or part

thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.

- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 16, Recreation Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (vi) Where a casual employee has been notified by the Department of a time to commence an engagement and that engagement is subsequently cancelled by the Department with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours.
- (viii) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - 1. the employee or employee's spouse is pregnant; or
 - 2. the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (ix) 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 (x) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required,
 - 1. (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
 - 2. establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, 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.
- (x) A family member for the purposes of (ix)(a) above is:
 - (a) a spouse of the staff member; or
 - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

- (xi) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

16. Recreation Leave

- (i) A full time shift worker shall accrue recreation leave at the rate of six weeks per annum, in recognition of the fact that they are required to work on public holidays unless rostered off duty on those days as part of their normal rostered days off.

A day worker shall accrue recreation leave at the rate of four weeks per annum.

- (ii)
- (a) A full time shift worker who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (b) A day worker who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary rate of pay, an additional rate of time and a half resulting in a total payment of double time and a half for time so time so worked. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that in lieu of the additional payment above the employee may elect to have an additional day added to their recreation leave and be paid at the rate of one half time extra for the time actually worked.
- (c) To leave prescribed by subclause (i) of this clause, there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the ten specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them), which may occur during the qualifying period for recreation leave or during the period of recreation leave.
- (iii) For the purpose of this clause the following are to be public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, a full time shift worker is entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Department following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v)
- (a) In addition to the leave prescribed by subclause (i) of this clause, a full time shift worker who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional payment as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for recreation leave purposes	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	one week's ordinary salary

- (b) In lieu of payment employees, entitled to an additional payment by virtue of this subclause, may elect to take leave equivalent to the value of their additional payment entitlement. The election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (vi) The ability to elect to take leave under (ii)(b) and (v)(b) of this clause is not available to employees with excess recreation leave.

17. Senior Nurse Management Structure

- (i) Each residence shall have a Nurse Manager Accommodation and Nursing Services in charge and such other support positions as agreed between the Department and the Association.

- (ii) The grading of Nurse Manager positions in each Residence will be determined in accordance with Schedule "I" of this Part.
- (iii) The grading of the Principal and Nurse Manager Accommodation and Nursing Services may be reviewed by the Department and the Association where there is a significant change in Resident Client numbers, and adjusted accordingly. Where the grading of such a position is altered to a lesser grade, and the affected position is substantively occupied, the incumbent of the position will retain the higher grading on a personal basis.

18. Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any work location, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time, it must be referred by the nurse(s) immediate supervisor to the Department's nominee, and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at facility or Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the Department may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales, for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Department must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

19. Grading Committee

A central Committee consisting of two representatives of the Department and two representatives of the Association shall be constituted to consider and make recommendations to the Department in relation to:

- (a) Any proposals to alter the grading of any existing or established new positions of Residential Unit Nursing Manager where agreement cannot be reached at the local level.

- (b) The grading of Nurse Manager positions which are affected by a change in Resident Client numbers.
- (c) The date of effect of any grading recommended.

Provided that:

1. An employee shall, whilst the grading or remuneration of his/her position is under consideration, be ineligible to be a member of the Committee;
2. the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
3. where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.
4. the limitation of retrospectivity shall not apply to RUNM positions that are regraded as part of the transitional arrangements to the new award structure. This provision shall lapse effective 30 June 2005.

20. Anti Discrimination

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

Notes -

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

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

21. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 8, Salaries, of this Award, and Part B to this Award, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under clause 8 and Part B to this Award, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under clause 8 or one hundred (100) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 8 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee makes an election in terms of subclause (iii) of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- (v) 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*;
 - (d) *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) *First State Superannuation Act 1992*,

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

- (vi) Where, prior to electing to sacrifice a portion of their salary to superannuation, an employee had entered into an agreement with their Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the Department or agency will continue to base contributions to that fund on the salary payable under clause 8 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the

Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

22. Area, Incidence and Duration

- (i) This award applies to all employees as defined in clause 2, Definitions.
- (ii) This Award rescinds and replaces the Nurses' (Department of Ageing, Disability and Home Care) (State) Award 2008 published 31 October 2008 (366 I.G. 952) and all variations thereof.
- (ii) This award will take effect from the first full pay period to commence on or after 1 July 2011 and remain in force until 30 June 2012.

Schedule 1 of Part A

Nurse Manager and Administrative Support Positions,

Large Residential Centres

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 8

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 7

Stockton, Metro Residences

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 5

Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere, Westmead .

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 4

Tomaree and Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite.

Nurse Systems Support Coordinator (NSSC)

Level 4

Stockton, Rydalmere, Westmead

Level 3

Casuarina Grove, Kanangra

Level 2

Norton Road, Riverside

Level 1

Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

Nurse Systems Support Officer (NSSO)

Level 3

Stockton, Rydalmere, Westmead

Level 2

Casuarina Grove, Kanangra

Level 1

Norton Road, Riverside

Nurse Manager Learning and Development - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager Resource Support Unit - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager After Hours - Nurse Manager Grade 1

Westmead, Rydalmere and Stockton

PART B

MONETARY RATES

Table 1 - Salaries

	1st full pay period to commence on or after 1.7.11 2.5% per annum \$
Assistant in Nursing	
Under 18 years - 1st Year of Experience	30,884
Under 18 years - 2nd Year of Experience	32,276
Under 18 years - Thereafter	33,548
Assistant in Nursing and Trainee Enrolled Nurse's Aide Adult	
Over 18 years - 1st Year of Experience	36,450
Over 18 years - 2nd Year of Experience	37,613
Over 18 years - 3rd Year of Experience	38,786
Over 18 years - 4th Year of Experience	39,989
Trainee Enrolled Nurse	
Under 18 years - 1st Year of Experience	30,931
Under 18 years - 2nd Year of Experience	32,293
Under 18 years - Thereafter	33,586
Trainee Enrolled Nurse	
Over 18 years - 1st Year of Experience	36,487
Over 18 years - 2nd Year of Experience	37,650
Over 18 years - 1st Year of Experience	38,830
Thereafter	40,046
Enrolled Nurse	
1st Year of Service	44,780
2nd Year of Service	45,762
3rd Year of Service	46,749
4th Year of Service	47,739
Thereafter	48,736

Enrolled Nurse - Medication Endorsement	
1st Year	47,136
2nd Year	48,150
3rd Year	49,172
4th Year	50,193
5th Year & Thereafter	51,223
Nurses undergoing pre-registration training other than as a student	43,776
Registered Nurse	
1st Year of Service	50,771
2nd Year of Service	53,541
3rd Year of Service	56,302
4th Year of Service	59,262
5th Year of Service	62,197
6th Year of Service	65,142
7th Year of Service	68,482
8th Year of Service	71,305
Clinical Nurse Consultant	
1st Year	89,201
2nd Year	91,242
Clinical Nurse Specialist	
*No further appointments to this classification after 30 June 2004.	74,213
Clinical Nurse Educator	74,213
Nurse Learning and Development Officer	
1st Year	82,322
2nd Year	84,638
3rd Year	86,716
4th Year	91,243
Residential Unit Nurse Manager	89,445
Level 1	
Residential Unit Nurse Manager	93,692
Level 2	
Residential Unit Nurse Manager	96,209
Level 3	
Nurse Systems Support Officer	
Level 1	80,144
Level 2	85,232
Level 3	
1st Year	89,201
2nd Year	91,017
Nurse Systems Support Co-ordinator	
Level 1	85,232
Level 2	
1st Year	89,201
2nd Year	91,017
Level 3	
1st Year	89,201
2nd Year	91,017
3rd Year	92,823
4th Year	94,661

Level 4	
1st Year	92,823
2nd Year	94,661
Nurse Manager Learning and Development Unit	
1st Year	98,292
2nd Year	100,125
Nurse Manager Resource Support Unit	
1st year	98,292
2nd Year	100,125
Nurse Manager	
Grade 1	
1st Year	89,201
2nd Year	91,017
Grade 2	
1st Year	92,823
2nd Year	94,661
Grade 3	
1st Year	98,292
2nd Year	100,125
Grade 4	
1st Year	103,763
2nd Year	105,581
Grade 5	
1st Year	109,206
2nd Year	111,051
Grade 6	
1st Year	114,689
2nd Year	116,382
Grade 7	
1st Year	123,782
2nd Year	125,613
Grade 8	
1st Year	132,882
2nd Year	134,700
Nurse Manager After Hours	
1st Year	89,201
2nd Year	91,017
Westmead, Rydalmere and Stockton	
Principal Nurse Manager Accommodation and Nursing Services	
1st Year	123,782
2nd Year	125,613
Nurse Manager Accommodation and Nursing Services, Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite	
1st Year	103,763
2nd Year	105,581
Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere, Westmead	
1st Year	109,206
2nd Year	111,051

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Allowance (Wage Type)	1st Full Pay After 1.7.11 2.5% per shift \$
1	9(i) & (ii)	Registered nurse in charge of unit in absence of RUNM or in charge Residence of not more than 100 resident clients.	27.79
2	9 (iv)	Registered nurse designated as the Rover in charge of a residence after hours (Norton Road, Riverside)	27.79
3	9 (iii)	Registered nurse in charge in absence of RUNM and in charge of a residence of not more than 100 resident clients.	41.74
4	9(v)	Registered nurse designated as the Rover in charge of a residential centre after hours (Casuarina Grove and, Kanangra).	41.74
5	11(i)	Uniform Allowance	5.15
	11(ii)(a)	Shoe Allowance.	1.59
	11(ii)(b)	Stocking Allowance	2.67
	11(ii)(c)	Sock Allowance	0.52
	11(iv)	Laundry Allowance	4.28

R. P. BOLAND J , *President*

 Printed by the authority of the Industrial Registrar.

**PROFESSIONAL ENGINEERS (ROADS AND TRAFFIC AUTHORITY
DIVISION OF THE GOVERNMENT SERVICE OF NEW SOUTH
WALES - SALARIES) AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch),
Industrial Organisation of Employees.

(No. IRC 1460 of 2011)

Before Commissioner Ritchie

23 September 2011

AWARD

PART A

1. Arrangement

PART A

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PART B

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Appendix B Professional Engineers Salary Scale

Appendix C Grievance Resolution

2. Parties and Application

2.1 Parties

- (a) The parties to this award are:
 - (i) the Roads and Traffic Authority Division of the Government Service of NSW (RTA), and
 - (ii) the Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

2.2 Application

- (a) This award applies to all Professional Engineers and Graduate Engineers employed by the RTA who are engaged in the performance of Professional Engineering Duties (whether members of APESMA or not).
- (b) This award shall also apply to Cadets employed by the RTA (whether members of APESMA or not).

2.3 Incidence and Duration

- (a) This award replaces the Professional Engineers (Roads and Traffic Authority Division of the Government Service of New South Wales- Salaries) Award 2008 published 29 May 2009 (368 I.G. 159).
- (b) This award will operate from 1 July 2011 and will remain in force until 30 June 2012.

2.4 Salary Increases

- (a) Professional Engineers, Cadets and Graduate Engineers covered by this Award will be paid:
 - (i) a 2.5% increase in salaries payable from the first full pay period to commence on or after 1 July 2011.
- (b) The increases in salaries are set out in Appendix B - Professional Engineers Salary Scale.
- (c) For all staff, the annual leave loading is included in the salary rates shown in Appendix B.
- (d) In addition to the salaries for Cadets shown in Appendix B, cadets are entitled to living allowances or accommodation expenses as determined from time to time.

3. Definitions

1. APESMA - means the Association of Professional Engineers, Scientists and Managers, Australia and its members.
2. Cadet - means a person completing a four year engineering degree course, (or equivalent), at a recognised Australian University.
3. Call-out/Call-back - means a call or direction to return to work to attend to an emergency or breakdown.
4. Casual - means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by clause 4.4.
5. Continuous shift work - means a pattern of work designed to cover the business operations with consecutive shifts of employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond the RTA's control.
6. Hours of work - means the ordinary hours staff are required to work.
7. Crib break - means a paid meal break, which is treated as time worked, where staff remain available to carry out duties.
8. Dispute - means a complaint or difficulty, which affects more than one staff member. A dispute may relate to a change in the working conditions of Professional Engineers, Graduates or Cadets that is perceived to have negative implications.

9. Extended leave - means paid leave to which staff may be entitled under clause 12.7 and Schedule 5 of the *Transport Administration Act*, 1988. Also known as long service leave.
10. Flexitime - means a flexible system of arranging working hours that includes the ability for staff to accrue and take flex leave in accordance with this Award and the RTA's Hours of Work Including Flexible Working Hours Policy.
11. Graduate Engineer - means a Professional Engineer who is participating in the RTA Graduate Recruitment and Development Program (or equivalent).
12. Grievance - means a personal concern or problem, which relates to work or the work environment.
13. Headquarters - means the centre to which staff are attached for administrative purposes or from which staff regularly operate, usually specified in the letter of appointment to the RTA.
14. Letter of appointment - means the letter sent to staff by the RTA offering them employment.
15. Local public holiday - means a gazetted holiday, which only applies to a particular locality and not throughout the State.
16. Long service leave - see Extended leave.
17. Official Business rate - means the rate staff are paid for using a private vehicle on official RTA business when:
 - no RTA vehicle is available; or
 - no hire car is available;
 - no public or other transport is available; or
 - staff are unable to use public or other transport because of a disability; or
 - staff are requested to use the vehicle and agree to do so;
 - staff are required to do so as specified by subclause 13.5.10 Transfer of Dependents, or when the RTA approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.
18. On-call - means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.
19. Ordinary rate of pay - means the base rate staff are paid on an hourly basis, according to their hours of work and their annual salary.
20. Overtime - means time which staff work outside their ordinary hours as per clause 10.
21. Part-time - Staff who are employed on a part-time basis have hours of work that are less than those of full-time staff.
22. Permanent residence - where a staff member lives.
23. Professional Engineer - means a staff member qualified to carry out professional engineering duties.
24. Professional Engineering
 - Duties - means duties, any portion of which, are required to be carried out by staff who have qualifications as (or at least equal to those of) a graduate member of Engineers Australia.

25. RTA - means the Roads and Traffic Authority Division of the Government Services of New South Wales as established by Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).
26. Shift loading - means a payment for working shifts other than day shift, as specified in clause 9.1.2, to compensate for the inconvenience of hours worked.
27. Shift work - means a pattern of work in which the ordinary hours may be performed outside standard hours, as per clause 7.3.1.
28. Staff - means Professional Engineers, Engineering Graduates and Cadets employed under this award in accordance with clause 2.2.
29. Tele-working - Tele-working means a flexible working arrangement where staff work for part of the time from an alternative office location either at their home, a tele-centre, another RTA office, a mobile office or a combination of these alternatives.
30. Temporary employment staff - means staff employed for a specific period of time or project.
31. Temporary work location means - the place where staff temporarily perform RTA work if required to work away from their headquarters.
32. Time Credit - is the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.
33. Workers Compensation Leave - means a leave entitlement that arises from the *Workers Compensation Act 1987* (NSW).

4. Terms of Employment

4.1 Basis of Employment

Staff are employed on either a full-time, part-time, casual or temporary employment basis, as notified in the letter of appointment.

4.2 Full-Time

If staff are employed on a full-time basis, their hours of work are 35 hours per week.

4.3 Part-Time

- (a) If staff are employed on a part-time basis, their hours of work are less than those of full-time staff in their classification.
- (b) Unless specified elsewhere in this Award, part-time staff accrue entitlements in this Award on a pro-rata basis, based on the number of hours worked.
- (c) In addition to subclauses 12.10, Maternity Leave to 12.16, Resumption of Work After Maternity, Adoption or Parental Leave and subject to operational requirements, staff may elect to change from full-time to part-time work to manage their work-life balance. This will enable staff to manage family and carer's responsibilities, or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with applicable policy. Requests to work part-time will not, however, be unreasonably refused.

4.4 Casual

Staff may be employed on a casual basis:

- (a) to carry out work that is irregular or intermittent, or

- (b) to carry out work on a short-term basis, or
- (c) to carry out urgent work or to deal with an emergency; and
- (d) must possess the qualifications required of a permanent staff member in the same classification.

4.5 Temporary Employment

Staff employed on a temporary employment basis are:

- (a) entitled to the same conditions as full-time or part-time staff, and
- (b) employed for a specific period, not less than 3 months and not more than 3 years, or
- (c) employed for the duration of a project,
as specified by letter of appointment.

4.6 Probation

- (a) All new staff members are subject to a period of probation of three months unless they are employed in a position which, due to the nature of the work or compulsory training, has a probation period of six months.
- (b) The letter of appointment states the probation period.
- (c) In order to gain appointment to a permanent position, work performance and conduct must be satisfactory during the probationary period.
- (d) In certain circumstances a probationary period may, prior to its expiry, be annulled, or extended for up to a maximum of 3 months.

4.7 Resignation

Staff may terminate their employment at any time by giving the RTA a minimum of two week's notice.

4.8 Method of Payment

A staff member's salary will be paid fortnightly into their nominated financial account.

5. Rates of Pay

5.1 Rates of Pay

Rates of pay are contained in Appendix B.

5.2 Increments

- (a) Subject to this clause, full-time and part-time staff are entitled to an incremental increase in their salary when they have received that salary for a period of twelve months, up to the top step of the salary scale for their position.
- (b) Regular casual staff are entitled to an increment where they have worked the equivalent of 12 months worked by a full-time staff member in the same position.
- (c) Staff are not entitled to the increment in clause 5.2(a) if:

- (i) their conduct and work performance, including attendance, is unsatisfactory or the staff member is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct;
 - (ii) they are being promoted from one classification to another; or
 - (iii) the salary scale for a position is setted as the year 1 or year 2 rate of pay in the grade.
- (d) An increment may be withheld, or a salary may be reduced in any case where, on account of a staff member's inefficiency or misconduct in an official capacity, the RTA is of the opinion that such increments should not be paid or should be reduced.
- (e) The RTA will provide staff with a statement in writing detailing the reason for withholding the increment within 30 days of the reduction taking effect or of the increment becoming due. The provisions of clause 5.3 will then apply.
- (f) Periods of leave without pay where the total period of absence in any one year exceeds five days will not count as service for increment purposes.

5.3 Appeals in Respect of Salary Grade or Classification

- (a) Staff have the right to apply to the RTA through their branch or section manager for a salary increase, or for an alteration in the grade or classification to which they are appointed.
- (b) If a staff member is dissatisfied with a decision or determination of the RTA in respect of;
- (i) the salary, grade or classification; or
 - (ii) any other matter of the nature referred to in Part 7 of the *Industrial Relations Act 1996* (NSW),

the staff member may forward a notice of appeal to the RTA within 30 days of being advised of such a decision or determination if they do not exercise their right before the NSW Industrial Relations Commission. The RTA will hear and determine the appeal and will allow the staff member, if so desired, to attend and to present a case personally or through a representative.

- (c) Nothing in this clause shall preclude the reference of matters to the NSW Industrial Relations Commission.

5.4 Specialist Engineers

- (a) Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.
- (b) Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to the RTA's functions.
- (c) Relevant criteria which would be examined by the committee include:
- (i) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or

- (ii) Holding a specialist graduate diploma in a field related to the work of the professional engineer in the RTA, not being a graduate diploma in management or a business administration diploma; or
 - (iii) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
 - (iv) The Specialist Engineer Accreditation Committee will consist of a representative of the RTA, APESMA and a mutually acceptable independent expert in the specialist field under consideration.
- (d) If a staff member is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the staff member may appeal to their Director who will review the decision in conjunction with the General Manager, Human Resource Strategy.

6. Recognition of Professional Engineering Skills

- (a) The importance of the contribution of Professional Engineers to the RTA is recognised by this award.
- (b) A staff member with the qualifications of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this award. Recognition is available in accordance with the RTA policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- (c) The Recognition of Professional Engineers Policy will not be amended without the agreement of APESMA.

7. Arrangement of Hours and Loadings

7.1 General

- (a) Hours of work for staff are outlined in this clause.
- (b) These conditions apply unless the staff member is employed as a shift worker, either part-time or full-time. If so, the working arrangements are set out at clause 9.

7.2 Recording Hours

Staff are required to record their hours worked on an RTA time sheet.

7.3 Hours for Full-Time Staff

The ordinary hours of work are 35 hours per week. The RTA and staff may agree to work either a standard hours arrangement or a flexitime arrangement. The RTA may direct staff to work a standard hours arrangement in exceptional circumstances.

7.3.1 Standard Hours Arrangement

- (a) A standard hours arrangement involves seven hours per day and 35 hours per week (worked over a five day period, Monday to Friday) with a designated start and finish time, between 8:30 am and 4:30 pm.
- (b) The same number of daily hours referred to in clause 7.3.1(a) may be worked at any time between 7.30am and 6.00pm if RTA approval of the variation in the bandwidth has been given and APESMA concur with the variation. Proposals to vary the bandwidth must be forwarded to the Industrial Relations Section for negotiation with APESMA prior to the staff member commencing the varied hours.

- (c) Staff working under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2pm unless local arrangements are made in advance, based on a staff member's personal needs or operational needs. In this case, staff and management may agree to reduce the meal break to a minimum of 30 minutes.

7.3.2 Flexitime

- (a) Staff who have approval to work flexitime do so subject to the RTA's Flexible Working Hours Policy and the following conditions:
 - (i) Staff may work to accumulate and take a maximum number of 13 full flex leave days during a calendar year (12 months).
 - (ii) Except as per subclause 7.3.2 c), staff may take one full day of flex leave or two half days during each settlement period.
 - (iii) A full flex leave day for a full-time staff member is 7 hours. For part-time staff a full flex leave day is the number of hours the staff member normally works on the day that flexitime leave is taken. These hours must be accrued as Time Credit (worked in addition to the staff member's usual hours of work) over the settlement period.
 - (iv) Staff must work their hours of work within the bandwidth of 7.30am to 6.00pm,
 - (v) Staff are required to work during the core time between 9.30am to 3.30pm,
 - (vi) All time worked during bandwidth within the settlement period (except paid overtime and meal breaks) will count towards Time Credit.
 - (vii) Staff must take a lunch break of at least 30 minutes and not more than two hours and 30 minutes, between 11.45am and 2.15pm
 - (viii) Staff may take flex leave even though this may result in a debit balance.
 - (ix) Staff who take a half day flex leave must work a minimum of three and a half hours on that day.
 - (x) Staff may take a half day flex leave in combination with other types of approved leave, provided that the total approved leave for a day equals the standard daily hours applicable to the staff member's classification.
 - (xi) Staff may take flex leave in combination with other types of approved leave.

- (b) Settlement Period

There is a 4-week settlement period during which staff must work their hours of work. The RTA determines the commencing and finishing dates of the settlement period.

- (c) Banked Days

- (i) For the avoidance of doubt, the maximum number of flex days that may be taken or banked each calendar year is a total of 13 days. (Note: there are 13 settlement periods in each calendar year.)
- (ii) Each staff member shall be entitled to bank up to four untaken flex days in a calendar year. Subject to approval, the staff member can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time.

- (iii) All banked days that are not taken by 31 January each year shall be forfeited.
 - (iv) Notwithstanding the above, staff who work on Alliances or major projects shall be entitled to bank flex days during the project to be taken at the conclusion of the project or at set times during the project. Such leave arrangements shall be approved by the relevant Branch Manager prior to the commencement of the Alliance /major project.
 - (v) Where a staff member has accrued 40 days annual leave, unless otherwise authorised by the staff member's manager, flex leave shall only be taken where annual leave has been applied for and approved. If, however, annual leave has been applied for and declined, the staff member shall be entitled to access flex leave in accordance with the normal approval process.
- (d) Untaken Flex Leave
- (i) A maximum credit of ten hours, in addition to flex days already banked as per 7.3.2(c) is allowed for each four-weekly settlement period.
 - (ii) Time in excess of ten hours (excluding flex days already banked as per 7.3.2(c)) at the conclusion of the settlement period will be forfeited.
- (e) Debit of Hours

Staff who work fewer hours than their hours of work during the settlement period can carry over a maximum of 10 hours debit to the next settlement period. Staff who are in debit more than 10 hours at the end of the settlement period must apply for leave for the time in excess of the ten hours.

7.3.3 Other Approved Leave During Core Time

- (a) Staff who need to be absent during core time must apply and obtain approval for leave before the time they intend to be absent on leave.
- (b) The timing of taking leave is at the discretion of the RTA.
- (c) Staff must cooperate with management to organise the best time to take leave and a request to take leave must be made with reasonable notice.
- (d) The minimum period of leave which can be taken during core time is one hour.
- (e) Where part day leave is taken, the total of approved leave must, as a minimum, cover the core hours for that day.

7.4 Hours and Loadings for Part-Time and Casual Staff

7.4.1 Part-time Staff

- (a) Part-time staff must work a minimum of three hours per day.
- (b) The pattern of hours or days per cycle for part-time staff are set out in the letter of appointment and may be varied by written agreement between the staff member and his or her line manager.
- (c) Part-time staff who work in excess of their usual daily hours will be paid at the ordinary rate of pay plus a loading of 1/12th in lieu of accrual of annual leave, up to a maximum which is equal to the daily hours of full-time staff in the relevant classification.

- (d) Part-time staff may work, with approval of a line manager, under a flexitime arrangement as set out at clause 7.3.2.
- (e) The entitlements for part-time staff accrue on a pro-rata basis.

7.4.2 Casual Staff

- (a) Casual staff are employed on an hourly basis for a minimum of three hours per engagement.
- (b) Casual staff who work less than three hours per engagement are paid for three hours.
- (c) Casual staff are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (d) Casual staff are paid a loading of 17% of the ordinary rate of pay to compensate for the irregular nature of their engagement and because casual staff are not entitled to be paid for public holidays and other paid leave, except extended leave.

8. Tele-Working

8.1 Tele-working Arrangements

Tele-working arrangements are available to staff to work from an alternative office location either occasionally or on a regular basis or under special circumstances.

8.1.1 Conditions for Tele-working Arrangements

Tele-working arrangements are available to staff provided the following conditions are met:

- (a) RTA policies regarding tele-working and flexible work arrangements are complied with;
- (b) Work can be completed efficiently and productively; and
- (c) Customer service delivery is maintained.

8.1.2 Commencing or Varying Tele-working Arrangements

- (a) Arrangements to tele-work between a staff member and their manager must be voluntary and mutually convenient.
- (b) A tele-working arrangement can be varied by mutual consent between the staff member and their manager at any time or be terminated where it no longer meets the conditions set out in the Tele-working Policy, the Tele-Working Agreement or the RTA's business needs.
- (c) A request to commence a tele-working arrangement will not be unreasonably refused. If a staff member believes a request has been unreasonably refused they may raise a grievance under the Grievance Resolution Policy and Guidelines.

9. Shift Work

9.1 General

If a staff member is directed by RTA management to work shift work, the following provisions apply.

9.1.1 Arrangement of Shift Hours

- (a) Early morning shift is a shift commencing between 4.00am and 6.00am, Monday to Friday.
- (b) Day shift is a shift worked between 7.00 am and 5.00pm Monday to Friday.
- (c) Afternoon shift is a shift commencing at or after 12 noon Monday to Friday.
- (d) Night shift is a shift commencing at or after 4.00pm and finishing at or before 4.00am, Monday to Friday.

9.1.2 Payment for Shift Work

- (a) Payment for shift work is at the following rates:
 - (i) for an early morning shift, the ordinary rate of pay plus 12½%,
 - (ii) for a day shift, the ordinary rate of pay,
 - (iii) for an afternoon shift, the ordinary rate of pay plus 12½%,
 - (iv) for a night shift, the ordinary rate of pay plus 15%,
 - (v) for a Saturday, the ordinary rate of pay plus 50%,
 - (vi) for a Sunday, the ordinary rate of pay plus 100%, and
 - (vii) for a public holiday, the ordinary rate of pay plus 150%.
- (b) Staff who work a shift on their rostered day off will be paid at the overtime rates as set out at clause 9.1.6 provided that the shift arrangement has been at the direction of the RTA and not due to the staff member's own actions (for example in arranging a shift swap).
- (c) Staff who work a six or seven-day shift cycle and are rostered off on a public holiday, will be:
 - (i) credited with a day's annual leave, or
 - (ii) paid, at the ordinary rate of pay, for the public holiday.

9.1.3 Shift Rosters

- (a) The RTA may roster staff to work shifts on a rotating basis.
- (b) The ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non-shift workers in the same classification who work Monday to Friday.
- (c) Where practicable, staff will be given seven days notice of the shifts to be worked.
- (d) Staff shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours, staff shall take a rest break of at least four consecutive hours. Where staff are directed to resume work without having had a rest break of eight consecutive hours, they will be paid for all hours worked, until the staff member is released from work for eight consecutive hours at the rate of double ordinary time or double time and a half on a public holiday. Any rostered working time occurring during such absence shall be paid for at the ordinary shift rates.

- (e) Staff who are rostered to work rotating shifts:
 - (i) must not be rostered to work for more than five consecutive shifts in seven consecutive days,
 - (ii) the roster rotates weekly and runs from either Monday to Friday or Sunday to Thursday,
 - (iii) where three shifts per day are being worked, the order of rotation of shift is day, to night, to afternoon, to day shift,
 - (iv) must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the staff member requests this arrangement and the RTA agrees.
- (f) Staff who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in (e) (iv) above, are to be paid time and a half for all ordinary time worked on the afternoon and/or night shift, in excess of two consecutive weeks, until the shifts are rotated.

9.1.4 Temporary Night Shift Work

- (a) Temporary shift work is worked between Sunday to Thursday inclusive, or Monday to Friday inclusive.
- (b) Arrangements for temporary shift work must be by agreement with local management, provided that the choice of shift patterns does not prevent the RTA from applying shift work provisions to other staff.
- (c) For the purpose of this clause "temporary shift work" means shift work for up to 2 weeks.
- (d) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

- (e) If a normal shift is worked between:
 - (i) Monday and Friday, the Friday shift starts before and finishes after midnight Friday; or
 - (ii) Sunday and Thursday, the Sunday shift starts before midnight Sunday.
- (f) Staff who work according to a temporary shift work arrangement on a Saturday, Sunday or Public Holiday must be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in clause (e) are paid at ordinary shift rates; and
 - (ii) Sunday shifts referred to in clause (e) are paid at ordinary shift rates after midnight Sunday.
- (g) Staff who work in excess of the agreed ordinary temporary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) must be paid double-time.

- (h) Staff who are required to work temporary shift work must be given at least 48 hours notice. If shift hours are changed, staff must be notified by the finishing time of their previous shift.
- (i) Staff must not work more than one ordinary shift on any one day (eg. a day shift and a night shift). If staff are required to work a second shift on a given day, the second shift is paid as overtime.
- (j) Staff who work according to a temporary shift work arrangement of less than five consecutive working days and this is:
 - (i) due to their actions, will be paid normal shift rates; or
 - (ii) not due to their actions, will be paid overtime rates.
- (k) Public Holidays are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of paragraph (j) above.
- (l) No staff member who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.

9.1.5 Meal Breaks on Shift Work

- (a) A meal break must be a minimum of 30 minutes in duration.
- (b) Except in an emergency, staff must not work more than five hours without a meal break.
- (c) A meal break during a day shift is unpaid and does not count as time worked.
- (d) A meal break taken during an early morning, afternoon or nightshift is taken as part of ordinary working hours and is to be paid for at the appropriate shift rate.
- (e) Staff who are given less than 24 hours notice of a change to a roster or are required to work a shift on a rostered day off will be paid a meal allowance as specified in item 1 of Table A.
- (f) Staff who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (g) Staff who work more than two hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 1 of Table A.
- (h) During paid meal breaks staff must remain available to carry out duties if required.

9.1.6 Overtime on Shift Work

- (a) Overtime will be paid when the RTA directs staff to work more than the full time hours of work.
- (b) Overtime payments are calculated exclusive of any shift loadings and are based on the staff member's ordinary rate of pay.
- (c) Each period of overtime stands alone.
- (d) Staff must not be on duty for more than 16 consecutive hours.

- (e) Overtime is paid at the following rates:
 - (i) time and a half for the first two hours and double time thereafter for overtime worked Monday to Saturday;
 - (ii) double time for overtime worked on a Sunday; and
 - (iii) double time and a half for overtime worked on a public holiday.
- (f) Staff who are not rostered to work a shift on a Saturday, Sunday or public holiday and are directed to work on such a day, must be paid a minimum of three hours' overtime.
- (g) Staff who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (h) Staff who work more than two hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 1 of Table A.

10. Overtime

Shift workers should refer to clause 9.1.6 for overtime on shift work.

10.1 General

- (a) The RTA may direct staff to work reasonable overtime at overtime rates.
- (b) Staff may refuse to work overtime in circumstances where the request is unreasonable having regard to:
 - (i) health and safety risks,
 - (ii) personal circumstances including any family and carer responsibilities,
 - (iii) the needs of the workplace,
 - (iv) the notice (if any) given by the RTA of the overtime required to be worked and the staff member's intention to refuse it, and
 - (v) any other relevant matter.
- (c) All overtime required to be worked shall be approved in advance by the relevant manager. Overtime is work:
 - (i) before usual starting times and after usual ceasing times if the staff member is working a standard working hours arrangement, or
 - (ii) outside the bandwidth if the staff member is working a flexible working hours arrangement, or
 - (iii) outside of rostered shift hours in any 24 hour period.

10.2 Payment for Overtime

- (a) There is no entitlement to payment for overtime if:
 - (i) the staff member is paid an allowance in lieu of overtime, or

- (ii) prior approval has not been given by a person who has the delegated authority to approve overtime,
 - (iii) the period of overtime worked is less than 15 minutes,
- (b) For all staff, payments for overtime are calculated on ordinary rates of pay subject to subclause (d) and (e) of this clause.
- (c) Payment for overtime is at the rate of:
 - (i) time and a half for the first two hours and double time thereafter for time worked Monday to Saturday,
 - (ii) double time on Sundays,
 - (iii) double time and a half on public holidays.
- (d) Staff at Level 3 and above must have approval to work overtime from the relevant manager identified in the RTA's Overtime Policy. Any overtime approved will normally be calculated on the top step of Engineer Level 2 unless the relevant manager authorises payment calculated on the staff member's substantive rate.
- (e) Staff who are directed to work overtime on a Saturday, Sunday or a public holiday must be paid a minimum of three hours at overtime rates where the overtime is not at the end of ordinary hours worked on a Saturday, Sunday or public holiday.

10.3 Overtime for Part-Time Staff and Casual Staff

10.3.1 Overtime for Part-Time Staff

- (a) Part-time staff who are directed to work by the RTA in excess of set and regular hours and up to the maximum ordinary hours of a full-time staff member in the same classification, are to be paid for excess hours at the ordinary rate per hour plus a loading, in lieu of additional annual leave, of:
 - (i) 1/12th if the staff member is entitled to four weeks' annual leave, or
 - (ii) 5/47ths if the staff member is entitled to five weeks' annual leave.
- (b) Part-time staff who are directed by the RTA to work in excess of the maximum ordinary hours of a full-time staff member in their relevant classification will be paid overtime exclusive of loadings.
- (c) For part-time staff who are directed by the RTA to work flexible hours:
 - (i) work done within the bandwidth accrues as flexi-time at ordinary rates, and
 - (ii) work done outside the bandwidth is paid at the overtime rates applicable to full-time staff in the relevant classification.

10.3.2 Overtime for Casual Staff

Staff employed on a casual basis will be:

- (a) paid overtime for work which is directed to be done by the RTA in excess of the standard daily hours applicable to full-time staff in the relevant classification, and
- (b) paid at overtime rates (as per clause 10.2 b) exclusive of loadings.

10.4 Leave in Lieu of Overtime Payment

- (a) Staff who work overtime on a Saturday, Sunday or Public Holiday:
 - (i) may choose to take up to one day leave in lieu of payment for all or part of their entitlement in respect of each period of overtime worked,
 - (ii) must notify their intention to choose leave in lieu of payment within two working days of having worked the overtime. Such leave is calculated at the same rate that would have applied to the payment of overtime,
 - (iii) will be paid for the balance of any overtime not taken as leave in lieu.
- (b) Staff who work overtime on a Public Holiday may choose to have up to one day's leave in lieu of payment added to their annual leave accrual.
- (c) Staff who choose to take leave in lieu of overtime payment, must take that leave:
 - (i) at the RTA's convenience, and
 - (ii) in minimum periods of one hour, and
 - (iii) within one month of the date of making that choice.

10.5 Meal Break on Overtime

- (a) Staff who work more than an hour and a half overtime after their ordinary hours finishing time are entitled to a 30 minute meal break and a meal allowance as set out at Item 1 of Table A.
- (b) Staff who work more than an hour and a half overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (c) Staff who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (d) Staff who are not provided with a meal, will be paid a meal allowance on condition that:
 - (i) money was spent in obtaining the meal,
 - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
 - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
 - (iv) the time taken for the meal break is not regarded as time worked.
- (e) Staff who resume work after their meal break are entitled to an additional meal break and allowance if a further five hours overtime is worked that same day.
- (f) Meal allowances are paid at the rates set out at Item 1 - Table A.
- (g) Breakfast is paid when the staff member is required to commence work at or before 6 am and at least one hour before the prescribed starting time,
- (h) Lunch is paid when the staff member is required to work on Saturday, Sunday or a state-wide public holiday and the prescribed starting time is:

- (i) not later than 8.30 am and the staff member is required to work until or beyond 1.30 pm, or
 - (ii) later than 8.30 am and the staff member is required to work until or beyond 2.00 pm,
- (i) An evening meal is paid when the staff member is required to work until or beyond 6 pm on a normal working day and:
- (i) the staff member is employed under a flexible working hours arrangement and has worked for more than nine hours, excluding the day's lunch break or
 - (ii) the staff member does not work under a flexible working hours arrangement, their prescribed starting time is not later than 8.50 am and at least one and a half hours is worked after the prescribed ceasing time.

10.6 Minimum Rest Period

- (a) Staff who work overtime are entitled to:
- (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts,
 - (ii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours,
 - (iii) payment at the rate of double time until released from work, if the staff member is recalled to work without having had at least eight consecutive hours off work,
 - (iv) a further rest period of at least eight consecutive hours if the staff member is recalled to work without initially having had at least eight consecutive hours off work.
- (b) If a staff member's usual ordinary hours occur during the minimum rest period of eight hours in (i) and (iv) above, the staff member will be paid at their normal salary for the time they are absent.

10.7 Call-Out / Call-Back

Staff who are called back to work outside their standard hours, or outside the bandwidth if working under a flexible working hours arrangement:

- (a) are paid a minimum of three hours at overtime rates for each separate call-out; except where:
- (i) staff are called out on more than one occasion and the first and subsequent call-out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all overlapping call-out periods exceeds three hours. If the total period of all overlapping call-out periods is less than three hours, staff are paid for three hours at overtime rates;
 - (ii) Where the call-out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

11. Travelling Compensation

11.1 Travel On Official Business

- (a) Staff who travel on official business and are not provided with an RTA vehicle, must, wherever possible, travel by the most economic and practical means of public transport.

- (b) The RTA pays the full cost of fares for the transport.
- (c) Where staff pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then staff must obtain prior approval to travel by:
 - (i) taxi, hire car or rented car,
 - (ii) air, or
 - (iii) private vehicle, in accordance with clause 13.4.
- (e) Staff who receive approval to use a private vehicle for official business travel will be reimbursed as set out in 13.4.2.

11.2 Travel Compensation

11.2.1 Fares

- (a) Staff are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If staff are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), staff may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares.

11.2.2 Travelling Time

- (a) Staff are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 11.2.2 and 11.2.3. Staff are not entitled to be paid travelling time or take time off in lieu:
 - (i) for time spent travelling between their usual headquarters and usual permanent residence,
 - (ii) for time spent travelling on permanent transfer where:
 1. the transfer involves promotion which carries increased salary,
 2. the transfer is for disciplinary reasons,
 3. the transfer is made at the staff member's request, or
 4. special leave has been granted for the day or days on which the travel is to be undertaken,
 - (iii) for periods of less than a quarter of an hour on any day,
 - (iv) for the time taken by the staff member to stop and eat a meal,
 - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
 - (vi) for travel by ship on which meals and accommodation are provided,

- (vii) for travel overseas,
 - (viii) from 11.00 pm on the night the staff member is provided with overnight accommodation to 7.30 am the following day,
 - (ix) if the staff member receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.
- (b) Staff who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
- (i) working day, staff are paid for time spent in travelling before their normal commencing time or after their normal ceasing time,
 - (ii) non-working day, staff are paid for all time spent travelling on official business after 7.30am.

11.2.3 Payment for Travelling and Waiting Time

- (a) Staff who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When staff are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Staff who are in receipt of a salary in excess of the rate applicable to the maximum rate for Engineer Level 1 Year 3, shall be paid travelling time calculated at the maximum rate for Engineer Level 1 Year 3, per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period.
- (e) Unless otherwise directed, staff must take time off in lieu within four weeks of being notified of approval of the leave.

12. Leave

12.1 General

- (a) Staff must obtain approval to take leave prior to commencing leave.
- (b) If staff are absent from work because of illness or other emergency, they must notify, or arrange for another person to notify, their supervisor of:
 - (i) the reason for the absence, and
 - (ii) the anticipated return to work date, by 9.30am on the first day of their absence or as soon as practicable.
- (c) Staff are not to undertake other employment during any period of paid or unpaid leave unless having first obtained RTA approval.
- (d) Staff who do not have approval for their absence are regarded as being absent from work without authorised leave. These periods of absence do not count as service and are not paid.

12.2 Accrual of Leave

- (a) Leave is recorded as accruing in hours.
- (b) Where leave accruals are expressed in days, a day for staff who work 35 hours per week, is 7 hours.

12.3 Taking of Leave

- (a) The minimum period staff can claim for leave is one hour.
- (b) Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (c) Staff must claim the actual ordinary hours and minutes that they would have worked had they not been on leave.
- (d) For the purpose of (c) above, ordinary hours includes any time staff would have worked towards their accrued day off.

12.4 Leave Entitlements for Part-Time, Limited Duration and Casual Staff

- (a) Staff who work part-time, accrue all leave on a pro-rata basis, calculated according to the number of hours worked each week.
- (b) Staff who are employed on a limited duration basis, accrue all leave on the same basis as permanent staff.
- (c) If staff are employed on a limited duration basis and take leave, whether paid or unpaid, their contract is not extended by the period of that leave.
- (d) Casual staff are paid an additional rate per hour in lieu of leave and are not entitled to paid leave (except, in certain circumstances, Extended Leave in accordance with this Award).

12.5 Transfer of Entitlements with NSW Government Departments

- (a) Staff who have been employed continuously within the NSW Government Departments and Authorities listed in Schedule 1 and 3 of the Public Sector Management Act 2002 have portable leave entitlements.
- (b) To be eligible to transfer leave entitlements under (a) above, staff must cease work with their previous employer and commence work with the RTA:
 - (i) on the next working day, or
 - (ii) on the next day after a period of approved leave, providing that the staff member was accepted by the RTA before leaving their previous employer.
- (c) The value of transferred leave is based on the salary of the position that the staff member is appointed to at the RTA.
- (d) All continuous periods of service at the date of transfer are taken into account when determining entitlements for which a period of service is a condition of eligibility, such as maternity leave.
- (e) Staff may transfer sick leave from their previous employer.
- (f) Staff may transfer a maximum of 40 days annual leave from their previous employer. If an annual leave entitlement exceeds this amount then the staff member is required to receive payment for the excess from their previous employer.

12.6 Annual Leave

12.6.1 Rate of Accrual

- (a) Full-time staff accrue annual leave at the rate of one and two-third days per month from their date of appointment.
- (b) Staff are entitled to accrue five days additional annual leave per annum, accruing at the rate of five twelfths of a day per month if:
 - (i) they receive a Remote Area Allowance in accordance with clause 13.7 or
 - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah, Narrabri, or
 - (iii) they are employed as a six or seven-day continuous shift worker.
- (c) Staff do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

12.6.2 Payment for Annual Leave

- (a) Staff are entitled to be paid in advance for periods of approved annual leave.
- (b) Unless payment is requested in advance, payment is made in the ordinary salary cycle.
- (c) Staff entitled to accrue five days additional annual leave per annum in accordance with 12.6.1(b) can cash out the monetary value of the additional five days leave once in any twelve month period.

12.6.3 Payment of Leave Upon Cessation of Employment

- (a) When staff cease employment with the RTA, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.
- (c) Staff may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.
- (d) If (c) applies then:
 - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
 - (ii) the ordinary rate of pay will be increased by any increment which the staff member becomes eligible for during the period of annual leave, and
 - (iii) the final date of service is recognised as the final day of the annual leave taken.

12.6.4 Sick Leave While on Annual Leave

- (a) As per clause 12.9.1(g), staff who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.

- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.
- (c) Staff are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the staff member is retiring.

12.7 Extended Leave (Long Service Leave)

12.7.1 Extended Leave Entitlements

The right to extended leave is provided for by the Transport Administration Act 1988 (NSW) except as varied below.

12.7.2 Extended Leave Entitlements

- (a) Staff who have completed 10 years of continuous service with the RTA, (inclusive of service as recognised in accordance with paragraphs (f) and (g) below) are entitled to extended leave of 44 working days.
- (b) Staff may apply to take extended leave in the following ways:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days extended leave.
- (d) From 1 January 2005, staff who have completed at least 7 years of continuous service with the RTA, (inclusive of service as recognised in accordance with (f) and (g) below) are entitled to access the extended leave accrual indicated in (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Part-time staff or casual staff with a regular and consistent pattern of employment with the RTA are entitled to extended leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) All previous periods of full-time and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of extended leave, if the staff member is employed on a full-time or part-time basis with the RTA.
- (g) Permanent service with other NSW government bodies will also be recognised by the RTA in accordance with the Public Sector Employment and Management Act 2002 (NSW). Extended leave may also be transferred from Commonwealth and Government Departments from other States as provided in Schedule 3A of the Public Sector Employment and Management Act 2002 (NSW).
- (h) Nothing in paragraphs (f) or (g) above, entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as extended leave or paid out on termination.

12.7.3 Effect of Approved Leave Without Pay (LWOP) on Extended Leave Entitlements.

- (a) In determining whether a staff member has completed the required 10 years of service:
 - (i) Any period of approved LWOP taken before 13 December 1963, counts as service.
 - (ii) Any period of approved LWOP, not exceeding 6 months, taken after 13 December 1963, counts as service.
- (b) Where staff have completed 10 years continuous service with the RTA, (inclusive of service recognised in accordance with paragraphs 12.7.2(f) and 12.7.2 (g) above, approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) Military service (e.g. Army, Navy or Air Force);
 - (ii) Major interruptions to public transport; and
 - (iii) Periods on leave accepted as workers compensation leave.
- (c) For staff who have completed 10 years continuous service, (inclusive of service as recognised in accordance with paragraphs 12.7.2(e) and 12.7.2(f) above) any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

12.7.4 Payment and Taking of Extended Leave.

- (a) Subject to RTA approval, extended leave may be taken:
 - (i) At a time convenient to the RTA;
 - (ii) For a minimum period of one hour;
 - (iii) At full pay, half pay or double pay.
- (b) Staff who take extended leave at double pay:
 - (i) will have their extended leave balance debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) The additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable;
 - (iii) All leave entitlements will accrue based on the actual number of working days absent from work on extended leave.
- (c) Staff who take extended leave at half pay:
 - (i) Will have their extended leave balance debited at the rate of half the days/hours taken as extended leave;
 - (ii) Recreation leave entitlements will accrue at half the ordinary rate for the actual number of working days absent from work;
 - (iii) All other leave entitlements will accrue based on the actual number of working days absent from work on extended leave.

- (d) If a staff member's ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time or casual staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 years, whichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action the staff member becomes eligible for while absent on extended leave.
- (h) Staff who take extended leave whilst in service may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

12.7.5 Sick Leave While on Extended Leave.

- (a) As per clause 12.9.1(g) Staff are only entitled to claim sick leave that occurs during an absence on extended leave, when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a satisfactory medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the extended leave balance is re-credited with:
 - (i) the equivalent period of sick leave, if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance, if taking leave on a double pay basis.
- (d) If extended leave is taken at double pay, the RTA will recoup any allowance already paid for the period being claimed as sick leave.
- (e) These sick leave provisions apply if extended leave is taken prior to retirement but not to extended leave taken prior to resignation or termination of services.

12.7.6 Public Holidays While on Extended Leave.

- (a) The days set out in clause 18 of this award that fall while staff are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment due for the days set out in clause 18 of this award is calculated on the ordinary hours of work and paid at single time, even if the staff member has chosen to take extended leave at half-pay or double pay.

12.7.7 Payment or Transfer of Extended Leave on Termination.

- (a) Staff who are entitled to extended leave on termination of service, including retirement, will be paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For full-time staff, the payment is calculated at the substantive rate of pay on the last day of service.

- (c) For part-time or casual staff, the payment is calculated as per 12.7.4(e) above.
- (d) Staff who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with paragraphs (12.7.2(f) and 12.7.2(g) above), and their services are either terminated by the RTA for any reason other than serious and intentional misconduct; or by the staff member in writing on account of retirement, illness, or incapacity or domestic or other pressing necessity, the staff member is entitled to:
 - (i) 22 days of leave on full pay after five year's service, and
 - (ii) for service after five years and up to seven years, an additional amount of 4.4 days leave for each completed year of service.
- (e) In the event of (d) applying, any period of leave without pay taken does not count as service.
- (f) Staff who resign to join another Government Department, and 'transfer' as defined by Schedule 3A of the Public Sector Employment and Management Act 2002 (NSW) the Transferred Officers Extended Leave Act 1961 (NSW) are entitled to have their extended leave accrual accepted by the new employer.

12.8 Leave Without Pay

12.8.1 Approved Leave Without Pay

- (a) Staff may be granted leave without pay (LWOP):
 - (i) providing that good and sufficient reasons are shown for the leave,
 - (ii) up to a maximum of three years, providing that service has been satisfactory,
 - (iii) on a full-time or part-time basis,
 - (iv) commencing on the first working day after the staff member ceases work or at the expiration of paid leave, and
 - (v) ceasing on the day prior to the day on which the staff member resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that the RTA retains the right to:
 - (i) abolish any position on the grounds of redundancy,
 - (ii) require a staff member to relinquish a position, or
 - (iii) terminate the staff member's services, should circumstances during the absence, so require.

A decision made to abolish a position while a staff member is on LWOP does not mean that the staff member will be offered a voluntary redundancy. The RTA's policy and procedures on the management of displaced and excess staff will apply.
- (c) Staff may not take LWOP to engage in other employment unless the RTA is satisfied that the skills and experience gained from this other employment will provide the RTA with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.

- (e) Staff are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If staff obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Staff are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in clause 12.7.3.
- (i) A permanent appointment may be made to the staff member's position if:
 - (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) The staff member is advised of the RTA's proposal to permanently back fill their position; and
 - (iii) The staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (iv) The RTA advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The staff member does not cease to be employed by the RTA if their position is permanently backfilled.
- (l) Subclause 12.8.1(i) does not apply to full-time unpaid parental leave or to military leave.

12.8.2 Unauthorised Leave Without Pay

- (a) Staff who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, staff will not be paid for this period of absence.
- (b) Nothing in this clause prevents the RTA from taking disciplinary action against staff for unauthorised absences from work.

12.9 Sick Leave

12.9.1 Sick Leave General

- (a) Illness in this clause and in clause 12.9.2 to 12.9.4 means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (b) Subject to this clause and clause 12.9.4, a staff member absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to their manager in respect of the absence.
- (c) If the manager is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the manager:
 - (i) Shall grant to the staff member sick leave on full pay; and
 - (ii) May grant to the staff member, sick leave without pay if the staff member has exhausted their accrued sick leave entitlement.

- (d) The granting of paid or unpaid sick leave shall be subject to the employee:
 - (i) informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
 - (ii) providing evidence in accordance with this clause 12.9.1 and subject to the conditions in 12.9.4, which indicates the nature of the illness and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the RTA.
- (e) As a general practice, backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the RTA is satisfied that the reason for the absence is genuine.
- (f) Where, in the opinion of the RTA, a staff member exhibits a pattern of taking sick days immediately preceding or following weekends, rostered days off, accrued days off, flex days, public holidays or other planned absences from the workplace, the staff member may, at the discretion of the RTA, be required to provide a medical certificate for each further absence due to illness or injury. This will be managed under the RTA's Absence Management Program.
- (g) As per clauses 12.6.4 and 12.7.5, if a staff member who is absent on recreation leave or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness which occurred during the leave, the manager may, subject to the provisions of this clause, grant sick leave as follows:
 - (i) In respect of recreation leave, the period set out in the medical certificate;
 - (ii) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more; and
 - (iii) The manager has the discretion to accept other forms of evidence to satisfy that a staff member has a genuine illness.
- (h) Subclause 12.9.1(g) applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

12.9.2 Direction to Take Sick Leave

- (a) The RTA may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
 - (i) Is unable to carry out their duties without distress; or
 - (ii) Risks further impairment of their health by reporting for duty; or
 - (iii) Is a risk to the health, wellbeing or safety of other staff members, clients or members of the public.
- (b) The RTA may direct a staff member to participate in a return to work program, where necessary, depending on the nature of the illness and the period of absence on sick leave in order to assist the staff member to resume full duties.

12.9.3 Accrued Entitlements

- (a) Any staff member appointed from the date of this award will commence accruing sick leave in accordance with this clause immediately.
- (b) Staff members employed at the time of the award variation will accrue sick leave in accordance with this clause from 1 January 2010 onwards.
- (c) At the commencement of employment with the RTA, a full time staff member is granted an accrual of 5 days sick leave.
- (d) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (e) After the first year of service, the staff member shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (f) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Paid sick leave will not be granted during a period of leave without pay.
- (h) Paid sick leave which may be granted to a staff member in the first 4 months of service shall be limited to 5 days paid sick leave, unless the RTA approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

12.9.4 Absence Management Program

- (a) A staff member may absent themselves for a total of five working days due to illness without the provision of evidence of illness or injury. Staff who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness for each occasion absent for the balance of the calendar year. This will be managed under the RTA's Absence Management Program.
- (b) If the RTA is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest or an approved medical practitioner for advice.
 - (i) The type of leave granted to the staff member will be determined by the RTA based on this advice; and
 - (ii) If sick leave is not granted, the RTA will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (c) Staff who are on the Absence Management Program may not be offered overtime or may not be directed to work overtime.
- (d) Nothing in clause 12.9.1 to 12.9.4 removes the right of the RTA to request medical certificates for single day absences where required.

12.9.5 Special Sick Leave

- (a) Staff may be granted special sick leave if the following criteria are satisfied:
 - (i) ten or more years of service, and

- (ii) has been or will be absent for more than 3 months, and
 - (iii) has exhausted or will exhaust paid sick leave.
- (b) Special sick leave may be granted on the basis of one month for each ten years of completed service plus ten working days, less any additional special sick leave taken during service.

12.9.6 Additional Sick Leave for Staff with War-Caused Disabilities Leave

- (a) Staff with war-caused disabilities which have been accepted by the Department of Veterans' Affairs are entitled to additional sick leave.
- (b) The additional sick leave is 15 days per calendar year but is not cumulative. This additional grant is separate from the normal annual sick leave entitlement.
- (c) Injuries or illnesses resulting directly or indirectly from service in the armed forces but not in a war zone are not regarded as war caused disabilities for the purposes of this clause.

12.10 Maternity Leave

12.10.1 General

- (a) Maternity leave is available for female staff, (including those employed as casuals who have worked on a regular and systematic basis with the RTA for at least 12 months) to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) If a staff member has been granted maternity leave and their child is stillborn or dies shortly after birth, the staff member may choose to take maternity leave or sick leave.
- (c) If a pregnancy terminates and the staff member has applied for or been granted maternity leave, the staff member must advise the RTA of the date of the termination as soon as practicable.
- (d) If a staff member is on another form of leave and their child is born before the expected date of birth, the maternity leave commences from the date of the birth of the child.

12.10.2 Paid Maternity Leave

- (a) Staff who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of a child, are entitled to paid maternity leave at the ordinary rate of pay for:
 - (i) fourteen weeks at full pay; or
 - (ii) 28 weeks at half pay; or
 - (iii) a combination of the two options above; or
 - (iv) the period of leave actually taken, if a lesser period.
- (b) The equivalent pay for the period of leave in (a) above, can be requested as a lump sum that is paid in advance of starting maternity leave.
- (c) The lump sum payment will be made up to the maximum period indicated in (a).

- (d) Staff who request to be paid for maternity leave as a lump sum and then request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- (e) Staff who receive payment under this clause are not entitled to any payment under clause 12.12 Parental Leave.

12.10.3 Unpaid Maternity Leave

- (a) Staff are entitled to unpaid maternity leave on the following basis:
 - (i) up to nine weeks before the expected date of birth, and
 - (ii) up to 12 months after the actual date of birth of a child.
- (b) Staff may take approved, unpaid maternity leave after the date of birth on a:
 - (i) full-time basis for a period not exceeding 12 months; or
 - (ii) part-time basis for a period not exceeding 2 years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two years.
- (c) The RTA will not fail to re-engage regular casual employees because the employee is pregnant or the employee's spouse is pregnant or because the employee has been absent on maternity leave.
- (d) The rights of the RTA in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.11 Adoption leave

12.11.1 General

- (a) A staff member who is the primary carer of an adopted child is entitled to adoption leave. This entitlement also applies to casual staff who have worked with the RTA on a regular and systematic basis for at least 12 months.
- (b) Adoption leave commences on the date that custody of the child is taken, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- (c) Adoption leave may be approved as either paid or unpaid leave.

12.11.2 Paid Adoption Leave

- (a) Staff are entitled to paid adoption leave if they are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.
- (b) Paid adoption leave will be at the ordinary rate of pay for:
 - (i) fourteen weeks or;
 - (ii) 28 weeks at half pay or;
 - (iii) a combination of the two options above; or
 - (iv) the period of leave taken, whichever is the lesser period.

- (c) The equivalent pay for the period of leave in a) above can be requested, as a lump sum that is paid in advance of starting adoption leave.
- (d) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (e) Staff who have requested to be paid for adoption leave as a lump sum and then request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (f) Staff who receive payment under this clause are not entitled to payment under clause 12.12 Parental Leave.
- (g) If both parents are employed in the public sector, adoption leave will only be granted to one parent for each adoption.

12.11.3 Unpaid Adoption Leave

- (a) Staff are entitled to unpaid adoption leave for:
 - (i) a maximum period of 12 months if the child has not commenced school, or
 - (ii) a period, approved by the RTA, up to a maximum of 12 months, if the child has commenced school.
- (b) If approved unpaid adoption leave may be taken as:
 - (i) part-time for a period not exceeding two years or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two years.
- (c) The RTA will not fail to re-engage regular casual employees who are or who have been immediately absent on adoption leave. The rights of the RTA in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.12 Parental Leave

12.12.1 General

- (a) Staff who are not entitled to Maternity or Adoption Leave may be entitled to unpaid Parental Leave for a period of up to 12 months to enable them, as a parent, to share in the responsibility of caring for a child or children. This entitlement also applies to casual staff who have worked with the RTA on a regular and systematic basis for at least 12 months.
- (b) Staff who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector, are entitled to Paid Parental Leave of:
 - (i) One week at the full ordinary rate of pay or;
 - (ii) Two weeks at half the ordinary rate of pay.
- (c) The remainder of the requested leave will be unpaid.
- (d) Unless agreed to otherwise, the entitlement to Paid Parental Leave will be paid at the full ordinary pay for the first five days of approved leave as set out in 12.12.2 (a).

12.12.2 Taking of Parental Leave

- (a) Parental Leave approved by the RTA may be taken as:
 - (i) Short Parental Leave for an unbroken period of up to eight weeks at the time of the birth of a child or termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children.
 - (ii) Extended Parental Leave for a period not exceeding 12 months, less any Paid or Short Parental Leave already taken as outlined above.
- (b) Extended Parental Leave may commence at any time within two years from the date of birth of the child or the date of taking custody of the adopted child.
- (c) If approved, Extended Parental Leave may be taken:
 - (i) Full-time for a period not exceeding 12 months or;
 - (ii) Part-time over a period not exceeding two years or;
 - (iii) Partly full-time and partly part-time over a proportionate period of up to two years.
- (d) The RTA will not fail to re-engage a regular casual employee because the employee is or has been immediately absent on parental leave. The rights of the RTA in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.13 Communication during Maternity, Adoption and Parental Leave

- (a) Where staff are on maternity, adoption or parental leave and the RTA makes a definite decision to introduce significant change at the workplace, the RTA will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing maternity, adoption or parental leave.
- (b) Staff must take reasonable steps to inform the RTA about any significant matter that will affect the staff member's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part-time basis.
- (c) Staff must notify the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).

12.14 Rights of Request During Maternity, Adoption or Parental Leave

- (a) Staff who are entitled to maternity, adoption or parental leave may request that the RTA allow them:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age,
- to assist staff in reconciling work and parental responsibilities.

- (b) The RTA must consider any request made in accordance with paragraph (a) above, having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, the RTA may only refuse the request on reasonable grounds related to the effect on the workplace or the RTA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The staff member's request and the RTA's decision made under paragraph (a) must be recorded in writing.
- (d) Where a staff member wishes to make a request under paragraph (a) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which they are due to return to work from maternity, adoption or parental leave.

12.15 Subsequent period of Paid Maternity or Paid Adoption Leave

- (a) A staff member who is entitled to commence a subsequent period of Paid Maternity Leave or Paid Adoption Leave within 24 months of commencing an initial period of Paid Maternity Leave or Paid Adoption Leave will be paid:
 - (i) At the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At the rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - (iii) a rate based on the hours worked period to the subsequent period of leave where the employee has returned to work and not reduced their hours.

12.16 Resumption Of Work After Maternity, Adoption or Parental Leave

Staff who return to work immediately after the expiration of maternity, adoption or parental leave are entitled to be placed in:

- (a) the position they held immediately prior to the taking of leave, if the position still exists; or
- (b) another position for which they are qualified, subject to availability, if the position they held immediately prior to the taking of leave no longer exists.

12.17 Family and Community Service Leave

12.17.1 General

- (a) The RTA shall grant to a staff member some, or all, of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The RTA may also grant leave for the purposes in sub clause (c). Non emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Unplanned and emergency situations may include, but not be limited to, the following:
 - (i) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

- (iii) Emergency or weather conditions, such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (iv) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the RTA considers the granting of family and community service leave to be appropriate in a particular case;
- (c) Family and Community Service Leave may also be granted for:
- (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- (d) The definition of "family" or "relative" in this clause is the same as that provided in clause 12.18 Carer's Leave.

12.17.2 Entitlement to Family and Community Service Leave

- (a) Family and community service leave shall accrue as follows:
- (i) two and a half days in the staff member's first year of service;
 - (ii) two and a half days in the staff member's second year of service; and
 - (iii) one day for each completed year of service thereafter
- (b) If available family and community service leave is exhausted as a result of natural disasters, the RTA shall consider applications for additional family and community service leave, if some other emergency arises.
- (c) If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (d) If available family and community service leave is exhausted, in cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave may be granted in accordance with clause 12.18 Carer's Leave.
- (e) The RTA may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

12.17.3 Casual employee entitlements to unpaid bereavement leave

- (a) Casual staff are entitled to be unavailable to work, or may leave work, if a family member or relative as set out in subclause 12.18.3 dies.

- (b) Casual staff can be unavailable to work for up to 48 hours (two days work). However, the staff member and the RTA can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the staff member is absent from work or makes themselves unavailable to work.
- (c) Casual staff will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) The RTA may require staff to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death, which requires them to be unavailable to work.
- (e) The RTA will not fail to re-engage casual staff because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the RTA to otherwise engage or not engage casual staff are not affected.

12.18 Carer's Leave

12.18.1 General

- (a) Carer's Leave allows staff to use available paid sick leave, subject to approval by the RTA and the conditions outlined in this subclause, to provide care and support to a category of persons set out at clause 12.18.3 when these persons are suffering a sudden or short term illness.
- (b) Staff are entitled to carer's leave when:
 - (i) they have exhausted their entitlement to FACSL or are otherwise not entitled to FACSL, and
 - (ii) are the primary care-giver of the category of persons set out at clause 12.18.3.
- (c) The RTA may require the staff member to establish, by providing a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The staff member may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due, for the purpose of undertaking carer's responsibilities.

12.18.2 Taking of Carer's Leave

- (a) When staff are on carer's leave, sick leave shall be taken from the sick leave accumulated over the previous three years.
- (b) In special circumstances, staff may be granted additional sick leave from their sick leave entitlement accumulated during their employment.

12.18.3 Category of Persons Who Can Obtain Carer's Leave

Carer's Leave is available to enable staff to provide care and support to their ill:

- (a) spouse,
- (b) defacto spouse, being a person of the opposite sex who lives in the same house as them on a bona fide domestic basis, although they are not legally married,
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child),

- (d) parent (including a foster parent or legal guardian),
- (e) grandparent or grandchild,
- (f) sibling (including the sibling of a spouse or defacto spouse),
- (g) same sex partner whom the staff member lives with as a defacto partner on a bona fide domestic basis, or
- (h) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures, and
 - (ii) 'household' means a family group living in the same domestic dwelling.

12.18.4 Personal Carer's Leave Entitlement for Casual Employees

- (a) Casual staff are entitled to be unavailable to work, or may leave work, if they need to care for a person mentioned in subclause 12.18.3, who is sick and requires care and support, or who requires care due to an unexpected emergency, or birth of a child.
- (b) Casual staff are entitled to be unavailable to work for up to 48 hours (two days work). However, the staff member and the RTA can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the staff member is absent from work or makes themselves unavailable to work.
- (c) Casual staff will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) The RTA may require staff to establish, by providing a medical certificate or statutory declaration, the illness of the person concerned.
- (e) The RTA will not fail to re-engage casual staff because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the RTA to otherwise engage or not engage casual staff are not affected.

12.19 Special Leave

12.19.1 General

- (a) Staff may be granted special leave for activities which are not covered by other forms of leave.
- (b) The amount of leave granted will be dependent on the circumstances for which the staff member requires the leave and the length of service.

12.19.2 Granting of Special Leave

Staff may be granted access to special leave in a number circumstances. These include:

- (a) on transfer (in association with subclause 13.5.11);
- (b) when on jury service;
- (c) when subpoenaed or called as a witness by the Crown;
- (d) when acting as an emergency volunteer;

- (e) trade union activities and training up to a maximum of 12 days in any period of two years;
- (f) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board etc,;
- (g) participation in graduation ceremonies;
- (h) duties associated with holding official office in Local Government;
- (i) retirement seminars;
- (j) participation in naturalisation ceremonies;
- (k) donating bone marrow;
- (l) professional or learned societies conferences, etc; and
- (m) National Aborigine and Torres Strait Islander Day (NAIDOC).

12.20 Study Leave

- (a) Staff may be granted leave to undertake study.
- (b) The terms and conditions on which study leave may be granted are set out in the RTA's Study Leave Policy, as amended from time to time.
- (c) The RTA will consult with APESMA before making any changes to the Study Leave Policy.

12.21 Examination Leave

- (a) Staff may be granted leave to enable them to attend examinations in courses for which study leave has been approved.
- (b) The terms and conditions on which examination leave may be granted are set out in the RTA's Examination and Pre-Examination Leave Policy, as amended from time to time.
- (c) The RTA will consult with APESMA before making any changes to the Examination and Pre-Examination Leave Policy.

12.22 Military Leave

12.22.1 General

- (a) Staff who are members of the Australian Defence Forces are entitled to military leave every 12 months, commencing 1 July.
- (b) Military leave is approved at the ordinary rate of pay for the purpose of their attending compulsory training, education, instruction or parades.
- (c) Staff must provide evidence to the RTA from the commanding or responsible officer:
 - (i) before the event, certifying that their attendance at the event is necessary; and also
 - (ii) after the event, certifying the dates on which the staff member attended the event.
- (d) Unused military leave does not accumulate.

12.22.2 Entitlements

- (a) Staff who are members of:
 - (i) the Military and Naval Reserves are entitled to up to 24 working days military leave per year or
 - (ii) the Air Force Reserves, are entitled to up to 28 working days military leave per year.
- (b) Staff are entitled to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.
- (c) Staff are entitled to special leave for the minimum time necessary to travel to and/or from annual camp provided that:
 - (i) the travel is undertaken during a time when the staff member would normally be at work and
 - (ii) the staff member receives no pay from the Australian Defence Forces for the period granted as special leave.

12.23 Observance of Essential Religious or Cultural Obligations

- (a) Staff are entitled to annual leave, extended leave or leave without pay when they are of:
 - (i) any religious faith and seek leave for the purpose of observing essential religious obligations of that faith, or
 - (ii) any ethnic or cultural background and seek leave for the purpose of observing any essential cultural obligations.
- (b) Providing it is operationally convenient to release the staff member and adequate notice of the need for leave to observe essential religious or cultural obligations is given, the leave will be granted.
- (c) Staff who seek time off during daily working hours to attend to essential religious obligations of faith, will be granted time off, subject to the staff member:
 - (i) giving adequate notice,
 - (ii) obtaining prior approval, and
 - (iii) making up the time in the manner approved by the RTA.

13. Allowances

13.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
 - (i) a fraction of an hour less than 30 minutes is not taken into account.
 - (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

13.2 Meal Allowance and Meal Break While Travelling

13.2.1 Meal allowance and Break while travelling

- (a) Staff are entitled to claim a meal allowance when travelling on RTA business if they:
 - (i) return to their headquarters or place of residence on the same day;
 - (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur expense in obtaining the meal.
- (b) Staff shall receive meal allowances at the rates contained Table A, Other Allowances, and subject to the following provisions:
 - (i) Breakfast- the journey must have commenced before 6am and at least one hour before the staff member's normal starting time.
 - (ii) Lunch - when staff are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters. Staff whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall not be entitled to a lunch allowance.
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

13.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for staff who work overtime, is set out in clause 9.1.5 or 10.5.

13.3 Travelling and Lodging Allowance

13.3.1 General

- (a) If the RTA requires a staff member to proceed on work away from their normal headquarters and the staff member cannot return to their normal headquarters on the day of departure, and the staff member does not permanently change their headquarters:
 - (i) the RTA may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the staff member the appropriate meal allowance where the RTA does not provide a meal provided that where a suitable meal is not available because of the staff member's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid. Under any such arrangement, the RTA shall ensure that the accommodation so provided is reasonable and appropriate, having regard to the nature of the work assignment. Staff who stay in RTA-provided accommodation may receive an incidentals allowance as set out at Item 4 of Table A; or
 - (ii) where the RTA does not pay the accommodation provider directly, the staff member shall receive the appropriate rate of allowance for every period of 24 hours absence by the staff member from their residence; or
 - (iii) the staff member may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 4 of Table A.

- (b) Staff must obtain prior approval before making arrangements to stay in overnight accommodation.
- (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where staff are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Staff can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.
- (d) The Travelling allowance is calculated at the hourly rate of the relevant lodging allowance as set out at Item 3 of Table A
- (e) The lodging allowance is an allowance for overnight accommodation, meals and incidentals.
- (f) Staff who are required to stay in overnight accommodation and are paid the allowance set out at 13.3.1(a)(ii) are entitled to the rate for that region as set out at Item 3 of Table A. The allowance is reduced by 50% if the staff member remains in that region for more than 35 days and up to six months.
- (g) Lodging allowance is calculated from the time staff depart from:
 - (i) their normal headquarters, or
 - (ii) their normal place of permanent residence where they travel directly from there, or
 - (iii) another temporary work location.
- (h) Staff who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
- (i) Subject to (h) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, staff receive the rates based on the times of departure from each location. Methods for calculation of lodging allowance for staff travelling between different locations are set out in Appendix A.
- (j) Staff are not entitled to an allowance under clause 13.3 for:
 - (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure,
 - (ii) any period of leave, except with RTA approval or otherwise provided by clause 13.3, or
 - (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.
- (k) For the purposes of clause 13.3, 'Sydney' means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if staff are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
- (l) When staff return from a temporary work location after more than 35 days and less than six months' lodging they are paid travelling at the hourly rate of the relevant Lodgings

allowance as set in Item 3 of Table A. Travelling is calculated from the time the staff member departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.

- (m) If the lodging allowance is deemed insufficient to adequately reimburse staff for expenses properly and reasonably incurred, a further amount may be paid to the staff member for the additional expenses incurred; or
- (n) Staff must produce receipts to receive reimbursement for actual expenses unless the RTA is prepared to accept other evidence from them.
- (o) The new accommodation arrangements in this clause shall be implemented in consultation with APESMA. In the event of any dispute over the implementation of these changes the parties shall have recourse to the Commission under the disputes settlement procedure (clause 19).

13.3.2 Lodging in RTA-Provided Accommodation

- (a) Staff who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the RTA.
- (b) Where the RTA does not provide meals, staff are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Staff who stay in RTA-provided accommodation may receive an incidentals allowance as set out at Item 4 of Table A.

13.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If staff:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
 - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra),then claims for travel and lodging allowances are calculated according to (c) - (e) below.
- (b) Staff are entitled to the Travelling allowance set out in 13.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If staff have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 6 of Table A, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Table A. The allowance is calculated from the time of the staff member's departure to the temporary work location up until the time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday.

- (d) Where it is necessary to:
 - (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
 - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,staff are paid the reasonable actual cost, plus an amount set out at Item 4 of Table A.
- (e) When travelling to permanent residence/headquarters each week, staff are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If staff make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

13.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For staff who:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more; and
 - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in clause 13.3.3(a)(ii), to travel to their permanent residence at weekends,

the entitlement to return to permanent residence/headquarters is calculated as set out below.
- (b) If the distance between a temporary work location and the staff member's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then staff are entitled:
 - (i) if they have dependents, to return to their permanent residence every four weeks at the RTA's expense. Alternatively, staff may return to their permanent residence every two weeks and have half their costs met by the RTA.
 - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the RTA's expense. Alternatively, staff may return to their permanent residence every four weeks and have half their costs met by the RTA.
- (c) If the distance between a staff member's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that staff are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then staff are entitled:
 - (i) if they have dependants, to return to their permanent residence at the RTA's expense and take two days special leave (usually Friday and/or Monday) every four weeks,
 - (ii) if they do not have dependants, to return to their permanent residence at the RTA's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.
- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the RTA may provide staff with air transport.

- (e) If, in accordance with (b) and (c) above, staff return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and staff are paid travelling time as set out at clause 11.2.2(b).
- (f) When staff travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If staff make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

13.4 Use of Private Motor Vehicle

13.4.1 General

- (a) Unless otherwise specified in this Award, staff bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Staff may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the RTA than other forms of transport.
- (c) If staff have approval to use a private motor vehicle for work purposes, they must have current:
 - (i) third party personal injury insurance, and
 - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the RTA.

13.4.2 Rates, Allowances and Expenses

- (a) Staff who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Staff will be paid:
 - (i) the Specified Journey Rate, as set at Item 6 of Table A for travel to and from a temporary work location; or when on official business where an RTA vehicle or other forms of transport are available, but the staff member elects to use their own private vehicle, with the approval of the RTA. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport.
 - (ii) the Official Business Rate as set at Item 5 of Table A for using a private vehicle on official business when no other means of transport is available, where the staff member is directed to use their own vehicle by the RTA and the staff member agrees to do so.
 - (iii) the Official Business Rate as set at Item 5 of Table A if, owing to a disability, the staff member is unable to use other transport.

13.4.3 Private Use of RTA vehicles

- (a) Subject to management approval and the provisions of the RTA's Light Motor Vehicle Policy and Guidelines, staff may negotiate to include the private use of an RTA vehicle in a salary package arrangement.

- (b) Such arrangement will be subject to a motor vehicle being available from within the RTA motor vehicle fleet and the vehicle being made available for general use during business hours.

13.5 Conditions and Allowances on Transfer

13.5.1 General

- (a) Unless otherwise approved by the RTA, staff are not paid allowances if they transfer:
 - (i) at their own request within a period of 2 years of taking up duty at their current headquarters,
 - (ii) under arrangements they have made directly with another staff member to exchange positions,
 - (iii) to a new headquarters within 34km of their previous headquarters,
 - (iv) for reasons of proven misconduct.
- (b) Where both spouses are RTA officers and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred officers prior to relocating.

13.5.2 Travelling and Accommodation Allowance

- (a) Staff who are transferred from one headquarters to another are paid the travelling allowance set out at clause 13.3.1 until arriving at their new headquarters.
- (b) Staff who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
 - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at clause 13.3, for the first eight weeks,
 - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the staff member can produce receipts of the expenses claimed. Staff are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the staff member has receipts, minus the amount each week set out at Item 21 of Table A,
 - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks,
 - (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 9 of Table A.
- (c) Staff who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain RTA approval prior to the expiration of the above periods.
- (d) Where the RTA is not prepared, under clause 13.5.10, to meet the expense of transferring dependants, the staff member is paid the relevant accommodation allowances set out at clause 13.3.

- (e) If (b) and (c) above apply, then the staff member is entitled to the provisions for returning to permanent residence set out at clauses 13.3.3 and 13.3.4.

13.5.3 Sale and Purchase of Home When Transferred

- (a) Where a staff member is transferred and the RTA has agreed to meet the cost of relocating their dependants and possessions, the staff member is entitled to be reimbursed the costs associated with the sale of their current residence provided the staff member purchases a residence or land to build a home at the new location. The sale and purchase must occur:
 - (i) not earlier than 6 months prior to and no later than 4 years after the transfer, or
 - (ii) within a period not exceeding a further 4 years if the staff member is transferred again within the timeframe of (a).
- (b) This subclause also applies if a staff member sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

13.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 13.5.3 applies, then the staff member is to be reimbursed for the following expenses:
 - (i) professional costs and disbursements of a solicitor or conveyancing company acting on the staff member's behalf, in respect of transactions limited to Schedule 1 of the Conveyancing Act 1919 (NSW),
 - (ii) stamp duty paid in respect of the purchase of the staff member's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions,
 - (iii) registration of transfer and discharge of mortgage,
 - (iv) any real estate agent's commission for the sale of the former residence,
 - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the staff member has purchased a residence or land on which to build a home at the new headquarters. (The RTA may require the staff member to prove that reasonable efforts have been made to sell the former residence at a reasonable market price),
 - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence,
 - (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in 13.5.3(a) above is exceeded, the RTA will consider the staff member's circumstances and may require the staff member to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
- (c) The maximum amount staff are reimbursed for items in (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 9 of Table A.

- (d) To be eligible for reimbursement in full for the amount of stamp duty in (a)(ii) above, staff must occupy their residence within 15 months of transfer to their new location.

13.5.5 Telephone Connection

Staff will be reimbursed the cost of installing a telephone at their new location providing that:

- (a) they were a telephone subscriber at their previous residence at the time of transfer, and
- (b) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (c) Staff must provide receipts when claiming reimbursement.

13.5.6 Arrangement of Accommodation in Advance

- (a) If a staff member and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the staff member is entitled to:
 - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used,
 - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation,
 - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location, and
 - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the staff member and their family member, providing the staff member produces receipts, up to a maximum of the amount specified in clause 13.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, staff are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if staff have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, staff are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 6 of Table A.
- (d) Staff are not entitled to the conditions above if they intend to re-occupy their own home.

13.5.7 Weekly Allowance for Increased Rental Costs

- (a) Staff may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
 - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location,
 - (ii) up to a maximum of the amount set out at Item 11 of Table A per week, and

- (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

13.5.8 School Costs for Dependant Children

- (a) Where staff have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at the new location, they are entitled to reimbursement of up to the amount listed in Item 12(b) of Table A, provided that the staff member:
 - (i) pays the amount set at Item 12(a) of Table A, per week,
 - (ii) produces receipts of payment, and
 - (iii) produces a letter from the Department of Education stating that the elected subjects are not available at the new location.
- (b) Where dependant children change to a school at the new location, staff are entitled to reimbursement of the costs of replacing the essential school uniform listed below:

<p>Female Winter Uniforms</p> <p>1 hat 1 blazer 2 tunics 3 blouses 1 tie 3 pairs of stockings/socks 1 pair of gloves 1 pair of shoes 1 track suit or sports uniform (but not both) 1 jumper/cardigan 1 pair of sand shoes</p>	<p>Female Summer Uniforms</p> <p>3 blouses 2 tunics 3 pairs of stockings/socks</p>
<p>Male Winter Uniforms</p> <p>1 suit coat 2 pairs of winter trousers 1 tie 3 shirts 1 jumper/cardigan 3 pairs of socks 1 pair of shoes 1 tracksuit or sports uniform (but not both) 1 pair of sand shoes</p>	<p>Male Summer Uniforms</p> <p>3 shirts 2 pairs of trousers (short) 3 pairs of long socks.</p>

- (c) Staff may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

13.5.9 Transfer of Household Furniture and Effects

- (a) Staff who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
 - (i) where the value of the household furniture and effects is more than the amount set out at Item 8(a) of Table A, staff receive the allowance set out at Item 8(b) of Table A.

- (ii) where the value of the household furniture and effects is less than the amount set out at Item 8(a) of Table A, staff receive the allowance set out at Item 8(c) of Table A.
 - (iii) where staff change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, staff receive the amount set out at Item 8(d) of Table A.
- (b) Staff are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
 - (c) Prior to incurring the expense in (b), staff must submit a request to the RTA for approval to incur the expense, accompanied by:
 - (i) an inventory of the furniture and effects with their approximate value,
 - (ii) quotations from carriers for the cost of removal,
 - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
 - (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
 - (e) Staff who wish to extend the period of storage beyond eight weeks must obtain prior approval from the RTA.
 - (f) Staff must enter into a contract for the removal of furniture and effects because the RTA will not be responsible for any loss or damage to the furniture or effects in the course of removal.
 - (g) Staff are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 10 of Table A. Where the insured value exceeds this amount, the matter is to be referred to the RTA for consideration.

13.5.10 Transfer of Dependants

- (a) If staff transfer for the reasons set out in 13.5.1 (a)(i) or (ii) and special circumstances exist, upon application the RTA may choose to reimburse the entitlements set out below.
- (b) If staff are transferred for the reason set out in 13.5.1 (a) (iv), they are entitled to the provisions set out below.
- (c) When staff and their dependants travel to a new location, they are paid:
 - (i) the actual and necessary fares incurred by the most economical means of public transport available, or
 - (ii) the Official Business Rate as set out at Item 5 of Table A if staff choose to travel by private vehicle.
- (d) If staff travel during working hours they are entitled to travelling allowances as set out in clause 13.3. Any time spent in excess of the quickest practicable public surface route is:
 - (i) deducted from annual leave, or
 - (ii) approved as leave without pay.

- (e) Where it is necessary for staff to lodge their family or dependent relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.
- (f) If staff submit a receipt for joint accommodation costs for them and their family or dependent relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at clause 13.3.

13.5.11 Special Leave for Transferred Staff

- (a) Where staff are transferred in accordance with subclause 13.5.1, they are entitled to special leave of:
 - (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage,
 - (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

13.6 Removal expenses on Retirement, Redundancy or Death

- (a) If staff retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the RTA will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
 - (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters,
 - (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower, and
 - (iii) in the case of voluntary redundancy only, the staff member has not rejected an offer of redeployment.
- (b) Any separate claim made by the staff member's children or dependant relatives will be considered by the RTA provided that full particulars for the reason for special consideration are supplied.

13.7 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 13 of Table A and discussed in this clause are the rates payable per annum.
- (b) Staff whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Staff whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to staff whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning

Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.

- (e) Grade C Allowances will be paid to staff whose headquarters and residence are at Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yethong.
- (f) Staff will be paid the dependant rate, set out at Item 13 of Table A, if their dependants also reside in the defined remote area.

13.8 Fares Subsidy - Remote Areas

- (a) Staff who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the staff member takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and can not be carried over to enable a staff member to make two claims in the following year.
- (d) Staff who travel by public transport are paid the lesser of:
 - (i) actual costs, less the amount set out at Item 14(a) of Table A; or
 - (ii) up to a maximum of the amount set out at Item 14(b) of Table A for the staff member and their spouse/dependants; or
 - (iii) up to a maximum of the amount set out at Item 14(c) of Table A if the staff member does not have a spouse/dependants.
- (e) Where staff travel by private vehicle, they are paid:
 - (i) the Specified Journey Rate as set out at Item 6 of Table A; or
 - (ii) actual and reasonable costs in excess of the amount set out at Item 14(a) of Table A, whichever is the lesser, up to the maximum specified in 14(c) of Table A.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, staff are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

13.9 On-Call Allowance

- (a) Staff are paid an on-call allowance when directed to be on-call.
- (b) When on-call staff are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with management, and

- (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Staff who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Item 15 of Table A.
- (e) Staff who are on-call are not entitled to a disturbance allowance.

13.10 Disturbance Allowance

- (a) Staff may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Staff may be contacted to put into place emergency arrangements by contacting other staff to attend an incident or providing advice in response to an emergency situation.
- (b) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate
 - (ii) not paid if the staff member's salary exceeds the top step of Engineer Level 4.
- (c) The disturbance allowance is payable under the following arrangements:
 - (i) for workers on standard hours or flexitime, between the hours of 8.00 pm and 6.00 am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off,
 - (ii) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

13.11 Relieving in a Higher Grade

13.11.1 Higher Duties Allowance

- (a) If staff have approval to relieve in a higher graded position for one continuous period of five working days or more and are instructed to perform the whole of the duties of the position, they are paid the minimum salary of the higher graded position for the full period of relief.
- (b) Where, in any one period of relief, staff have approval to relieve in a higher graded position for five consecutive working days or more and do not perform the whole of the duties of the higher graded position they are paid a percentage, as determined by the RTA, of the minimum salary of the higher graded position.
- (c) A salary is not reduced when staff are directed to relieve in a lower graded position.
- (d) Staff who are entitled to a higher duties allowance will continue to be paid the allowance when they are absent for less than five consecutive working days (or equivalent for part-time staff).
- (e) Staff who have relieved for 12 months or more in a higher graded position and continue to relieve in that position are paid the allowance for all paid leave taken during the period of relief, after the first 12 months.

13.11.2 Higher Duties Allowance - Part-Time Arrangements

- (a) Staff relieving in a higher graded position whose position holder is either a part-time staff member or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-time staff relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

13.11.3 Incremental Progression

- (a) Staff relieving in a higher graded position for 12 months or more may progress, by payment of a personal allowance, to the next incremental step of the higher graded position, providing that the staff member has received 100 per cent of the higher duties allowance continuously during the previous 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment is delayed by a period of time corresponding to the period or periods of leave taken.
- (c) Where periods of relief in a higher graded position or positions are broken, the periods may be aggregated, irrespective of the nature of the work of the position(s). The aggregated periods are regarded as continuous service for the purpose of incremental progression within the position(s), provided that:
 - (i) only periods where the staff member's salary and the allowance of the higher position is greater than or equal to the salary of the new position are counted,
 - (ii) any period of leave during which the allowance was not paid is discounted, and
 - (iii) aggregation does not extend over any break in excess of six months.

14. Trade Union Activities and Union Membership Fees

14.1 General

Generally, staff who wish to undertake APESMA activities must do so outside their working hours and at their own expense. Activities include discussing APESMA business with APESMA members or attending APESMA meetings.

14.2 APESMA Delegate - Release from Work

- (a) APESMA delegates are entitled to be released from work for a reasonable amount of time to undertake any of the activities specified in clause 14.3 providing that there is no industrial action being undertaken in the RTA in relation to the matter being discussed.
- (b) Delegates who participate in industrial action in relation to the matter being discussed are regarded as being absent from work and are not entitled to any form of leave.

14.3 APESMA Delegate - on Duty Activities

- (a) APESMA delegates are entitled to be released from work to undertake the following activities:
 - (i) meetings with RTA management or management representatives,
 - (ii) meetings of the workplace Occupational Health and Safety (OH&S) Committee and participation in all official activities relating to the functions and responsibilities of elected

OH&S Committee members at a place of work as provided by the Occupational Health and Safety Act 2000 (NSW) and Regulations.

- (iii) giving evidence in court on behalf of the RTA,
- (iv) appearing as a witness before the Government and Related Employees Tribunal (GREAT),
- (v) representing APESMA before GREAT as an advocate or as a Tribunal Member,
- (vi) by agreement with management and where operational requirements allow, a reasonable amount of preparation time is to be provided before:
 - 1. meetings with management,
 - 2. disciplinary or grievance meetings when an APESMA member requires the presence of a union delegate.

(b) Time spent in these approved activities is considered time worked.

14.4 APESMA Delegate - Special Leave Activities

- (a) APESMA delegates are granted paid special leave to attend the following activities during ordinary working hours:
 - (i) annual or biennial conferences of APESMA,
 - (ii) meetings of APESMA's Executive, Committee of Management or Councils,
 - (iii) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions,
 - (iv) attendance at meetings of Unions NSW involving APESMA which requires their attendance,
 - (v) assisting APESMA's counsel or acting as APESMA's advocate,
 - (vi) giving evidence before an Industrial Tribunal as a witness for APESMA, and
 - (vii) reasonable travelling time to and from conferences or meetings in respect of the abovementioned activities.
- (b) Only in the circumstances listed below may special leave be granted to staff members undertaking trade union activities during their ordinary working hours. In these circumstances, the grant of special leave:
 - (i) Is at the convenience of the RTA;
 - (ii) Must be confined to a minimum of staff;
 - (iii) Is for the minimum necessary period;
 - (iv) Is only for union activities that cannot be undertaken outside of normal working hours;
 - (v) Is dependent upon an application having been made to the RTA in advance
 - (vi) Is not to incur liability to the RTA for expenses including but not limited to fares, overtime, travelling compensation, travelling and sustenance allowances and meal money;

- (vii) Is not to extend beyond the standard hours for the staff member for that day.

14.5 APESMA Delegate - Travelling and Other Costs

- (a) Where the RTA calls a meeting:
 - (i) APESMA delegates who are from offices located in regional NSW must make use of available technology to attend the meeting such as tele-conferencing or video-conferencing facilities;
 - (ii) Where teleconferencing or video-conferencing facilities are unavailable, or the RTA approves physical attendance at the meeting, APESMA delegates who are from offices located in regional NSW are to be paid travel and accommodation costs properly and reasonably incurred in accordance with clause 13.3;
 - (iii) APESMA delegates are entitled to have any leave previously granted for the day on which special leave or release from work subsequently applies to be re-credited. If the APESMA delegate is on a rostered day off, the RTA will consult with them to arrange an alternative rostered day off that is mutually convenient to both the RTA and the delegate;
 - (iv) APESMA delegates are not paid overtime, leave in lieu, shift penalties or other additional costs.
- (b) Except as specified in paragraph 14.5(a)(i), all travel and other costs incurred by staff in respect of APESMA activities must be paid by APESMA.

14.6 Loan of Services

- (a) Staff may perform work on a temporary basis at APESMA when it makes application to the RTA because:
 - (i) it needs their services, or
 - (ii) they are a member of the Executive or Council of APESMA and are required by APESMA to undertake a country tour.
- (b) When proceeding to work at APESMA, staff must complete a leave form in the usual manner which shows the reason for absence as "On loan to APESMA".
- (c) When performing work for APESMA, the following applies:
 - (i) the period of the loan counts for service in respect of all entitlements,
 - (ii) the staff member remains on the RTA's payroll,
 - (iii) if the staff member wishes to apply for leave whilst at APESMA they should make application for leave to the RTA in the usual manner, and
 - (iv) APESMA is required to meet all salary and other costs including superannuation.

14.7 Trade Union Training Courses

- (a) APESMA members may be granted special leave up to a maximum of 12 days in a period of two years to attend short trade union training courses or seminars which are conducted by or with support of the Trade Union Education Foundation or APESMA.
- (b) Staff are granted special leave, subject to the following:

- (i) operating requirements permit the granting of leave and the absence does not require employment of relief staff,
- (ii) payment is calculated at the base rate i.e. shift allowances, overtime, penalty rates etc are not included,
- (iii) staff meet their own expenses occurred in attending such training courses or seminars, e.g. fares, accommodation, meal costs etc,
- (iv) leave granted counts as service for all purposes,
- (v) special leave may include travelling time required during working hours to attend such courses or seminars, and
- (vi) leave applications must be accompanied by a statement from APESMA that it has nominated the staff member for a course or seminar.

14.8 Deduction Of Union Membership Fees

- (a) APESMA must provide the RTA with a schedule setting out APESMA membership fees payable by its members.
- (b) APESMA must advise the RTA of any changes to the amount of membership fees. Any variation to the schedule of APESMA fortnightly membership fees payable must be provided to the RTA at least one month in advance of the variation taking effect.
- (c) APESMA members can authorise the RTA to deduct their APESMA membership fees from their salary.
- (d) Monies so deducted from a salary must be forwarded to APESMA together with necessary information to enable APESMA to reconcile and credit subscriptions to the relevant membership account.
- (e) Unless the RTA and APESMA otherwise agree, APESMA membership fees will be deducted each salary period from the member's salary and forwarded to APESMA each salary period.

15. Clothing

15.1 Protective Clothing

- (a) Staff who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
- (b) Disciplinary action may be taken against staff who fail to comply with directions regarding the use of protective clothing, footwear or equipment.

16. Professional Development

16.1 Professional Development Opportunities

- (a) The Parties agree that all staff will continue to be provided with the maximum opportunities for professional development. This should occur as part of the work and development planning process.
- (b) The type of internal and external courses provided will be determined by consultation between APESMA and the RTA.

16.2 Professional Development

Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments, attendances at conferences, seminars or short term study courses which have been approved by the RTA and permission granted for the staff member to attend.

17. Salary Sacrifice Arrangements

17.1 General

- (a) Staff may voluntarily utilise part of their pre-tax salary on agreed salary sacrifice items, in accordance with applicable RTA policies.
- (b) The RTA agrees that salary sacrifice will be made available for appropriate items, including superannuation.
- (c) The RTA will make information available for Staff on the salary sacrifice options available to them.
- (d) No staff will be required to engage in salary sacrifice or prejudiced in their employment as a result of opting not to sacrifice salary.
- (e) All salary sacrifice opportunities and commitments are subject to the applicable tax law.

18. Public and Public Service Holidays

18.1 Public Holidays

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day proclaimed in the New South Wales Government Gazette as a public holiday for the State are to be observed as a public holiday without loss of pay.
- (b) Casual staff are not entitled to any payment while absent due to a public holiday.
- (c) Staff who are directed to work on a public holiday will be paid the rate set out in 10.2(c)(iii) for the time worked.
- (d) Public Holidays that occur during absences on approved leave are not deducted from the staff member's leave balance

18.2 Public Service Holiday

- (a) The public service holiday is to be observed on a working day between Christmas Day and New Year's Day as nominated by the Chief Executive, without loss of pay.
- (b) Casual staff are not entitled to any payment while absent due to a public service holiday.
- (c) Staff who are required to work on the Public Service holiday may take another working day in lieu between Christmas Day and New Year's Day.
- (d) Staff who are required to work on the Public Service holiday and cannot take another working day in lieu between Christmas Day and New Year's Day are entitled to:
 - (i) take time off in lieu as set out in 10.4; or
 - (ii) be paid the rate of double time and one-half for time worked on the Public Service holiday.

18.3 Local Public Holidays

Staff are entitled:

- (a) to observe a maximum of two gazetted local public holidays (or four half-days) per year without loss of pay;
- (b) to observe gazetted local public holidays providing that the staff member works in the local area on the working day before and the working day after a local public holiday; and
- (c) to the equivalent paid time off in the next roster period if rostered off on a local public holiday.
- (d) Staff who work on a local public holiday are entitled to:
 - (i) take time off in lieu as set out in 10.4; or
 - (ii) be paid at the rate of double time and one-half.

18.4 Entitlements For Part-Time Staff

- (a) In addition to the provisions of clauses 18.1, 18.2 and 18.3, staff who:
 - (i) usually work the day on which a public holiday falls are entitled to observe the public holiday and be paid their ordinary rate of pay;
 - (ii) do not usually work the day on which a public holiday falls are not entitled to be paid.
- (b) Staff who are directed to work on a Public Holiday or public service holiday will be paid as set out in 18.1 (c) for time worked.

19. Dispute Settlement and Grievance Procedures

19.1 General

The RTA and APESMA are committed to engaging in effective consultation, both formal and informal, on matters of mutual interest and concern, irrespective of whether or not these matters are likely to give rise to a dispute.

19.2 Dispute Settlement

19.2.1 Procedure

- (a) Where a dispute cannot be resolved at a local level, the matter must be referred to the Manager of the Industrial Relations Section or other nominated officer, who will then arrange for the matter to be discussed with APESMA.
- (b) Where a dispute cannot be settled at this level, the matter is to be referred to senior management.
- (c) If the matter remains unresolved, the matter may be referred to the NSW Industrial Relations Commission.
- (d) While the procedures in (a)-(c) are being followed, no stoppage of work or any other form of limitation of work will be applied.
- (e) APESMA reserves the right to vary the above procedure where a safety factor is involved.
- (f) Nothing in this clause shall limit the right of either APESMA or the RTA to refer any matter to the NSW Industrial Relations Commission.

19.3 Grievance Procedure

- (a) A grievance is a personal concern about work or the work environment for which staff seek hearing or resolution.
- (b) A grievance may, for example, relate to:
 - (i) allocation of work or development opportunities,
 - (ii) a perceived denial of an entitlement, or
 - (iii) suspected discrimination or harassment.
- (c) The RTA's grievance resolution policy and guidelines, as amended by the RTA from time to time, are to be followed when a grievance arises. The current grievance resolution policy is detailed in Appendix C.
- (d) While the policy, guidelines and procedures are being followed, normal work is to continue.

20. Anti-Discrimination

20.1 General

- (a) The parties to this award seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute settlement procedure prescribed in Clause 20 of this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful for staff to be victimised because they have made or may make or have been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation,
 - (ii) offering or providing junior rates of pay to persons under 21 years of age,
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW),
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon parties by the *Anti-Discrimination Act 1977* (NSW).
- (f) Staff and the RTA may also be subject to Commonwealth anti- discrimination legislation.
- (g) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides: "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the

doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

21. Occupational Health and Safety

21.1 General

- (a) The RTA and staff will seek to comply with the NSW Occupational Health and Safety Act 2000 at all times.
- (b) All staff will take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.
- (c) For further details, staff should refer to the RTA's policy and guidelines in the Occupational Health and Safety Manual.

22. Secure Employment

22.1 General

The RTA will take all reasonable steps to provide staff with secure employment by maximising the number of permanent positions in the RTA, in particular by ensuring all casual employees have the opportunity to elect to become full-time or part-time employees.

22.2 Casual Conversion

- (a) Casual staff who have had regular and systematic employment during a period of six months, have the right to elect to have their ongoing contract of employment converted to permanent full-time or part-time employment, if their employment is going to continue beyond the six months.
- (b) The RTA will give staff notice in writing of the provisions of this subclause within four weeks of them having attained six months of regular and systematic employment. Staff will retain their right of election to permanent full-time or part-time employment under this subclause if the RTA fails to comply with this notice requirement.
- (c) Upon receiving notice from the RTA under paragraph (b), or after the expiry of four weeks for the RTA to give such notice, staff may give four weeks notice in writing to the RTA stating that they seek to elect to convert an ongoing contract of employment to full-time or part-time employment. Within four weeks of the RTA receiving such notice, the RTA will either consent to or refuse the election, but will not unreasonably refuse. If the RTA refuses the election to convert, the reasons for doing so will be fully stated and discussed with the staff member, and a genuine attempt will be made to reach an agreement. Any dispute about a refusal of an election to convert to an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) If staff do not, within four weeks of receiving written notice from the RTA, elect to convert their ongoing contract of employment to full-time or part-time employment, will be deemed to have elected against any such conversion.
- (e) Staff who elect to become and have been converted to a full-time employee or a part-time employee may only revert to casual employment by written agreement with the RTA.
- (f) Staff who elect to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (c), must, in accordance with this paragraph, and subject to paragraph (c), discuss with the RTA and agree upon whether the staff member will convert to full-time or part-time employment.

- (g) If it is agreed that the staff member will become a part-time employee, the RTA and staff member must agree upon the number of hours and the pattern of hours that will be worked consistent with any other part-time employment provisions of this award pursuant to a part-time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).
- (h) Provided that the staff member has worked on a full-time basis throughout the period of their casual employment, the staff member has the right to elect to convert their contract of employment to full-time employment.
- (i) Staff who have worked on a part-time basis during the period of casual employment have the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed to between the staff member and the RTA.
- (j) Following an agreement being reached pursuant to paragraph (f), the casual staff member will convert to full-time or part-time employment. If there is any dispute about the arrangements for converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (k) Staff will not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

22.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions will apply;
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises must do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required by such employees to perform their job safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause b) is intended to affect or detract from any obligation or responsibility upon labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

22.4 Disputes Regarding the Application of this Clause

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

22.5 Application

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

23. No Extra Claims

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

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

24. Negotiation of Next Award

The parties agree to begin negotiations for a new award six months prior to the expiration of this award.

PART B**Table. A - Other Allowances**

Item No.	Description	Amount (\$)	Source
1.	Meal Allowance on Overtime Breakfast Lunch Evening Meal	25.80 25.80 25.80	HR Circular (ATO Determination)
2.	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (4)below) Breakfast Lunch Evening Meal 'Tier 2' Country Centres & 'Elsewhere' (refer to (4)below) Breakfast Lunch Evening Meal	23.10 25.90 44.50 20.65 23.60 40.65	HR Circular (ATO Determination)
3.	Lodgings Location Capital Cities Sydney Adelaide Brisbane Canberra Darwin Hobart Melbourne Perth	Per Day (\$) 293.35 267.35 311.35 255.35 282.35 227.35 283.35 274.35	HR Circular (ATO Determination)

	High Cost Country Centres		
	Gold Coast (Qld)	245.35	
	Newcastle	242.85	
	Maitland	221.85	
	Port Macquarie	225.35	
	Wagga Wagga	227.85	
	Tier 2 Country Centres (NSW)		
	Bathurst	208.75	
	Broken Hill	208.75	
	Dubbo	208.75	
	Orange	208.75	
	Wollongong	208.75	
	All other Country Centres (NSW)		
	Elsewhere	193.75	
4.	Incidentals allowance (all locations)	16.85/day	HR Circular (ATO Determination)
5.	Official Business Rate:		
	Over 2,601cc	0.75/km	HR Circular from (DPC Circular - CPI)
	1,1601-2,600cc	0.74/km	
	Under 1600cc	0.63/km	
6.	Specified Journey Rate		HR Circular (Expenses/ Allowances Policy)
	Over 2,601cc	0.30/km	
	1,1601-2,600cc	0.296/km	
	Under 1600cc	0.252/km	
7.	Maximum allowance for staff separated from dependants	254/week	Relocation Expenses 10.3.11 (TECA)
8.	Allowance for removal of furniture		Relocation Expenses - Policy 10.3.5 (TECA)
(a)	Value of furniture	7037	
(b)	If value of furniture more than amount in 8(a) staff receive	1126	
(c)	If value of furniture less than amount in 8(a), staff receive	563.00	
(d)	If the household effects are less than a substantial portion of what constitutes normal household furniture, furnishings and fitting, staff are not eligible and shall receive	281.00	
9.	Max purchase price of home on which reimbursement of expenses is based	520,000.00	Relocation Expenses Policy (TECA)
10.	Maximum value of furniture and effects on which risk insurance is paid	38,000.00	Relocation Expenses Policy 10.3.4 (TECA)

11.	Rental subsidy: Max amount of allowance to offset increased costs	51.00	Relocation Expenses Policy 103.13 (TECA)
12. (a) (b)	Board and lodging of children: Staff member to pay first RTA pays up to a maximum of:	27/week 56/week	Relocation Expenses Policy 10.3.9 (TECA)
13.	Remote areas allowance (with dependants) A B C	1750.00 2322.00 3100.00	HR Circular Expenses/Allowances Policy 10.2.15
	Remote areas allowance (without dependants) A B C	1221.00 1627.00 2171.00	(DPC Circular, CPI)
14(a) Or 14(b) Or 14(c)	Fares subsidy for climatic area - actual cost less Maximum amount for officer with spouse/dependents Maximum amount for officer without spouse/dependents	43.15 289.00 142.70	HR Circular
15.	On call allowance	66.00 per day Mon - Fri 100.00 per day - Sat, Sun, P. Hol	Per HR Circular
16.	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals:	16.85/week	Re-location Expenses Policy 10.3.011

**Movements in the allowances referred to above will be increased from time to time in accordance with the corresponding source document from a date notified by the RTA. For the avoidance of doubt nothing in this Award incorporates the source document into the Award.

APPENDIX A

Calculation. of Overnight Expenses

General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the staff member arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

Examples

1. Travel to a Single Destination

A staff member travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The staff member departs Grafton at 6.00am and arrives back at their permanent residence at 6.00 pm the following day.

Calculation of expenses

Staff are entitled to claim 1 day 12 hours at the Sydney expense rate.

2. Travel itinerary involving overnight stays at a number of locations

A staff member travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and
1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12pm) and travel back to Sydney (5pm).

APPENDIX B

Professional Engineers Salary Scale

Salary Scale Engineering grade/level		2.5% increase operative first full pay period on or after 1 July 2011 ***
Cadet engineer level 1		35,345
Cadet engineer level 2		37,385
Cadet engineer level 3		39,664
Cadet engineer level 4		42,171
Cadet engineer level 5		45,428
Cadet engineer level 6		45,896
GRAD Program Engineer	1	64,875
GRAD Program Engineer	2	66,972
GRAD Program Engineer	3	68,180
Engineer Level 1	1	75,755
Engineer Level 1	2	78,430
Engineer Level 1	3	79,951
Engineer Level 1	4	83,231
Engineer Level 1	5	86,607
Engineer Level 1	6	89,313
Engineer Level 2	1	93,420
Engineer Level 2	2	96,106
Engineer Level 2	3	100,430

Engineer Level 3	1	102,964
Engineer Level 3	2	107,026
Engineer Level 3	3	112,523
Engineer Level 4	1	116,002
Engineer Level 4	2	121,050
Engineer Level 4	3	123,774
Engineer Level 5	1	131,016
Engineer Level 5	2	134,844
Engineer Level 5	3	139,556
Engineer Level 6	1	143,722
Engineer Level 6	2	147,444
Engineer Level 6	3	154,510

*** All salaries in this table include 1.35% annual leave loading

APPENDIX C

Grievance. Resolution

Policy:

The Authority's grievance resolution policy provides a system for handling internal grievances which:

recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response;

encourages appropriate behaviour in the workplace; and

raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers and supervisors have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first. Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

Coverage:	All staff.
Delegation:	Supervisor.
Enquiries:	Human Resources Managers
File number:	CHN I&E 90/2235

Guidelines:

Definitions

Grievant

The staff member who raises the grievance is referred to as the grievant. For each grievance there may be one or more grievants.

Respondent

The staff member who is alleged to have acted unfairly or in a discriminatory manner or is alleged to be the instigator of the cause of the grievance is referred to as the respondent. There may be more than one respondent in any one grievance situation.

Grievance Advisers

The role of a grievance adviser is to listen to a grievance, offer advice and clarify the facts of the matter in order to assist the grievant to decide upon appropriate action. The grievance adviser may also participate in any discussions or mediation as a support person but not as an advocate for the grievant. The grievance adviser does not have responsibility for resolving grievances through action or decision. This responsibility rests with the appropriate supervisor or manager.

Staff members holding the following positions within the Authority have been nominated as grievance advisers to provide individuals with greater flexibility in seeking advice on any work-related problem:

Human Resources Managers

EEO Manager

Spokeswomen

Women's Liaison Officer

Director of Affirmative Action

Grievance Contact Persons

General Principles of Grievance Resolution

These grievance resolution guidelines are based on the following general principles:

staff involved in grievance resolution should have access to training;

whenever possible, the immediate supervisor or manager should be informed, in the first instance, of the grievance so that appropriate action can be taken;

staff members must have an appropriate degree of choice about whom to approach with a grievance and desirably, have a choice of actions;

grievances can be raised either orally or in writing;

grievances are to be resolved as promptly as practicable;

where a grievance necessarily requires time for investigation, an initial response advising of proposed action is to be made to the grievant within two days of the grievance being notified. The investigation is to be completed within a reasonable time-frame (usually no longer than four weeks);

all functional managers will handle grievances with understanding, care and consideration;

the rights of every person involved are protected;

the grievant has control of the resolution process, except in certain cases, such as, where the Authority may be liable or criminal charges may be laid;

other staff may become involved in grievance resolution as and when required or in order to provide specialised assistance or to meet the special needs of EEO target group members;

the confidentiality and the integrity of every person involved will be maintained;

victimisation of any person involved is totally unacceptable; and

wherever possible, resolution should be determined in a way that is satisfactory to those involved, and most importantly to the grievant.

Interpreters

Language and sign interpreters are available, and should be used where necessary, at any stage of the grievance process. Only professional interpreters should be used in order to minimise risks to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person, eg. a friend or colleague, a minimum amount of information to identify that a complaint is being made should be heard. The non-professional interpreter may then only continue to play a part as a support person if requested to do so by the grievant.

External Referral Sources

Staff members have the right to choose whether to use the internal grievance mechanism or an external body. They may approach either or both at any time during the course of the grievance. Sources of external assistance are not necessarily limited to those listed below which are included as a guide only.

Associations/Unions

Anti-Discrimination Board of NSW

Government and Related Employees Appeal Tribunal (GREAT)

Industrial Commission

Ombudsman

Privacy Committee of NSW

If a staff member approaches an external body during the course of a grievance, the Authority should be advised.

Protection

A grievant is protected against any action for defamation by the defence of qualified privilege, provided the grievance is raised in accordance with these established procedures and does not intentionally make a malicious or substantially frivolous complaint.

Any staff member who carries out grievance resolution in accordance with established procedures, or is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that they:

act in accordance with these established procedures;

are not actuated by malice; and

do not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

The grievant should not publish or make information concerning the grievance available to persons who have no legitimate interest in receiving it.

Documentation

Resolution of grievances should be handled as simply as possible. Informal notes should be brief, factual and avoid personal opinions. All parties involved should be given the opportunity to sight and endorse all material, which should be kept confidential and separate to personal files. Where the grievance is settled informally within the Authority, the documentation should be destroyed on settlement. If an external body is used for a formal settlement, the documentation should be kept for 5 years.

Notations are not to be made on personal files unless a disciplinary charge has been found proved, in which case the results of the charge should only be placed on the personal file of the person charged.

Training

Training courses specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in the resolution of grievances as possible.

Grievance Resolution

A grievance should only be regarded as satisfactorily resolved where the outcome is fair having regard to:

any damage and suffering sustained;

the prognosis for the future; and

improvement of the immediate circumstances which gave rise to the grievance.

The resolution to a grievance must be lawful.

In some cases a final determination may be reached which does not fully resolve the grievance, or there is no possible action which can be taken but the parties accept this.

A grievance is also considered concluded although not resolved when a grievant chooses to withdraw.

In terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated, having regard to any damage or suffering sustained by the grievant, and the potential for future problems.

Appeal Right

Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision. This appeal right does not in any way diminish a staff member's right to seek the assistance or representation of their trade union or association in the matter.

Procedures:

Any manager, supervisor or grievance adviser consulted by a grievant should:

listen and be sympathetic to any distress exhibited by the grievant;

be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance;

clarify the facts of the grievance;

if acting as grievance adviser, offer counsel and advice and refer the grievant to an appropriate functional manager. Normally this would be the grievant's immediate supervisor or manager unless there

is good reason for the referral to be made to a more senior manager. Examples of the latter might be where the immediate supervisor/manager is absent or is the respondent;

if supervisor or manager, take appropriate steps to investigate and resolve the grievance;

ensure the confidentiality and protection of all parties involved;

wherever possible, take account of the grievant's wishes for the process of resolution;

ensure the right of the respondent to be heard before any decision is made; and

if resolution is not possible, conclude the grievance by advising the grievant of the reasons, the right of appeal and external options.

D.W. RITCHIE, Commissioner

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(318)

SERIAL C7657

**PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(Nos. IRC 1159 and 1195 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Table 1, Allowances, from Part B of the award published 27 March 2009 (367 I.G. 891) and insert in lieu the following:

PART B

Table 1 - Allowances

Item No.	Clause No.	Description	Rate from 1.7.2011 \$
1	6	In charge Allowance	29.70
2	11(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty	32.40
		On-call allowance per on-call period which coincides with a rostered day off per week	64.80
			226.70
4	16(ii)	Uniform and Laundry Allowance	
		- Full uniform including special shoes if required	2.30
		- Other cases	1.70

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (MEDICAL OFFICERS) AWARDINDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(Nos. IRC 1196 and 1237 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Table 1, Allowances and Other Rates, from Part B of the award published 24 April 2009 (367 I.G. 1300) and insert in lieu the following:

Table 1 - Allowances and Other Rates

Item No.	Clause No.	Description	Rate from 1.7.2011 \$
1	5	In charge Allowance	17.20
2	11(ii)	Meal Allowance for overtime (a) Breakfast at or before 6.00 a.m. (b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m. (c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	25.80 25.80 25.80
3	12(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty On-call allowance per on-call period which coincides with a rostered day off per week	13.40 26.90 94.00
4	21(ii)	Uniform and Laundry Allowance Full uniform including special shoes if required Other cases	2.30 1.70

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(1889)

SERIAL C7662**PUBLIC HOSPITAL MEDICAL PHYSICISTS (STATE) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1194 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

- Delete Part B, of the award published 15 May 2009 (367 I.G. 1870) and insert in lieu thereof the following:

PART B**Table 1 - Salary Rates for Accredited Medical Physicists**

Year of Service / Level	Rates from 1.7.2011 2.5% \$
Medical Physics Registrar	
Year 1	58,192
Year 2	64,660
Year 3	71,130
Year 4	77,598
Year 5	84,054
Medical Physics Specialist	
Year 1	96,992
Year 2	109,929
Year 3	122,853
Year 4	135,790
Year 5	148,715
Senior Medical Physics Specialist	
Year 1	155,184
Year 2	161,653
Year 3	168,121
Year 4	174,590
Principal Medical Physics Specialist	
Year 1	181,046
Director Medical Physics Specialist	
Level 1	181,046
Level 2	190,109
Level 3	200,451

Table 2 - Salary Rates for Non-Accredited Medical Physicists

Year of Service / Level	Rates from 1.7.2011 2.5% \$
Medical Physics Registrar	
Year 1	58,192
Year 2	64,660
Year 3	71,130
Year 4	77,598
Year 5	84,054
Medical Physics Specialist (-10%) *	
Year 1	87,292
Year 2	98,935
Year 3	110,568
Year 4	122,211
Year 5	133,842
Senior Medical Physics Specialist (-4%) #	
Year 1	148,977
Year 2	155,186
Year 3	161,395
Year 4	167,605
Principal Medical Physics Specialist (-3%) ≠	
Year 1	175,613
Director Medical Physics Specialist (-3%) ≠	
Level 1	175,613
Level 2	184,406
Level 3	194,437
Note:	* Reduced by 10%
	# Reduced by 4%
	≠ Reduced by 3%

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(566)

SERIAL C7666

PUBLIC HOSPITAL PROFESSIONAL ENGINEERS' (BIO-MEDICAL ENGINEERS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1236 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Table 1, On-Call Rates, of the award published 24 April 2009 (367 I.G. 1334) and insert in lieu thereof the following:

Table 1 - On-call Rates

Item No.	Clause No.	Description	Rate from 1.7.2011 \$
1	4	On-call allowance Per on-call period per week	7.48 37.40

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(1321)

SERIAL C7654

PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1189 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Part B Monetary Rates of the award published 24 April 2009 (367 I.G. 1338), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2011 2.5% \$
Residential Services Assistant	
1st year of service	862.60
2nd year of service	879.80
3rd year of service	896.90
4th year of service	918.00
5th year of service	934.70

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF)
CONDITIONS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by HSUeast, Industrial Organisation of Employees.

(No. IRC 1191 of 2011)

Before The Honourable Justice Boland, President
The Honourable Justice Haylen
Commissioner Connor

27 September 2011

VARIATION

1. Delete Part B Monetary Rates of the award published 24 April 2009 (367 I.G. 1365), and insert in lieu thereof the following:

PART B

Table 1 - Rates and Allowances

Item No.	Clause No.	Description	Rate from 1.7.2011 \$
1	4 (i)	Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc (see clause 4(i))	3.40 p/week
2	4 (ii)	Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc. (see clause 4(ii))	6.80 p/week
3	10(ii)(a)	Breakfast Allowance	23.60
4	10(ii)(b)	Evening Meal Allowance	23.60
5	10(ii)(c)	Luncheon Allowance	23.60
6	19(i)(c)	Uniform Allowance (per week)	1.30
7	19(i)(d)	Laundry Allowance (per week)	2.60
8	8a(iv)	On Call (per period)	7.80
		On-Call (per week)	38.40

2. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

R. P. BOLAND *J, President.*
W. R. HAYLEN *J.*
P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

STAFF SPECIALISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. IRC 1158 of 2011)

Before The Honourable Justice Boland, President

25 August 2011

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1. Title

This Award shall be known as the Staff Specialists (State) Award.

2. Definitions

"Award" means the Staff Specialists (State) Award.

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

"Entitlements" means entitlements pursuant to this Award as varied from time to time.

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

"Health System" means the Public Health System of New South Wales.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Normal Duties" means clinical, teaching, research, administrative, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Part Time Working Arrangement" means an agreement between a Staff Specialist and the Employer for the Staff Specialist to provide his/her services on a part time employment basis pursuant to Clause 13 of this Award.

"Performance Agreement" is an agreement in accordance with the provisions of clause 12 of this Award.

"Postgraduate Fellow" means an employee who has completed postgraduate medical training but who has not yet been appointed as a specialist/senior specialist and who occupies a position classified as Postgraduate Fellow.

"Practice" means clinical, administrative, teaching, research, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Public Health Organisation" is as defined in section 7 of the Health Services Act 1997.

"Salary " means the salary set out in Part B, Schedule 1 to this Award as varied from time to time by Clause 5 of this Award.

"Staff Specialist" means a Specialist, Senior Specialist and Post Graduate Fellow (except where specifically excluded) employed on either a full time or a part time basis.

"Specialist" means a person appointed to a position of Specialist by the Employer. To be eligible for appointment a specialist must be a person who: -

- (a) holds a medical qualification that is registrable in New South Wales; and
- (b) after full registration has spent not less than five years in the practice of medicine in New South Wales in the Health System or in any other institution, whether in New South Wales or elsewhere, deemed by the Employer to be of equivalent standing; and
- (c) inclusive within the period described in (b) above has spent not less than three years in supervised specialist training and/or experience; and
- (d)
 - (i) has obtained a Fellowship of a recognised Australasian Specialist College (see Part C Schedule 2 for list of recognised Australasian Specialist Colleges); or
 - (ii) has proof of recognition as a specialist by the Specialists Recognition Advisory Committee; or
 - (iii) has conditional registration with the NSW Medical Board as an overseas-trained specialists (not including conditional registration as a general practitioner; or
 - (iv) does not have a qualification recognised under (i) (ii) or (iii) above, but has obtained an appropriate higher qualification in his/her specialty acceptable to the Employer after consideration by the Medical and Dental Advisory Committee of the Employer.
- (e) Any decision made by the Employer in determining whether any person is eligible to be appointed as a specialist shall not contravene any applicable provision of the *Anti-Discrimination Act 1977*

Notwithstanding the provisions of subclause (d) above, Staff Specialists who are paid pursuant to this Award (or an Enterprise Agreement) in place immediately before the commencement of this Award will continue to be recognised as Staff Specialists for the purpose of this Award.

"Senior Specialist" means a person who:

- (a) has been employed by the Employer on the maximum salary provided by this Award or the Award for a Specialist for a period of at least three years; and/or
- (b) has gained such experience and attained such ability in his/her specialty which is acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the employer to justify appointment to the classification; and
- (c) is appointed to a position having such duties and responsibilities as are deemed by the Employer to require the services of a Senior Specialist.

3. Issue Resolution

- (a) All parties must:
 - (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and individual Staff Specialists; and
 - (ii) abide by the procedures set out in this Clause to resolve any issue which might arise; and
 - (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this Clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Award.

- (c) The following procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (d) Any issue must be discussed in the first instance by the Staff Specialist and his or her immediate supervisor.
- (e) If the issue is not resolved within a reasonable time it must be referred by the Staff Specialist's immediate supervisor to the Chief Executive (however called) of the relevant Public Health Organisation (or his or her nominee). Discussions at this level must take place and be concluded within a reasonable time or such extended period as may be agreed.
- (f) If the issue remains unresolved the Staff Specialist may request the Federation to then confer with the Chief Executive of the Public Health Organisation or his/her nominee. The conclusions reached by those representatives must be reported to the parties involved in the grievance/dispute within a reasonable time or such extended period as may be agreed.
- (g) If these procedures are exhausted without the issue being resolved, either party may seek to have the matter mediated by an agreed third party being:
 - (i) by way of preference, a person who is not employed as a Staff Specialist by the Employer and who has a knowledge of Staff Specialist arrangements, including this Award; or
 - (ii) a suitably qualified mediator.If the matter remains unresolved either party may then refer the matter to the Director-General of the NSW Department of Health, or refer the matter in accordance with the provisions of the *Industrial Relations Act 1996* (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.
- (h) The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed. Unless agreed otherwise by the parties, the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practice in place:
 - (i) immediately before the issue arose; or
 - (ii) immediately before any change was made to those procedures or practices which caused the issue to arise.
- (i) The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (j) Throughout all stages of these procedures adequate records must be kept of all discussions.

4. Normal Duties

Part A - General

- (a) Normal Duties will be worked for:
 - (i) Not less than 40 hours per week; or
 - (ii) 10 sessions per week over five days per week.
- (b) The Normal Duties hours set out in (a) above may be averaged over

- (i) four days per week; or
 - (ii) a longer roster period
- as agreed between the Staff Specialist and the Employer, and specified in the Staff Specialist's performance agreement.
- (c)
 - (i) With the exception of Staff Specialists working in accordance with paragraph (d) below, Normal Duties will be worked within the span of hours of 7.00 am to 6.00 pm Monday to Friday inclusive.
 - (ii) Where Normal Duties hours are averaged over a roster period longer than 1 week as provided for in (b) above, Normal Duties may be worked Monday to Sunday inclusive.
 - (d) Shift Work
 - (i) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award may be required to undertake shiftwork as part of their Normal Duties as specified in (a) or (b) above. This shiftwork may comprise day or evening shifts.
 - (ii) For Staff Specialists working shift work, Normal Duties will be worked within the span of hours of 7.00 am to midnight Monday to Sunday inclusive;
 - (iii) For Staff Specialists who undertake shiftwork, the normal rostered duties hours will be paid at ordinary time plus the appropriate penalty rate:
 - hours worked between 6.00 pm and midnight Monday to Friday - 12.5%;
 - hours worked between 7.00 am and midnight Saturday - 50%;
 - hours worked between 7.00 am and midnight Sunday - 75%; and
 - all hours worked on Public Holidays - 150%.

The penalty rate will be calculated on the Staff Specialist's salary as set in Part B Schedule 1 Rates of Pay of this Award plus the Special Allowance and Level 1 Private Practice Allowance specified in the Salaried Senior Medical Practitioners Determination, as varied from time to time.
 - (iv) Additional specialties or categories may be included in Part C Schedule 3 to this Award from time to time by agreement between the Federation and the Director-General of the NSW Department of Health. If agreement cannot be reached, either party may make application to the Industrial Relations Commission for a variation to Part C Schedule 3.
 - (e) Staff Specialists will be available for reasonable on call and recall duties outside of Normal Duties.

Part B - Normal Duties Roster Changes

- (a) When developing rosters for Normal Duties in accordance with the provisions of Clause 4, Normal Duties of the Award, the Employer will ensure that:
 - (i) Staff specialists are consulted and regard is to be given to any family, carer or other personal and professional concerns and responsibilities identified by the staff specialist to ensure, where practicable, that the staff specialist is not adversely affected and that alternative arrangements can be made if possible (eg change of child care or outside practice arrangements); and

- (ii) the principal outcome of changes to rosters is to maximise the effective delivery of clinical services by ensuring that senior medical staff are rostered to work Normal Duties at times and at places that most effectively meet the service delivery needs and operational requirements; and
 - (iii) rosters identify the general nature of the work to be performed on each shift (clinical/direct patient care, administrative, teaching, research or quality improvement) and the facility at which the shift is to be worked.
- (b) On call rosters and responsibilities should align with Normal Duties roster days wherever practicable.
 - (c) Wherever practicable, the usual pattern of Normal Duties will be consistent from one roster period to the next.
 - (d) Notice Periods
 - (i) Wherever possible, the following notice periods will apply to changes to the Normal Duties roster:
 - 3 months notice of an ongoing change; or
 - 1 months notice of short-term change (eg to cover a planned absence or one-off event);
 - (ii) These provisions do not prevent the Employer from varying the roster of Normal Duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
 - (e) Shifts are to be shared equally amongst the staff specialists unless otherwise agreed.

Part C - Transition Arrangements for Implementation of Clause 4 Normal Duties

- (a) Staff Specialists employed at the time of making this Award will continue to work in accordance with the rostering arrangements in place at that time for a period of 6 months, unless a shorter transitional period is agreed between the Employer and Staff Specialists.
- (b) During this 6-month period, the Employer and Staff Specialists will work co-operatively to review the existing Normal Duties rostering arrangements and, where necessary, develop new Normal Duties rosters in accordance with the principles set out in the Normal Duties Roster Changes clause.

5. Salary

- (a) A full time Staff Specialist will be paid the salary as set out in Schedule 1 of Part B Monetary Rates of this Award.
- (b) A Postgraduate Fellow will be paid the salary as set out in Schedule 1 Part B Monetary Rates of this Award.
- (c) A Staff Specialist will progress to the next incremental step on the anniversary date of his/her commencement as a Staff Specialist pursuant to Clause 2, Definitions.
- (d) This clause does not preclude the Employer, at the Employer's sole discretion:
 - (i) initially appointing a Staff Specialist to a higher step within the Staff Specialist range; or
 - (ii) accelerating a Staff Specialist through the steps within the Staff Specialist range irrespective of the length service.

Such accelerated progression does not include the Senior Specialist rate, which can only be accessed by appointment to a Senior Specialist position, in accordance with the definition in Clause 2 of this Award.

- (e) The weekly rate will be ascertained by dividing the annual salary by 52.17857.
- (f) The hourly rate for calculation of penalty rates will be 1/40th of the weekly rate.
- (g) Except as provided for elsewhere in this Award and other relevant industrial instruments, the salary set out in Part B Schedule 1, Rates of Pay of this Award will be full compensation for all aspects and hours of work.

6. Salary Sacrifice - Definition

For the purposes of Clauses 7, 8, 9, 10 "salary sacrifice" means the reduction in legally payable salary and allowances in exchange for benefits provided by the Employer.

7. Salary Sacrifice

In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.

- (a) Subject to the other provisions of this clause, Staff Specialists may salary sacrifice from the range of benefits the Director-General of the NSW Department of Health and Federation agree upon from time to time.
- (b) Salary sacrifice arrangements must be formalized by an agreement between the Staff Specialist and the employer.
- (c) The salary sacrifice agreement must be prospective, that is, the agreement must be made prior to the commencement of the period of service to which the earnings relate.
- (d) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed.
- (e) The fringe benefits tax on the benefits chosen by the Staff Specialist that would have been payable except for the public hospital fringe benefit exemption status, will be calculated for each Staff Specialist who enters into a salary sacrifice arrangement. This amount will be divided equally between the Employer and the Staff Specialist.
- (f) Any fringe benefits tax applicable to the benefits packaged by a Staff Specialist will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (g) The administration cost of each salary sacrifice agreement will be shared equally by the Employer and the participating Staff Specialist. The Staff Specialist's share will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (h) Subject to Clause 9, the total amount sacrificed in any salary sacrifice agreement may be up to 100% of the Staff Specialist's superannuable salary.
- (i) Any allowance, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this award or applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this award.
- (j) Any pre-tax or post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. Such payroll deductions may include but are not limited to

superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.

8. Salary Sacrifice for Superannuation

- (a) In this clause ‘superannuable salary’ means the Staff Specialist’s salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, ‘superannuable salary’ means the Staff Specialist’s salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist’s election to have contributions made to a non public sector superannuation scheme.
- (b) Consistent with the provisions of clause 7, Salary Sacrifice, a Staff Specialist may elect, subject to the agreement of the Staff Specialist’s employer, to sacrifice a part or all of his/her superannuable salary to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. Subject to Clause 9, the amount sacrificed may be up to 100% of the superannuable salary.
- (c) Where the Staff Specialist has elected to sacrifice a part or all of that superannuable salary to additional employer superannuation contributions:
- (i) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist’s remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (ii) Any allowance, payment for unused leave entitlements, weekly workers’ compensation, or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this award or any applicable Act or statute which is expressed to be determined by reference to a Staff Specialist’s salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this award.
- (d) The Staff Specialist may elect to have the amount of superannuable salary which is sacrificed to additional superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (ii) subject to the employer’s agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where a Staff Specialist elects to salary sacrifice in terms of subclause (d) above, the employer will pay the specified amount into the relevant superannuation fund.
- (f) Where the Staff Specialist is a member of a superannuation scheme established under:
- (i) the *Police Regulation (Superannuation) Act, 1906*;
 - (ii) the *Superannuation Act, 1916*;
 - (iii) the *State Authorities Superannuation Act, 1987*;
 - (iv) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (v) the *First State Superannuation Act, 1992*.

The Staff Specialist's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the Staff Specialist's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (g) Where, prior to electing to sacrifice a part or all of his/her superannuable salary to superannuation, a Staff Specialist had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the superannuable salary to the same extent as applied before the Staff Specialist sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.
- (h) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.

9. Limitation on the Amount to be Sacrificed

If a Staff Specialist sacrifices under both Clauses 7 and 8, the total amount to be sacrificed may be up to 100% of the superannuable salary.

10. Exclusions

For the individuals named in Part C Schedule 1 to this Award, the provisions of Clauses 6, 7, and 9 will be applied with certain modifications, while they remain in the positions they occupy as at 22 October 1999. The details of the modifications are set out in Schedule 1 of Part C, Other Matters of this Award. Those individuals who move to new positions or who elect to be removed from Schedule 1, Part C Other Matters will be entitled to the provisions of Clauses 6, 7, and 9 without modification and will have no right of reversion to the previous provisions.

11. Managerial Allowance

- (a) It is an expectation that a certain level of management responsibility is an essential part of the duties of a Staff Specialist.
- (b) In addition to the salaries prescribed by this Award, a Staff Specialist required by the Employer to undertake additional responsibilities specifically associated with the management of a unit, department or service shall be paid an additional allowance as set out in Schedule 2 of Part B to this Award.
- (c) To be eligible for payment of this allowance, the additional management responsibilities will include direct line responsibility for a unit, department or service and involvement in a number of, but not necessarily all, of the following:
 - (i) cost centre management including budget preparation and management of allocated budget
 - (ii) participation in planning and policy development
 - (iii) responsibility for the co-ordination of research, training or teaching programs
 - (iv) membership and participation in senior executive management teams
- (d) The Managerial Allowance at the Level 1 rate is payable to Staff Specialists who satisfy the criteria in (c) and who are specifically required by the Employer to undertake these additional managerial responsibilities. It is expected that a Staff Specialist receiving a Level 1 allowance will as a minimum perform human resource management responsibilities which include the direct supervision of staff (including other Staff Specialists, Career Medical Officers and Junior Medical Officers where staff from these classifications are in the unit, service or department being managed), allocation of duties, approval of staff rosters, implementation of the provisions of Clause 12 Performance Agreement in respect of

other Staff Specialists in the unit, service or department being managed, monitoring of hours worked and other performance management matters. It is also expected that a Staff Specialist receiving a Level 1 allowance will be responsible for ensuring that quality improvement and clinical governance activities are implemented.

- (e) The Managerial Allowance at the Level 2 rate is payable to those Staff Specialists satisfying the criteria in (c) and (d) who, in the assessment of the Employer, have significant additional managerial responsibilities involving multiple units, services or departments, eg. Divisional responsibility.
- (f) The Managerial Allowance at the Level 3 rate is payable to those Staff Specialists who, in addition to satisfying the criteria in (e), have a level of managerial responsibility deemed by the Employer to require an allowance at the Level 3 rate, eg. Area-wide responsibility. It is recognised that managerial responsibilities at this level may not involve the duties at a Department or unit level outlined in (d).
- (g) The Managerial Allowances are not cumulative and are only payable for the period in which the Staff Specialist has been allocated the additional managerial responsibilities by the Employer.
- (h) Managerial allowances may be withdrawn with one month's notice by the Employer if it determines that it no longer requires the Staff Specialist to undertake the relevant managerial responsibilities. This subclause does not apply to Staff Specialists who have been appointed to a position where the managerial duties for which the allowance is paid are an intrinsic part of the substantive position.
- (i) The Managerial Allowances shall be paid during paid absences on approved leave, on termination of employment including voluntary redundancy (on the basis of pro rata the annual amount for each week of paid leave) and for superannuation.
- (j) The Employer may direct a Staff Specialist, as a condition of receiving the managerial allowance, to attend training intended to support and improve management skills and competencies.

12. Performance Agreement

- (a) Each full time and part time Staff Specialist will have a written annual Performance Agreement developed jointly by the Staff Specialist and his/her designated supervisor and signed by the Chief Executive (however called) of the relevant Public Health Organisation or his or her nominee. The standard format to be used for performance agreements is annexed to this Award.
- (b) The Performance Agreement will be developed and completed within one month of the offer of a draft performance agreement. A Staff Specialist who at the time of making of this Award does not have a written Performance Agreement, will develop and complete a Performance Agreement within one month of the offer of a draft performance agreement.
- (c) In the event that agreement is not reached within a further 2 weeks, the matter must be resolved in accordance with the provisions of Clause 3, Issues Resolution of this Award.
- (d) The Staff Specialist and his/her designated supervisor will jointly review the Staff Specialist's performance under the Performance Agreement once in each 12 month period. Each review is to include an evaluation of the Staff Specialist's level of achievement of any specified service improvement objectives which are agreed between the Staff Specialist and his/her supervisor.
- (e) A Performance Agreement will include, but not necessarily be limited to, the following:

Details of the time and place that the normal duties are to be worked.

The nature of work to be performed during normal duties, (whether that is clinical, teaching, administrative, research, quality improvement or other activities).

The anticipated on call frequency and roster.

Any specific call back requirements.

Private billing expectations for Level 1 Staff Specialists.

Any agreement on the amount of time that the Staff Specialist will be released from Normal Duties eg to undertake college and other professional association activities.

Where appropriate, any financial, activity targets or health targets.

Specific commitments and standards from the Employer for the provision of clinical support, including staff, equipment, facilities and billing.

Expectations in respect of management responsibilities, quality improvement and clinical governance activities, post graduate and undergraduate teaching activities, continuing education, research, health outcomes.

Any part time working arrangement in accordance with clause 13 of this Award or outside practice approvals in accordance with clause 15 of this Award.

- (f) The parties agree that clinical, research, teaching, administrative, quality improvement and managerial duties are important aspects of the Normal Duties of a staff specialist. The allocation of time to perform these duties will form part of the performance agreement process and be reviewed as part of the performance agreement review process.

13. Part Time Employment and Arrangements

- (a) Staff Specialists covered by this Award may, with the approval of the Employer, work part-time with the Employer by entering into a written Part Time Working Arrangement which may be varied from time to time by agreement.
- (b) The minimum period of work under a part time working arrangement is 0.1 full time equivalent (FTE).
- (c) Part time Working Arrangements can either be on an on-going basis or for a fixed term (with subsequent return to full time hours for permanent Staff Specialists). The type of working arrangement must be specified in the Part time Working Arrangement and if the arrangement is for a fixed term, then the period of time must also be specified.
- (d) Transfer from an on-going Part Time Working Arrangement to full time employment, or early termination of a fixed term Part time Working Arrangement (with consequential return to full time employment for permanent Staff Specialists) must be by agreement between the Staff Specialist and the Employer and recorded in writing.
- (e) A Staff Specialist employed under a Part Time Agreement pursuant to this Clause will be entitled to accrue all entitlements including salary on a proportionate basis to a Staff Specialist employed on a full time basis.
- (f) A Staff Specialist who works pursuant to a Part Time Agreement will progress to the next incremental step every 12 months from the date of the Staff Specialists commencement of employment, provided the work performed by the Staff Specialist extraneous to the Part Time Agreement is commensurate with the experience of a full-time Staff Specialist and is acceptable to the Employer. This subclause does not preclude accelerated progression.
- (g) Staff Specialists employed pursuant to a Part Time Working Arrangement must participate in the on-call roster to a reasonable extent. The on-call obligations of part time Staff Specialists will be, wherever practicable, aligned to the part time Staff Specialist's normal duties.
- (h) In determining reasonable on-call rosters for part time Staff Specialists, consideration should be given to the level of on-call participation applicable to full time and part time Staff Specialists on the same on-call roster.

- (i) A Staff Specialist is required to provide a minimum notice period of three months when requesting the Employer's approval to reduce from full time to part time employment, or to reduce a fractional appointment. The Employer may consider a lesser period of notice of the request where pressing personal circumstances apply.

14. Work Location

- (a) Subject to the provisions of this clause, a Staff Specialist may be required by the Employer to work at any of the hospitals, institutions or other health services conducted by the relevant public health organisation.
- (b) Before a requirement under subclause (a) above is made, the Employer will ensure that:
 - (i) the Staff Specialist is consulted in regard to the proposal to require work at another location;
 - (ii) the duties are consistent with the Staff Specialist's area of specialty, expertise and seniority and the Labour Flexibility clause of this Award;
 - (iii) the travel requirements are reasonable having regard to:
 - (1) the number of work locations,
 - (2) the frequency of attendance at each work location
 - (3) the distance of those work locations from the Staff Specialist's place of residence at the time the Staff Specialist accepted his/her offer of appointment as a Staff Specialist and
 - (4) the travelling time normally involved in attending the place of work at the time of making this award
 - (iv) while it is generally expected that Staff Specialists will not be required to provide services at more than two locations, in particular specialties, geographic circumstances or networking arrangements, Staff Specialists may be required to provide services at more than two locations;
 - (v) a Staff Specialist required to work at another location will have access to the same parking arrangements as those provided to other Staff Specialists at that location and shall be reimbursed by the Employer for any additional parking fees or road tolls paid as a consequence of working at more than one location;
 - (vi) where on call duties are rostered, the Staff Specialist is capable of returning to the workplace within a reasonable timeframe for an emergency call back (a change of the Staff Specialist's place of residence does not exempt the Staff Specialist from the on call obligations established at the time of his or her appointment or the obligations in place at the time of the making of this Award);
 - (vii) wherever practicable, on-call obligations are aligned to the Staff Specialist's normal duties. There shall be no additional on call obligations placed upon a Staff Specialist by reason of any requirement arising from this clause. In determining on-call rosters, consideration should be given to the level of on-call participation of other Staff Specialists on the same on-call roster;
 - (viii) the letter of appointment and/or the performance agreement will specify the locations where the Staff Specialist will be required to provide services. Where the Employer requires a Staff Specialist to commence work at an additional location not specified in the letter of appointment/annual performance agreement, the Employer will give 3 months notice;
 - (ix) regard is given to any family, carer or other personal responsibilities identified by the Staff Specialist so as to minimise any potential adverse impacts on those responsibilities;

- (x) a Staff Specialist required to work at another location will not be financially disadvantaged in regard to drawings, accounting fees for partnerships and reimbursement of medical indemnity payments made from the No.1 Account, as a result of any such requirement;
- (xi) the relevant factors for determining financial disadvantage will be:
 - (1) Drawings - percentage of maximum drawings paid to the Staff Specialist averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect;
 - (2) Accounting fees for partnerships - the accounting fees for partnerships reimbursement received by or paid on behalf of the Staff Specialist, relative to her/his partnership share, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect; and
 - (3) Medical indemnity payments - percentage of indemnity reimbursement received by or paid on behalf of the staff specialist relative to the amount claimed where any differential is as a result of insufficient funds available in the No.1 Account, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect.

Where financial disadvantage occurs in relation to drawings, accounting fees for partnerships and medical indemnity reimbursement in accordance with these comparators, the Employer will provide supplementary funding to fully alleviate the financial disadvantage.

The supplementary funding, when provided, will be for an initial period of five years. At the conclusion of the five year period, the supplementary funding may be continued by approval of the Director-General of the NSW Department of Health.

- (xii) adequate resources are made available to the Staff Specialist at the additional work location;
 - (xiii) the next annual performance review process will be the means of determining whether non-clinical time should be changed as a result of the requirement to work at another location;
 - (xiv) reporting lines are clearly specified for each location at which the Staff Specialist is required to work;
 - (xv) the requirement for a staff specialist to work at another location will not impose an unreasonable workload on the staff specialists remaining at the primary work location.
- (c) In the event that a Staff Specialist is required to work at an additional location and the Staff Specialist contends that the requirement is unreasonable and/or would have a harsh or unfair impact, the Staff Specialist may invoke the Issue Resolution clause of this Award.
 - (d) These arrangements in no way proscribe the Employer's capacity to direct a Staff Specialist to temporarily work at a location other than the Staff Specialist's primary work location or locations where there is an emergency situation, subject to the Employer considering any personal circumstances that may be raised by the Staff Specialist.

15. Outside Practice and Other Business Activities

- (a) A full time Staff Specialist must seek the Employer's approval to engage in medical practice, paid employment or other business activities otherwise than with the Employer.

- (b) Any such approval must be in writing, may be time limited, and must not conflict with the Staff Specialist's commitments to the Employer or obligations under the Code of Conduct issued by the Department of Health as varied from time to time.
- (c) Details of the proposed outside practice commitments, including the location, employer (if any), working times, duration of work, and any on-call commitments must be included in the request for approval.
- (d) Part time staff specialists must notify the Employer of any outside practice (including services provided for another public health organisation or Division of the NSW Health Service). Where the Employer has identified a conflict of interest, or a significant risk of a conflict of interest or conflict with the employer's duty of care arising, and the staff member refuses to cease, or to make necessary adjustments to, his or her outside practice, the Employer may take action to resolve the conflict consistent with any applicable Departmental policies and the Code of Conduct as varied from time to time.
- (e) Subject to any commercial arrangement, a Staff Specialist is not to use any of the Employer's staff or property for activities associated with any outside practice they may undertake.
- (f) No outside practice is to be performed by a Staff Specialist during the span of hours designated for the performance of normal duties as applicable to him or her.

16. Postgraduate Fellow

- (a) Appointment as a post-graduate fellow will be limited to one year with eligibility for re-appointment on an annual basis for a maximum of 3 years unless there is specific agreement between the individual and the Employer for a lesser period.
- (b) Remuneration will be as outlined in Schedule 1 of Part B Monetary Rates of this Award.
- (c) Post-graduate fellows will be entitled to all other provisions of this Award as if they were appointed as a Staff Specialist, except for salary.

17. Annual Leave and Annual Leave Loading

A. Annual Leave

- (a) All Staff Specialists shall be allowed 5 weeks annual leave on full pay in respect of each 12 months service with the Employer plus 1 day on full pay in respect of each public holiday occurring within the period of such leave.
- (b) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award and who are required to work on Sundays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each shift so worked as follows:
 - if 30 or more Sunday shifts have been worked - one week;
 - if less than 30 have been worked - leave proportionately calculated on the basis of 40 hours leave for 30 such shifts worked.
- (c) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to the annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the Employer and the Staff Specialist be postponed for a further period not exceeding 6 months.
- (d) If the Staff Specialist and the Employer so agree, the annual leave or any such separate period may be taken wholly or partly in advance, before the Staff Specialist has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not

commence to accrue until the expiration of the 12 months in respect of which the annual leave or part thereof has been so taken.

- (e) Except as provided by this clause, payment shall not be made by the Employer to a Staff Specialist in lieu of any annual leave or part thereof nor shall any such payment be accepted by the Staff Specialist.
- (f) Subject to the provisions of the New South Wales Annual Holidays Act 1944, the Staff Specialist and the Employer should determine a mutually agreeable date from which annual leave is to be taken and unforeseen circumstances excepted, agreement should be reached two months prior to the commencement of the annual leave.
- (g) The Employer shall pay each Staff Specialist before entering upon annual leave his/her salary for the period of leave if requested by the Staff Specialist, otherwise, the payment will be made in the usual pay period.
- (h) Where the employment of a Staff Specialist is terminated, the Staff Specialist shall be entitled to receive proportionate payment for each completed month of service at the salary which such Staff Specialist is entitled under this Award.
- (i) Where the annual holiday under this clause or any part thereof has been taken in advance by a Staff Specialist pursuant to subclause (d) of this clause, and
 - (i) the employment of the Staff Specialist terminates before he/she has completed the year of employment in respect of which such annual holiday or any part was taken; and
 - (ii) the sum paid by the Employer to the Staff Specialist as ordinary pay for the annual holiday or any part so taken in advance exceeds the sum which the Employer is required to pay to the Staff Specialist under subclause (g) of this clause;

the Employer shall not be liable to make any payment to the Staff Specialist under the said subclause (g), and shall be entitled to deduct the amount of such excess from any remuneration payable to the Staff Specialist upon the termination of the employment.

B. Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties

- (a) Staff Specialists who become entitled to and take annual leave pursuant to Part A of this clause, shall be paid ordinary salary plus either:
 - (i) an annual leave loading in respect of that entitlement equivalent to 17.5% of four weeks ordinary salary, not exceeding the amount equivalent to 17.5% of four weeks ordinary salary for maximum salary of Clerk Grade 12 under the provisions of the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award as varied from time to time; or
 - (ii) in the case of a Staff Specialist employed in a specialty or category specified in Part C Schedule 3 to this Award who would have earned shift allowances and/or weekend penalties in excess of the amount of annual leave loading indicated in subclause (a) (i) above, had he/she not taken annual leave; those shift allowances and weekend penalties relating to the ordinary time the Staff Specialist would have earned had he/she not taken annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (b) In respect of a Staff Specialist who becomes entitled to take annual leave pursuant to subclause (a) of Part B of this clause, and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subclause (a) (i) of Part B of this clause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the

broken period of annual leave, not exceeding the maximum amount calculated for the same broken period, is to be paid to the Staff Specialist in addition to ordinary salary for the period.

- (c) In respect of a Staff Specialist employed in a specialty or category specified in Part C Schedule 3 of this Award, who becomes entitled to take annual leave pursuant to Part A of this clause, and who takes that annual leave in broken periods, the entitlement to annual leave loading and the maximum amount are to be calculated in the same way as indicated in subclause (b) of Part B of this clause, for the period of annual leave being taken compared with the ordinary time shift allowances and weekend penalties the Staff Specialist would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the Staff Specialist in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in subclauses (a) (b) and (c) of Part B of this clause are to be calculated and paid at the same time as the annual leave is paid.
- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except provided for in subclause (f) of Part B of this clause), and excludes allowances, penalty or disability rates, commission, bonuses or incentive payments etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to a Staff Specialist who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken wholly or partly in advance. Staff specialists employed in a specialty or category specified in Part C Schedule 3 of this Award already paid ordinary time shift allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid annual leave loading under this subclause.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to a Staff Specialist who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement).
- (h) Upon retirement of a Staff Specialist or upon termination by the Employer of a Staff Specialist for any reason other than misconduct, the Staff Specialist shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays pursuant to subclause (b) of Part A of this clause, no annual leave loading is payable. Staff specialists employed in a specialty or category specified in Part C Schedule 3 of this Award are to be paid, in addition to ordinary salary for such annual leave period/s the ordinary time shift allowances and weekend penalties the Staff Specialist would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave).

18. Long Service Leave

- (a) Entitlement and Accrual
 - (i) After service for 7 years or more but not more than 10 years, a Staff Specialist is entitled to Long Service Leave, proportionate to his or her length of service, calculated at the rate of 2 months on full pay for 10 years served.

- (ii) After service for more than 10 years, a Staff Specialist is entitled to Long Service Leave under subclause (i) above in respect of the first 10 years and additional long service leave, proportionate to his or her length of service, calculated at the rate of 5 months on full pay for each 10 years served after the first 10 years.
- (b) Definition of Service
- (i) For the purposes of this clause:
 - (1) service shall mean continuous service with the Employer (as defined by this Award),
 - (2) continuous service shall have the same meaning as in section 3 of Schedule 3A of the *Public Sector Employment and Management Act 2002*,
 - (3) prior government service will be recognised in accordance with the provisions outlined in Schedule 3A of the *Public Sector Employment and Management Act 2002*.
 - (ii) Broken periods of service with the Employer in one or more public health organisations shall count as service.
 - (iii) Service shall not include any period of leave without pay except in the case of Staff Specialists who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding 6 months taken after 22 August 1972.
- (c) Taking Long Service Leave
- (i) A staff specialist with an entitlement to long service leave may elect to access such entitlement:
 - (1) on full pay;
 - (2) on half pay; or
 - (3) on double pay.
 - (ii) When a Staff Specialist takes long service leave, the leave entitlement will be deducted on the following basis:
 - (1) a period of leave on full pay - the number of days so taken;
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - twice the number of days so taken.
 - (iii) If a public holiday occurs whilst a Staff Specialist is taking long service leave and the Staff Specialist would have otherwise worked on that day but for the public holiday, the amount of long service leave to be deducted is to be reduced by the public holiday.
 - (iv) Long Service Leave shall be taken at a time mutually arranged between the Employer and the Staff Specialist.
- (d) Payment on Termination
- (i) On the termination of employment of a Staff Specialist with an entitlement to long service leave, otherwise than by his/her death, the Employer will pay the Staff Specialist the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the Staff Specialist at the date of such termination.

- (ii) Where a Staff Specialist who has acquired a right to long service leave, or after 5 years and less than seven years service, dies, the Staff Specialist's estate shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such Staff Specialist had his/her services been terminated as referred to in subclause (d)(i) of this clause, and such monetary value shall be determined according to the salary payable to the Staff Specialist at the time of his/her death.
 - (iii) Where the services of a Staff Specialist with at least 5 years service but less than seven years service, are terminated by the Employer for any reason other than the Staff Specialist's serious and wilful misconduct, or by the Staff Specialist on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of 2 months long service leave for 10 years service.
- (e) Preservation of Rights to Long Service Leave
- (i) Rights to long service leave under this Clause shall be in replacement of rights to long service leave, if any, which at the commencement of this Award may have accrued or may be accruing to a Staff Specialist and shall apply only to persons in the employ of the Employer on or after the date of commencement of this Award.
 - (ii) Where a Staff Specialist has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the Employer shall be entitled to debit such leave against any leave to which the Staff Specialist may be entitled pursuant to this Clause.
- (f) Accrual of other entitlements whilst on long service leave
- (i) During a period of long service leave on half pay, a Staff Specialist will continue to accrue at the full time equivalent rate except for annual leave that will accrue at the rate of 50%.
 - (ii) During a period of long service leave on double pay, a Staff Specialist will continue to accrue at the full time equivalent rate including annual leave which will accrue at the single time rate.

19. Sick Leave

A full-time Staff Specialist shall be entitled to sick leave on full pay calculated by allowing ten working days for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions;

- (a) the Employer may require the sickness to be certified to by a legally qualified medical practitioner approved by the Employer or may require other satisfactory evidence of the sickness.
- (b) a Staff Specialist shall not be entitled to sick leave until after 3 months' continuous service.
- (c) a Staff Specialist shall not be entitled to sick leave on full pay for any period in respect of which such Staff Specialist is entitled to workers' compensation; provided, however, that the Employer shall pay to a Staff Specialist who has a sick leave entitlement under this clause the difference between the amount received as workers' compensation and full pay. The Staff Specialist's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 1 week which the difference paid bears to full pay.
- (d) for the purposes of this clause "service" means service in any of the positions covered by this Award, provided that any person who was employed by the Employer immediately prior to becoming a Staff Specialist in any position covered by this Award shall be entitled to add to his/her service under this Award the service that he/she has had under any other award/agreement covering his/her employment by the Employer provided that Staff Specialists who are employed by the Employer at the date of the commencement of this Award shall retain to their credit until exhausted, any accumulation of sick leave to their credit immediately prior to such date, and provided further that such credit is not less than the entitlement otherwise prescribed by this clause.

- (e) The Employer shall not terminate the services of a Staff Specialist, except on the grounds of misconduct, during the currency of any period of paid sick leave unless an agreed independent registered medical practitioner certifies that a Staff Specialist is fit to continue in employment and the Staff Specialist refuses to resume duty.
- (f) If a dispute arises as to whether a Staff Specialist is fit to continue in employment, such dispute shall be addressed in accordance with Clause 3, Issue Resolution.
- (g) An employee who ceases employment in one public health organisation and within two months of the last day of service commences employment in another public health organisation does not lose any accrued but untaken sick leave.

20. Family and Community Services Leave

(a) General

- (i) For the purpose of this clause relating to FACS leave:

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

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

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

- (ii) The appropriate Chief Executive or authorised delegate may grant FACS leave to a Staff Specialist:

- (1) to provide care and/or support for sick members of the Staff Specialist's relatives or household; or
- (2) for reasons related to the family responsibilities of the Staff Specialist (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the Staff Specialist (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where a Staff Specialist is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (iii) FACS leave replaces compassionate leave.

- (iv) A Staff Specialist is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(b) Entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to a Staff Specialist is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the Staff Specialist since 1 January 1995,

whichever method provides the greater entitlement.

- (ii) FACS leave is available to part-time Staff Specialists on a pro rata basis, based on the percentage of the full time salary the Staff Specialist receives.

(c) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to a Staff Specialist on the death of a relative or member of a household as defined in subclause (a) (i) of this clause.

(d) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant a Staff Specialist other leave entitlements for reasons related to family responsibilities or community service of the Staff Specialist.

A Staff Specialist may elect, with the consent of the Employer, to take annual leave; long service leave; or leave without pay.

21. Personal/Carer's Leave

(a) Use of sick leave to care for the person concerned - definitions

A person who needs the Staff Specialist's care and support is referred to as the "person concerned" and is:

- (i) a spouse of the Staff Specialist; or
- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Staff Specialist or spouse or de facto spouse of the Staff Specialist; or
- (iv) a same sex partner who lives with the Staff Specialist as the de facto partner of that Staff Specialist on a bona fide domestic basis; or
- (v) a relative of the Staff Specialist who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(b) Use of sick leave to care for the person concerned - entitlement

- (i) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the Staff Specialist being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (a) of this clause.
- (ii) A Staff Specialist with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
 - (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous 3 years may also be accessed by a Staff Specialist with responsibilities in relation to a person who needs their care and support.
 - (iv) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.
 - (v) The Staff Specialist shall, if required, establish, either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (vi) The Staff Specialist has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (vii) The Staff Specialist is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (viii) The Staff Specialist 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 Staff Specialist, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Staff Specialist to give prior notice of absence, the Staff Specialist shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
 - (ix) In normal circumstances, the Staff Specialist must not take leave under this part where another person has taken leave to care for the same person.
- (c) Use of other leave entitlements
- A Staff Specialist may elect, with the consent of the Employer, to take:
- (i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. A Staff Specialist and the Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. A Staff Specialist may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (ii) long service leave; or
 - (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of this clause.
- (d) Use of make-up time
- (i) A Staff Specialist may elect, with the consent of the Employer, to work "make-up time". "Make-up time" is worked when the Staff Specialist takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of normal duties hours defined in Clause 4 of this Award, at the ordinary rate of pay.

- (ii) A Staff Specialist on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Staff Specialist takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

22. Maternity, Adoption and Parental Leave

A. Maternity Leave

(a) Eligibility

To be eligible for paid maternity leave a full time or part-time Staff Specialist must have completed at least 40 weeks continuous service prior to the expected date of birth.

A Staff Specialist who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(b) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining a Staff Specialist's eligibility to receive paid maternity leave. For example, where a Staff Specialist moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining a Staff Specialist's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

- (i) service was on a full-time or part-time basis:
- (ii) cessation of service with the former public sector service was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (iii) the Staff Specialist commences duty with the Employer within two months of ceasing employment with the former public sector service . Where there is such a break in service, such break will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(c) Entitlement to Paid Maternity Leave

An eligible Staff Specialist is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for a Staff Specialist to take this period off work. However, if a Staff Specialist decides to work during the nine weeks prior to the date of birth it is subject to the Staff Specialist being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(d) Unpaid Maternity Leave

(i) Full time and part time Staff Specialists who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(ii) Full time and part time Staff Specialists who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(e) Applications

A Staff Specialist who intends to proceed on maternity leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(f) Variation after Commencement of Leave

After commencing maternity leave, a Staff Specialist may vary the period of her maternity leave once only without the consent of the Employer by giving the Employer notice in writing of the extended period at least fourteen days' before the start of the extended period. The Employer may accept less notice if convenient.

A Staff Specialist may extend the period of maternity leave at any time with the agreement of the Employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(g) Staffing Provisions

In accordance with obligations established by the Industrial Relations Act 1996 (Section 69) any person who occupies the position of a Staff Specialist on maternity leave must be informed that the Staff Specialist has the right to return to her former position. Additionally, since a Staff Specialist has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the Staff Specialist elects to return to duty, whichever occurs first.

(h) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the Staff Specialist has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of Staff Specialists who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the Staff Specialist has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(i) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy a Staff Specialist is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where a Staff Specialist is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The Staff Specialist then commences maternity leave with the normal provisions applying.

(j) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, a Staff Specialist cannot carry out the duties of her position, the Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the Industrial Relations Act 1996. A position to which a Staff Specialist is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(k) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

(l) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) a Staff Specialist may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(m) Effect of Premature Birth on Payment of Maternity Leave

A Staff Specialist who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should a Staff Specialist return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(n) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the Industrial Relations Act 1996, a Staff Specialist returning from maternity leave has the right to resume her former position.

Where this position no longer exists the Staff Specialist is entitled to be placed in a position nearest in status and salary to that of her former position and to which the Staff Specialist is capable or qualified.

(o) Further Pregnancy While on Maternity Leave

Where a Staff Specialist becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If a Staff Specialist enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases

A Staff Specialist who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (d)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

A Staff Specialist who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

A Staff Specialist who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B. Adoption Leave

(a) Eligibility

All full time and part time Staff Specialists who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or part-time Staff Specialist must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

A Staff Specialist who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

(b) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(c) Entitlement

(i) Paid Adoption Leave

Eligible Staff Specialists are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable a Staff Specialist to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible Staff Specialists are entitled to unpaid adoption leave as follows:

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

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the Staff Specialist and the employer.

(d) Applications

Due to the fact that a Staff Specialist may be given little notice of the date of taking custody of a child, Staff Specialists who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(e) Variation after Commencement of Leave

After commencing adoption leave, a Staff Specialist may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although the Employer may accept less notice if convenient.

(f) Staffing Provisions

As per maternity leave conditions.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(h) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(a) Eligibility

To be eligible for parental leave a full time or part-time Staff Specialist must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

A Staff Specialist who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(b) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(c) Entitlements

Eligible Staff Specialists whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (ii) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (iii) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the Staff Specialists ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

- (iv) Extended parental leave cannot be taken at the same time as the Staff Specialist's spouse or partner is on maternity or adoption leave except as provided for in subclause (a)(i) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable a Staff Specialist to remain on full pay for that period.

(d) Applications

A Staff Specialist who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (i) In the case of extended parental leave, the Staff Specialist should give written notice of the intention to take the leave.
- (ii) The Staff Specialist must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the Staff Specialist. In such an instance, the Staff Specialist should notify the employer as early as practicable.
- (iii) The Staff Specialist must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.

- (iv) In the case of extended parental leave, the Staff Specialist must, before the start of leave, provide a statutory declaration by the Staff Specialist stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (e) Variation after Commencement of Leave -

After commencing parental leave, a Staff Specialist may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although the Employer may accept less notice if convenient.
- (f) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (g) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

- (a) A Staff Specialist entitled to maternity, adoption or parental leave may request the Employer to allow the Staff Specialist:
 - (i) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) 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 Staff Specialist in reconciling work and parental responsibilities.
- (b) The Employer shall consider the request having regard to the Staff Specialist's circumstances and, provided the request is genuinely based on the Staff Specialist'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) The Staff Specialist's request and the Employer's decision made under subclauses (a)(ii) and (iii) must be recorded in writing.
- (d) Where a Staff Specialist wishes to make a request under subclause (a)(iii):
 - (i) the Staff Specialist is to make an application for leave without pay to reduce their full time weekly hours of work
 - (ii) such application must be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four weeks notice must be given;
 - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the Staff Specialist's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

- (iv) Staff Specialists who return from leave under this arrangement remain full time Staff Specialists.

E. Communication During Leave

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

NOTE:

- (a) Where a temporary Staff Specialist is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

The Employer must not fail to re-engage a temporary Staff Specialist because:

the Staff Specialist or Staff Specialist's spouse is pregnant; or

the Staff Specialist is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of temporary Staff Specialists are not affected, other than in accordance with this clause.

- (b) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the Staff Specialist will not be required to meet the employer's superannuation liability.

23. Telephones

A Staff Specialist required by the Employer to have a telephone for the purposes of official duty at his/her home address shall, on presenting an account relating to that telephone be reimbursed -

- (a) three-quarters of the cost of the rental of the telephone; and
- (b) the cost of all official STD telephone calls or its equivalent.

No payment for residential fixed telephone will be made where the Employer has issued a mobile phone to the Staff Specialist (unless the Staff Specialist resides in an area with no mobile phone coverage).

24. Office, Secretarial and Administrative Support

Staff Specialists will have access to such office, secretarial and administrative support as may be reasonably necessary to undertake the requirements of the position.

25. Specialist Medical Administrators

- (a) Where the Employer determines that Fellowship of the Royal Australian College of Medical Administrators is an essential requirement for appointment to a position, the holder of that position will be appointed as a Staff Specialist in accordance with the arrangements set out below.
- (b) Pursuant to clause 5(c) of this Award, Staff Specialists appointed in accordance with this clause will progress to the next incremental step, up to and including Year 5, on the anniversary date of his/her commencement.
- (c) Appointment or progression to Senior Staff Specialist grade may occur when the Employer requires the Staff Specialist to have duties and responsibilities:
 - (i) across an area health service; or
 - (ii) involving management of multiple services, units or department across two (2) or more facilities.
- (d) Specialist Medical Administrators paid in accordance with this clause are not entitled to the provisions of Clause 11 Managerial Allowance.
- (e) Except as otherwise provided, Staff Specialists paid in accordance with this clause are entitled to the terms and conditions of employment applicable to Staff Specialists. Staff Specialists paid in accordance with this clause are not entitled to the terms and conditions of employment applicable to medical superintendents.

26. Labour Flexibility

- (a) The Employer may direct a Staff Specialist to carry out such duties as are reasonable, and within the limits of the Staff Specialist's skill, competence and training consistent with his/her classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (b) The Employer may direct a Staff Specialist to carry out such duties and use such equipment as may be required provided that the Staff Specialist has been properly trained or has otherwise acquired the necessary skills in the use of and equipment.
- (c) Any direction issued by the Employer pursuant to subclause (a) and (b) shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.

27. Anti-Discrimination

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

28. Redundancy

The provisions of Department of Health Policy Directive 2005-517, as amended from time to time, shall apply.

29. Underpayment and Overpayment of Salaries

The following process will apply once the issue of underpayment or overpayment is substantiated.

- (a) Underpayment:
- (i) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (ii) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
- (b) Overpayment
- (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
 - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

30. Monthly Leave Return

Each Staff Specialist is required to provide a signed monthly leave return showing any leave taken in the previous month, to be certified by the relevant unit or service manager or the relevant hospital executive director/general manager.

31. No Extra Claims

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

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

32. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Staff Specialists (State) Award published 26 February 2010 (369 I.G. 1526).
- (b) It shall apply to all Staff Specialists as defined in Clause 2, Definitions, of this Award.
- (c) This Award will take effect from 1 July 2011. The Award will remain in force for the period to 1 July 2012 or until varied or rescinded in accordance with the provisions of *Industrial Relations Act 1996*.

PART B

MONETARY RATES

SCHEDULE 1 - STAFF SPECIALISTS SALARY RATES

Staff Specialist	First Pay Period on or after 01/07/2011 Per annum \$
1	140,695
2	148,924
3	157,145
4	165,391
5	173,621
Senior	190,084
Postgraduate fellow	163,432

SCHEDULE 2 - ALLOWANCES

Managerial allowances	First Pay Period on or after 01/07/2011 Per annum \$
Level 1	19,515
Level 2	34,151
Level 3	48,787

PART C - OTHER MATTERS**SCHEDULE 1**

SECTION A

1. List of individuals

The following individuals shall be entitled to the provisions of Clauses 6, 7, and 9 of this Award with certain modifications, as set out below

Dr J Death
Dr M Donoghue
Dr P Gale
Dr D Kirkpatrick
Dr G Nieuwkamp
Dr M Pallas
Dr P Watt
Dr D York

2. Election rights

(a) An individual named in paragraph 1 above may elect to access either: -

Option 1 - the provisions set out in paragraph 3 below, i.e. a modified form of the provisions of Clauses 6, 7, and 9 of this Award; or,

Option 2 - on the condition that he/she forfeits the right to his/her existing motor vehicle arrangement, the provisions of Clauses 6, 7, and 9 of this Award without modification.

(b) This election may be exercised prior to each salary sacrifice review date.

(c) Subject to:

(i) the conditions outlined in paragraph 3 below; and,

(ii) remaining in his/her current position (as at 22 October 1999); and,

(iii) retaining an entitlement to payment of the abnormal hours or managerial allowance (as the case may be);

an individual who elects Option 1 will be able to continue to trade the relevant allowance (abnormal hours or managerial) for the provision of a motor vehicle for full private and business use. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

(d) An individual who elects to access Option 2 will have no right of reversion to the existing motor vehicle arrangement. The parties agree that such an individual will be deemed to have had his/her name deleted from the list in paragraph 1 above until such time as the Award is varied to reflect that election.

3. Modifications

If an individual elects Option 1 in paragraph 2 above he/she may access the provisions of Clauses 6, 7 and 9 of the Award subject to an additional contribution being made to the Employer in accordance with the following.

Each individual who elects Option 1 in paragraph 2 above shall contribute an amount equivalent to 55% of the average FBT liability for the motor vehicles provided as calculated for those individuals

participating in this option. Such calculation is to be based on the assumption that each individual is packaging the maximum permissible FBT exempt amount. This FBT calculation shall be made at the end of each FBT year and shall be applied to contributions for the following year.

SECTION B

1. List of individuals

The following individuals shall be entitled to the provisions of Clauses 6, 7, 8 and 9 of this Award with certain modifications, as set out below.

Dr V de Carvalho	Dr A Gill
Dr R Burstal	Dr P Byth
Dr W Saul	Dr R Kerridge
	Dr C Wake

2. Modifications

The individuals listed immediately above shall be entitled to the provisions of Clauses 6-9 of the Award. In addition, whilst ever these individuals remain in their current positions (as at 22 October 1999) and retain an entitlement to payment of the abnormal hours allowance or managerial allowance (as the case may be), they shall be entitled to continue the current arrangements approved by the the Director-General of the NSW Department of Health under which they forego payment of the abnormal hours allowance or managerial allowance (as the case may be), receive a motor vehicle under SES provisions and pay the difference up to the SES motor vehicle contribution rate. This entitlement is subject to payment of the full amount of fringe benefits tax payable by SES officers, i.e. the FBT exemption will not be shared between the Employer and the Staff Specialist. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

SCHEDULE 2 - RECOGNISED AUSTRALASIAN SPECIALIST COLLEGES

Royal Australasian College of Surgeons

Royal Australasian College of Physicians

Adult Medicine Division
 Australasian Chapter of Addiction Medicine
 Australasian Chapter of Palliative Medicine
 Australasian Chapter of Sexual Health Medicine
 Australasian Faculty of Public Health Medicine
 Australasian Faculty of Rehabilitation Medicine
 Australasian Faculty of Occupational and Environmental Medicine
 Paediatrics and Child Health Division
 Chapter of Community Child Health

Royal Australasian College of Medical Administrators

Royal Australian and New Zealand College of Obstetricians and Gynaecologists

Royal Australian and New Zealand College of Ophthalmologists

Royal Australian and New Zealand College of Psychiatrists

Royal Australian and New Zealand College of Radiologists

Faculty of Radiation Oncology

Royal College of Pathologists of Australasia

Australian and New Zealand College of Anaesthetists

Faculty of Pain Medicine

Australasian College of Dermatologists

College of Intensive Care Medicine of Australia and New Zealand

Australasian College for Emergency Medicine

Australasian College of Sports Physicians

SCHEDULE 3 - SPECIALTIES OR CATEGORIES OF POSITIONS COVERED BY CLAUSE 4(D)

- (i) Emergency medicine

ANNEXURE

PRO FORMA STAFF SPECIALIST PERFORMANCE AGREEMENT
Name of Staff Specialist:
Name of Supervisor:
Date:
Work location(s):
Allocation of time at location(s):

Full-time or part-time:
Days on which normal duties are worked:
Nature of work to be performed during normal duties and time allocated:
Clinical:
Teaching:
Administrative:
Research:
Quality improvement:
Other:

Part-time Working Arrangement (Yes/No): attach approval if applicable
Outside practice (Yes/No): attach approval if applicable
Anticipated on call frequency and roster:
Any specific call-back requirements:
Agreed College or other professional association activities (include estimate of time spent):
Billing expectations (Level 1 only): (NB: categories of patients, clinics, etc, not financial targets.)

Financial, activity or health targets (where appropriate):

Specific commitments and standards from the Employer for the provision of:

Clinical Support:

Staff:

Equipment:

Facilities:

Billing:

Expectations in respect of:
Management responsibilities:

Quality improvement/clinical governance:

Teaching activities:

Continuing education:

Research:

Health outcomes:

Twelve month review:
Evaluation of level of achievement by supervisor:

Signature:
Comments by Staff Specialist:
Signature:
Signature of Chief Executive of the relevant public health organisation (or his/her nominee)
Signature:

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2011 - 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Catchment Authority.

(No. IRC 1472 of 2011)

Before Commissioner Bishop

12 September 2011

AWARD

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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) *Occupational Health and Safety Act 2000*
 - (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, (from 1 July 2011 covering a period of 12 months) 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 2011-12.

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 12 September 2011 and shall remain in force thereafter for a period of 12 months.
- (b) The award rescinds and replaces the Sydney Catchment Authority Consolidated Award 2005 published 20 January 2006 (356 I.G. 421).

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) "Group General Manager" refers to the occupant of a position designated as Division Manager under the SCA Authorisations Manual
- (d) "Employer" means the Sydney Catchment Authority and includes reference to the Chief Executive or a person authorised for the purpose by the Chief Executive
- (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 2008
- (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 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 21.3 - 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 29 - Long Service Leave, of this Award.
- (c) Termination
- (i) The engagement of a casual employee may be terminated without notice.

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 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 subclause 33.2.2 - 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 18.4.
 - (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 21 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 workedin which case payment will be made at the rate prescribed in sub-clause 21.3 - 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 16 - Performance Management System, of this Award and may be eligible to receive performance payments on a pro-rata basis.

- (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 26 - 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 16 - Performance Management System, in assessing satisfactory performance.

5.3 Medical examinations

- (a) 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 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 16 - 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, subclause (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 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 NSW Industrial Relations Commission 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 2011	2.5%

- (b) Equivalent rates of pay will be determined as follows:

Hourly rate	=	$\frac{\text{Daily rate}}{7}$
Daily rate	=	$\frac{\text{Annual rate}}{261}$
Weekly rate	=	$\frac{\text{Annual rate}}{52.2}$
Fortnightly rate	=	$\frac{\text{Annual rate}}{26.1}$

11. Transition Arrangements

11.1 Senior Managers

- (a) An employee who has been employed pursuant to clause 47 of the previous award under a contract of employment which detailed the employee's terms and conditions of employment, and who elects to change the employment status from contract to Award employee, will be translated to the Grade system shown in Schedule 1 to this Award as follows:
- (i) Every Senior Manager (SM) position will be evaluated using the CED methodology. Evaluation will be based on new Position Descriptions that describe each SM's work as currently performed.
 - (ii) The outcome of the Job Evaluation will affect translation as follows:
 - (A) If the sum of the evaluated salary for the position plus the Employer superannuation contribution is higher than the SM's Total Remuneration Package (TRP) as at the time the change in status occurs, translation will be to a pay point, based on the evaluated salary component of the TRP, that is equal to that pay or, if there is no equal pay point, to the nearest higher pay point in the Grade structure.
 - (B) If the sum of the evaluated salary for the position plus the Employer superannuation contribution is up to 5% or one Grade lower than the SM's TRP as at the time the change in status occurs, translation will be on the basis of the SM's salary component of the TRP as at the time the change in status occurs, that is equal to that pay or, if there is no equal pay point, to the nearest higher pay point in the Grade structure.
 - (C) If the sum of the evaluated salary for the position plus the Employer superannuation contribution is more than 5% or one Grade lower than the SM's TRP as at the time the change in status occurs, it will be regarded as being a significant change in the job requirements. The SM will have the following options:
 - (1) Translate on the basis of the SM's current TRP with the salary component of TRP frozen until general pay increases to the top of the evaluated Grade overtake the frozen salary; or

- (2) Because of the significant change, being offered redundancy provisions.
- (b) Employer superannuation contributions as at the time the change in status occurs will continue to be paid by the SCA.
 - (c) If a SM elects to transfer to Award employment within two months of receiving the details of translation relating to the individual Senior Manager, the date of effect of the translation under sub-clauses (ii)(A) or (B) above will be 18 May 2004.
 - (d) If a SM elects to transfer to Award employment after two months of receiving the details of translation relating to the individual Senior Manager, the date of effect of the translation under sub-clauses (ii)(A) or (B) above will be the date on which the election is made.
 - (e) If a SM elects to transfer to Award employment after receiving the details of translation relating to the individual Senior Manager, the options available under (ii)(C) above may be exercised by agreement between the Employer and the SM involved at any time.

11.2 Engineering and scientific positions

- (a) An employee who
 - (i) Has been employed in a specific position that required the possession of professional qualifications, and
 - (ii) Would have been eligible for progression in accordance with the provisions of sub-clause 7.4 of the SCA Consolidated Award varied in October 2002,

will be eligible to progress as if sub-clause 7.4 of the previous Award has remained in force, and if such progression is greater than progression under Clause 16 - Performance Management System.

12. 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 16.4.2 - Performance Management System); or
 - (ii) Disciplinary action (clause 7 - Misconduct).

13. 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.

14. Salary Sacrifice to Superannuation

- (a) Notwithstanding the pay outlined in clause 10 - Rates of Pay, an employee may elect to sacrifice a portion of the pay payable to additional Employer superannuation contributions. Such election must be made prior to the commencement date of the period of service to which the earnings relate and is subject to the limitations provided in sub-clauses (b) & (c) of this clause.
- (b) The amount, sacrificed under this clause together with any salary packaging arrangements under clause 54 - Salary Packaging, is subject to an overall limit of (100) per cent of the employee's current pay, payable under clause 10 - Rates of Pay, of this Award, or one hundred (100) per cent of the current applicable superannuable salary, whichever is the lesser. In this clause, "Superannuable Salary" means the employee's salary is notified from time to time to the employee's superannuation fund in accordance with reporting requirements applicable to the fund.
- (c) In addition to sub-clause (b) above, the amount of pay 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 (any current Employer contributions and elected salary sacrificed contributions) do not exceed the employee's maximum deductible aged based limit set by the Australian Tax Office as varied from time to time.
- (d) Where the employee has elected to sacrifice a portion of that pay to additional Employer superannuation contributions:
- (i) Subject to Australian Taxation law the sacrificed portion of pay will reduce the pay subject to appropriate PAYG taxation by the amount of that sacrificed portion; and
 - (ii) Any allowance, penalty rate, payment for unused leave entitlement, weekly workers compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award, Act or statute which is expressed to be determined by reference to an employee's salary shall be calculated by reference to the pay which would have applied to the employee under clause 10 - Rates of Pay, of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (e) The employee may elect to have the portion of payable pay which is sacrificed to additional Employer superannuation contributions:
- (i) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional Employer contributions; or
 - (ii) Subject to the SCA's agreement, paid into a private sector complying superannuation scheme as Employer superannuation contribution.
- (f) Where an employee elects to sacrifice in terms of this clause, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (g) Where the employee is a member of a superannuation scheme established under The *Superannuation Act 1916*;
- (i) The *State Authorities Superannuation Act 1987*; or
 - (ii) The *First State Superannuation Act 1992*
- the Employer must ensure that the amount of any additional Employer superannuation contributions specified in sub-clause (a) above is included in the employees superannuable pay which is notified to the New South Wales public sector superannuation trustee corporation.
- (h) Where prior to electing to sacrifice a portion of his/her pay to superannuation, an employee had entered into an agreement with their Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (g) above, the Employer will

continue to base contributions to that fund on the pay payable under clause 10 - Rates of Pay, to the same extent as applied before the employee sacrificed portion of that pay to superannuation.

- (i) This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirement after the salary sacrifice is implemented.

15. 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.

16. The Performance Management System

16.1 Performance agreements and performance assessment

16.1.1 Performance agreements

- (a) The responsibility for developing Performance Agreements using the standard pro forma rests equally with Managers and employees.

The Normal review period under this system will be a 12 month period either July to June, or January to December. A minimum period of 6 months service within the review period must be completed before a staff member is eligible for salary progression consideration. The normal review period for an employee will be determined according to when the employee was last employed or promoted.

- (b) A full performance cycle will operate from:
 - (i) An employee promoted or employed between 1 July and 31 December will be eligible for a review in the following June, and every June thereafter unless the review period is changed due to promotion or after a long period of paid and/or unpaid leave and a minimum period of 6 months for review within the period has not been completed; or
 - (ii) An employee promoted or employed between 1 January and 30 June will be eligible for a review in the following December, and every December thereafter unless the review period is changed due to promotion or after a long period of paid and/or unpaid leave and a minimum period of 6 months for review within the period has not been completed.. These employees will remain on this performance cycle until the employee has reached the maximum pay step for the grade of the position at which time the employee will transfer to the June review cycle. This

will allow more direct alignment of the employee's performance agreement cycle with the SCA's Strategic Planning Cycle and Work programs.

- (c) The Performance Agreement must express, at the individual employee level, the priorities and outcomes of the SCA Business Plan, the relevant Divisional Business Plan and 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.
- (d) By 31 August (July to June review period) and 28 February (January to December review period) of each performance cycle, all employees covered by this Award are to have a Performance Agreement as follows:
 - (i) An employee who has no Performance Agreement at the time this Award comes into operation is to complete a Performance Agreement within one month; or
 - (ii) An employee who has an existing Performance Agreement at the time this Award comes into operation is to review the Performance Agreement in accordance with the terms of this Award;

Copies of the Performance Agreements to be forwarded to the Senior Manager, Workforce Planning within two calendar months of each annual performance cycle for monitoring the system and filing on the employee's Confidential Service File (CSF).

16.1.2 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 16.4.
- (b) Formal assessment
 - (i) While ongoing and informal feedback and discussion on performance should occur regularly throughout each review cycle, there will be two formal assessment points for all award employees.
 - (A) At mid-cycle and
 - (B) At the end of the annual cycle.
 - (ii) Objectives of the formal mid-cycle assessment are to:
 - (A) Provide an opportunity for formal feedback on performance based on work expectations and each of the performance indicators specified in the Performance Agreement;
 - (B) Review the Performance Agreement against possible changes in work expectations, consider whether the Agreement requires any changes to reflect alterations to work priorities;

- (C) Review progress toward the achievement of work expectations in the Performance Agreement;
 - (D) Provide a realistic indicative assessment of progress to date against the Performance Agreement using the rating scale at sub-clause 16.1.2(e)(ii) below;
 - (E) If necessary, identify the specific action to improve performance;
 - (F) Review the focus and progress in terms of development activities specified in the Learning Agreement; and
 - (G) Provide qualitative feedback to justify the assessment given.
- (iii) The Manager must provide written confirmation to the Manager Human Resources within two calendar months of each annual performance cycle that the mid-cycle review has occurred consistent with the objectives. In a situation where an employee and the employee's Manager cannot agree on the assessment of progress, the employee, in the first instance, should discuss this with the relevant Division Manager who will review the assessment. On request, a third party of their choice may support the employee.
- (c) Objectives of the formal assessment at the end of the annual 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 annual cycle;
 - (iii) Provide a realistic assessment of performance against the Performance Agreement using the rating scale at sub-clause 16.1.2(e)(ii) below;
 - (iv) Provide an assessment using the rating scale at sub-clause 16.1.2(e)(ii) below for purposes of performance pay and/or pay progression;
 - (v) If necessary, identify the specific action to improve performance; and
 - (vi) Provide qualitative feedback of at least half an hour to justify the rating given.
- (d) The Manager must provide written confirmation to the Manager Human Resources by no later than two calendar months after the completion of each annual performance cycle that the formal assessment has occurred consistent with the objectives. In case an employee and the employee's Manager cannot agree on the assessment rating, the employee, in the first instance, should discuss this with the relevant Division Manager who will review the assessment. On request, a third party of their choice will support the employee.
- (e) The Rating Scale
- (i) The Rating Scale below forms an integral part of SCA's Performance Management System. Its objectives are to provide:
 - (A) The basis for performance pay or pay progression;
 - (B) Timely identification where performance requires attention, and
 - (C) A framework for the management of underperformance.

(ii) The Rating Scale to be applied consistently across the SCA is as follows:

Rating	Criteria
Outstanding	Performance fully meets all expectations against the performance indicators in the Performance Agreement and exceeds expectations, compared to the persons Position Description, as determined by the Managing Director. This may include, but not limited to such achievements as: Innovation in areas such as (but not limited to) Financial results, Process Improvements, new ideas; External recognition both cross divisional within the SCA and also from sources external to the SCA; Managing difficult and/or unprecedented situations.
Satisfactory	Performance meets expectations against the performance indicators in the Performance Agreement
Unsatisfactory	Performance does not meet expectations of Performance Indicators in the Performance Agreement as determined by the Managing Director. To be classified as unsatisfactory at the annual performance review, a formal Performance Improvement Plan has been initiated and all sections/processes in Clause 16.4.1 have been followed.

16.2 Learning agreements

- (a) Learning Agreements are integral part of the SCA's Performance Management System. As such, each employee is required to develop and enter into a Learning Agreement with his or her Manager annually in conjunction with the development of the Performance Agreement, using the pro forma.
- (b) Learning Agreements may include activities related to the broadening of employees' knowledge, skills 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.

16.3 Performance pay

- (a) Subject to sub-clause 16.5 below, employees covered by this Award will have access to performance payments annually, based on the performance assessment system and the Rating Scale outlined in sub-clause 16.1.2(e)(ii) above subject to the following:
 - (i) An employee may only become eligible for performance payment after the completion of a full performance cycle subject to (ii) below; and
 - (ii) An employee who commences prior to 31 December during a performance cycle may become eligible for performance based pay.
- (b) The Chief Executive, on the basis of the performance appraisal of each employee, is to determine performance based pay, if any, and the form in which it should be paid.
- (c) For employees paid at the first or second pay point of a Grade, the Chief Executive may determine:
 - (i) If the Division Manager makes an assessment that the employee's performance meets the criteria for "Satisfactory", advancement of one pay point within the Grade; and

- (ii) if the Division Manager makes a recommendation that the employee's performance meets the criteria for "Outstanding", advancement of one pay point within a Grade and payment at the second higher pay point for a year.
- (d) For employees who receive salary at the third point of a Grade, the Chief Executive may determine:
 - (i) If the Division Manager makes an assessment that the employee's performance meets the criteria of "Satisfactory", advancement of one pay point within the Grade; and
 - (ii) If the Division Manager makes an assessment and makes a recommendation that the performance has been assessed as "Outstanding", advancement of one pay point within the Grade and payment at the minimum pay point of the next higher Grade for a year.
- (e) For employees who receive salary at the maximum point of a Grade, the Chief Executive may determine:
 - (i) If the Division Manager makes an assessment and makes a recommendation that the performance has been assessed as "Outstanding", payment at the first pay point of the next higher Grade for a year.
- (f) If the Chief Executive determines pay progression or payment at a higher pay point for each annual review period, it will be payable with effect 1 July and 1 January based on the employees annual review date. Such payments are to be processed within two calendar months following the completion of the employees annual review period. .

16.4 Managing poor performance

- (a) Timely identification and management of poor performance is a key part of the SCA Performance Management System. The operation of the Performance Management System will automatically trigger formal action where performance is identified at any point during the performance cycle as "Unsatisfactory".

16.4.1 Performance is assessed as Unsatisfactory

- (a) Development of a Performance Improvement Plan
 - (i) 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.
 - (ii) 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.
 - (iii) The Performance Improvement Plan must be consistent with the Performance Agreement. On request, the employee may be supported by a third party of their choice during the discussions.
 - (iv) Consideration will be given to the identification of possible barriers to, and opportunities for achieving a "Satisfactory" level. 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 "Satisfactory" level, the normal performance cycle continues;
 - (B) If performance remains assessed at "Unsatisfactory" level, the processes at subclause 16.4.2 below will be applied.

16.4.2 Continuing Unsatisfactory performance

- (a) Where the employee's performance is assessed "Unsatisfactory" at two consecutive reviews (informal or formal), the Chief Executive on advice from the relevant Division Manager will issue a written warning to the employee detailing how the employee's performance does not meet the "satisfactory" standard.
- (b) The Manager is to assess the employee's performance for a period of 3 months.
- (c) The Manager will immediately discuss with the employee the matters in the written warning 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.
- (d) Discussion may include mitigating circumstances, setting realistic and achievable expectations, and record the outcome in the Performance Agreement.
- (e) At the end of the three month assessment period, the Manager will advise the Chief Executive on whether or not the employee obtained and sustained a "Satisfactory" performance during the assessment period.
- (f) If performance is improved and sustained, no further action will be taken and the normal performance cycle resumes.
- (g) Where measures to correct performance have been pursued for three months from the commencement of these processes without the employee's performance improving to "Satisfactory" standard, the Chief Executive may
 - (i) Reduce an employee's pay;
 - (ii) Terminate the employee's employment, or
 - (iii) Any other action the Chief Executive considers appropriate.

17. Temporary Relief Arrangements

17.1 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.

17.2 Rate of payment while on temporary relief

- (a) Subject to sub-clause (b) below, a relieving employee who performs the duties and takes the responsibilities of the vacant higher position is to be paid at the minimum pay point of the Grade of the position in which the employee is placed temporarily.
- (b) Where an employee is relieving in a higher position at the time the Award is varied, including any continuous extensions to that relieving arrangement, the employee shall continue to receive payment for the duration of the continuous relief at the relevant pay point of the Grade to which the position in which the employee relieves has been translated.

17.3 Conditions

- (a) The employee shall receive payment under sub-clause 17.2 if a period of acting in higher duties is 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 5 consecutive days and it includes a public holiday or a day where the substantive occupant of the position is on an RDO that has been approved in four week 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 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 5 consecutive working days.
- (e) Employees who have acted for a continuous period of 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 12 months.

17.4 Progression

- (a) If the period of acting in the higher position is for a continuous period of 12 months or longer, the employee so acting may progress subject to the provisions of clause 16 - 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

18. Hours of Work

18.1 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 21.1

18.2 Usual spread of hours

- (a) Ordinary working hours will fall within the usual spread of hours of 7.00am and 6.00pm.

18.3 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.

18.4 Working patterns - Flexitime & Purchased leave

- (a) Employees shall work under the SCA's Flexitime Policy and Procedure. This procedure replaces provisions covered in clause 18 as they relate to RDO's in the Award.
- (b) The SCA flexitime system shall be available to all permanent and temporary staff covered by this Award but shall exclude casual staff.
- (c) Employee will have access to Purchased Leave of four weeks per calendar year.

18.4.1 Eligibility

- (a) Unless the Employer stipulates in the employee's position description that a specific work arrangement detailed in this paragraph will apply, subject to sub-clause (b) below, full

time and part-time employees who are permitted to work in accordance with work arrangements covered in the Flexitime Procedure.

- (b) An employee will revert to working standard hours if:
 - (i) The employee fails to nominate the proposed date(s) for taking RDO(s) by the first Friday of a four week roster period; or
 - (ii) Fails to take the RDO(s) as approved or fails to take the RDO on the date the Manager determines when employee is to take the RDOs.

18.5 Initial approval process

- (a) An employee wishing to work in one of the patterns outlined above is required to complete a nomination form.
- (b) An employee's nomination to work one of the arrangements provided under sub-clause (a) above will be considered as follows:
 - (i) RDO is subject to consultation but remain the Employer's prerogative that is designed to ensure that operational requirements are met.
 - (ii) Operational requirements include such matters as the availability of adequate supervision, service to the public, work timetables, team or group work, inter-organisational relationships, and the optimisation of work effectiveness necessary for the completion of work.
 - (iii) The approval of the Employer will not unreasonably be withheld.
- (c) If the employee's nominated work arrangement is unacceptable to the Employer and the employee does not accept the reason(s) for the rejection, the matter may be reviewed under the SCA grievance processes.
- (d) If the employee accepts the reason(s) for the rejection of the employee's nominated work arrangements, then the employee may elect to work one of the remaining work arrangements provided that the employee may not elect the arrangement contained in sub-clause 18.4(a)(ii) above.
- (e) If they commence employment during a four week roster period, the employee will work the arrangement provided under sub-clause 18.4(a)(i) above until the commencement of the next roster period, at which time they may commence working in accordance with any approved work arrangement.

18.6 Change to approved working patterns

18.6.1 Manager initiated change

- (a) Provided sub-clause (e) below, the Employer may review and change an approved working pattern if the operational requirements under which the approval had been given have changed.
- (b) In changing the pattern, the Employer will have regard to the employee's needs.
- (c) If the changed work arrangement is unacceptable to the employee and the employee does not accept the reason(s) for the change, the employee may seek a review under the SCA grievance processes.

- (d) If the employee accepts the reason(s) for the change in the employee's nominated work arrangements, the new working arrangement will commence from the next relevant roster period.
- (e) This provision may not be used for initiating short-term and/or frequent changes. In these cases, the Employer and the employee should agree to temporary short-term changes. The agreement of the employee will not unreasonably withheld.

18.6.2 Employee initiated change

- (a) An employee may seek to change their approved working patterns to another on a temporary or a permanent basis provided that
 - (i) Any temporary change is approved by the authorised employee in advance and the employee records the changed commencing and finishing times in a manner required by the Employer e.g the Attendance Book;
 - (ii) Any permanent change is approved by the authorised employee and a new nomination form is completed.
- (b) The Employer will consider the proposed change on the same basis as the initial proposal. The approval of the Employer will not unreasonably be withheld.
- (c) Such a change, if approved, will operate from the commencement of the next relevant roster period.

18.7 Taking rostered days off

- (a) RDOs must not be taken before they are accrued, i.e. an employee must work at least 9 continuous days under the 9-day fortnight pattern before an RDO may be taken.
- (b) Employees who work a 9 day fortnight or 19 day month pattern must:
 - (i) Nominate their proposed date(s) for their RDO(s) by the first Friday of the four-week roster period. Employees may nominate any day, including in half day amounts;
 - (ii) Record their approved RDOs in the manner determined by the Employer from time to time; at the time this Award comes into force, RDO(s) must be recorded in the Attendance Book.
- (c) The Manager will determine whether to approve the proposed dates for their RDOs. Where possible, employees will be afforded flexibility in choosing when to take RDOs. The employee's Manager may, however, at any time and regardless of whether the employee has made a request to take RDOs, determine when employees are to take their RDOs and the employee must take their RDOs at that time.
- (d) All RDOs in excess of the allowed 2 may not be carried over to the next roster period and will be regarded as taken unless, in exceptional circumstances, approval is given by an authorised employee to defer the taking of an RDO to a specific date in the next roster period where the deferred RDO must be taken.
- (e) The maximum payment in lieu of unused RDOs on termination of employment is two (2) days (14 hours) at single time rates.
- (f) If an employee is sick on an RDO the employee will be entitled to sick leave on full pay for that day instead of taking an RDO provided that:
 - (i) The employee complies with clause 30 - Sick Leave; and

- (ii) The employee has an entitlement to paid sick leave.
- (g) When RDOs are taken continuous with recreation leave:
 - (i) any RDOs due at the start of the period of recreation leave will be regarded as being taken from the first day of the leave; and
 - (ii) any RDOs accumulated during leave will be regarded as being taken at the end of the leave.

18.8 Accrual of rostered days off

- (a) Subject to sub-clause 18.7(d) above, an employee' accrual of RDOs shall not exceed
 - (i) Two (2) RDOs in addition to the RDOs being accrued in the current four week roster period if they work the 9 day fortnight pattern; and
 - (ii) One RDO in addition to the RDOs being accrued in the current four week roster period if they work the 19 day month pattern.
- (b) The accumulation of time toward RDOs, will not be affected by absences in the following circumstances:
 - (i) Recreation leave
 - (ii) Public Holiday
 - (iii) Jury duty, and
 - (iv) Union training leave.
- (c) RDO entitlements will be reduced by half a day, in the following roster period, if an employee accumulates:
 - (i) The equivalent of five (5) days absence from work where the employee works the 9 day fortnight pattern, or
 - (ii) The equivalent of nine (9) days absence from work where the employee works the 19-day month pattern.

18.9 Core hours and attendance

- (a) Employees must:
 - (i) Commence work at the approved time; and
 - (ii) Be on duty between the hours of 10.00am and 3.00pm (excluding lunch time) unless on approved leave.
- (b) Where possible an employee who commences work after the approved starting time must work their normal hours for that day without the payment of overtime.
- (c) Where an employee commences work after 10.00am, the employee must apply for recreation leave or have the RDO entitlements reduced to cover the period of absence. The minimum amount of leave an employee may apply for is a ½ day in respect of any such absence. Where no recreation leave or RDO entitlements are available to the employee, the employee must take leave without pay. This paragraph will not apply in the event of major transport delays or where the Manager determines that special circumstances exist.

- (d) Employees must take a lunch break between 11.00am and 2.00pm, unless the employee's Manager has agreed prior to the lunch break being taken that the employee may take his or her lunch break at an alternative time.
- (e) Attendance for taking quarter day leave means
 - (i) Full-time employees:
 - (A) If working standard hours - 5 hours and 15 minutes
 - (B) If working 9 day fortnight - 5 hours and 55 minutes
 - (C) If working 19 day month - 5 hours and 35 minutes
 - (ii) Part-time employees - attendance on a day will be calculated on the basis of the employee working three-quarters of their nominated hours for the day.
- (f) Attendance for taking half day leave means
 - (i) Full-time employees:
 - (A) If working standard hours - 3 hours and 30 minutes
 - (B) If working 9 day fortnight - 3 hours and 55 minutes
 - (C) If working 19 day month - 3 hours and 40 minutes.
 - (ii) Part-time employees - attendance on a day will be calculated on the basis of the employee working half of their nominated hours for the day.

18.10 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 7.00am and 6.00pm.
- (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 5.00am or finishes after 8.00pm.
- (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 employee concerned.

19. Meal Breaks

19.1 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.

19.2 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.

19.3 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.

19.4 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.

20. 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.

21. Overtime

21.1 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.

21.2 Eligibility

- (a) Subject to clause 18 - 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 31.6 - Carer's Leave

21.3 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) Any employee who occupied a position with the evaluated rate between IPS 69 and IPS 76 under the previous Award, will continue to receive overtime payment calculated at their appropriate Grade pay point while the employee remains in the position. This provision will cease to apply if the position of the employee is subsequently re-evaluated at an equal or higher Grade.
- (c) 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.
- (d) 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.
- (e) 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.

21.4 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.

22. Call-Out

22.1 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.

22.2 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 21.3 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 3 hours.
 - (iii) If the gap is greater than 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.

23. Stand-By

23.1 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.

23.2 Stand-by payments

- (a) An employee rostered to stand-by will be paid at the following rates:
 - (i) Weeknights (exclusive of public holidays) - 2 hours pay at single time
 - (ii) Saturdays, Sundays and public holidays - 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.

23.3 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 21 - Overtime, in addition to any standing-by payment.

24. Travelling Time

24.1 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.

24.2 Entitlements

- (a) Employees sent temporarily to work away from their recognised office and required and approved to commence travel before 7 am or finish travel after 6 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) Travelling time cannot be claimed as overtime.

25. Declared Incident Conditions

25.1 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 25 -Declared Incident Conditions, will apply to staff engaged in managing the Incident.

- (d) "Incident Control" means the Incident management team including Divisional and Sector Commanders.
- (e) "Night shift" refers to employees who are required to work their normal hours outside the spread of hours of 7.00am and 6.00pm.
- (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 25.4 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.

25.2 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 21 - Overtime, and 24 - 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 18 - 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 25.6 below, employees may only be required to work a maximum of twelve hours on site.

25.3 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 10 hour break between shifts, this provision is not designed to be used to negate the obligation to afford a 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.

25.4 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 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.

25.5 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.

25.6 Entitlements

25.6.1 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. 7 hrs per day) for a continuous period not exceeding 12 days (including work on Saturdays, Sundays or Public Holidays);
 - (B) Up to 12 hours per shift (normal hours and overtime) plus handover briefing and debriefing for a maximum of 5 days provided that
 - (1) These employees must have a 10 hour rest break between finishing work on one day and commencing work next;
 - (2) After each 5 consecutive days worked on a 12 hour shift, employees must have 2 rest days (unpaid); and
 - (3) Overtime will be paid in accordance with sub-clause 21.3.
 - (C) In accordance with night shift provisions at sub-clause 25.6.4;
 - (D) In accordance with 7-day roster provisions at sub-clause 25.6.3; 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 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 10 hours or part thereof fall on a normal workday.

25.6.2 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 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 + 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 16 hour shift, the employee must have a 10 hour rest break before returning to normal hours or work on a shift without loss of pay. 10 hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 25.4 above.
- (e) For full-time employees, normal salary (single time) is paid if the 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.

25.6.3 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) 3 consecutive shifts (maximum of 12 hours per shift);
 - (ii) 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) 3 consecutive shifts (maximum of 12 hours per shift).
- (b) Employees, who have completed a 7-day roster in accordance with the above, must have 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 25.6.4(b). In all other circumstance the relevant penalty rates under sub-clause 21.3 - 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 10 hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 25.4 above.
- (e) 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. 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.

25.6.4 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 + 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 & a half for all continuous hours worked on a shift (normal pay + single pay & 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. 10 hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 25.4 above.

25.6.5 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 42(b) as follows:
 - (i) If day shift and continuous overtime finishes after 6 pm but before midnight - meal 3,
 - (ii) If day shift and continuous overtime finishes after midnight but before 6 am the next day - meals 3 & 2
 - (iii) If day shift or night shift and continuous overtime finishes after 6 am the next day - meals 3 & 2 & 1.

25.6.6 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

26. Public Holidays

26.1 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) Rostered days 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 be counted as part of the long service leave and not as holidays.
- (h) Where a five (5) day week is worked, no payment shall be made for holidays observed on a Saturday or Sunday.

27. Recreation Leave

27.1 Entitlement

- (a) Permanent full-time employees receive 20 working days (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.

27.2 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 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. No approval to defer leave will be granted if the employee's current balance is more than 70 days.
- (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.

27.3 Conserved leave

- (a) Recreation leave balance in excess of 80 days after six months of becoming due will be deemed conserved leave. Workforce Planning will notify the employee in writing of the number of days being conserved.
- (b) 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.
- (c) 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.

27.4 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 12 months immediately before the date of termination.

28. Recreation Leave Loading

28.1 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 weeks 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.

29. Long Service Leave

29.1 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 *Public Sector Employment and Management Act 2002*, or the *Public Sector Management Act 1988*, 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 30.14 - Sick Leave Without Pay.

29.2 Entitlement

29.2.1 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.

29.2.2 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:

$$\text{Full-time entitlement to LSL} \quad \times \quad \frac{\text{No of Part-time hours}}{\text{No of Full-time hours}} \quad = \quad \text{LSL entitlement}$$

29.2.3 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:

$$\frac{\text{Full-time employee entitlement to LSL}}{\text{Full-time employee}} \quad \times \quad \frac{\text{No of ordinary casual hours}}{\text{No of ordinary full time hours of position}} \quad = \quad \text{LSL entitlement}$$

29.3 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.

29.4 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.

29.5 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 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.

29.6 Payment for leave

- (a) Long service leave will be paid at the rate prescribed for the pay point most paid during the twelve 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.

30. Sick Leave

30.1 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.

30.2 Amount of leave

- (a) An employee may be granted up to 20 days sick leave on full pay in a sick leave year.
- (b) A sick leave year is the 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 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.

30.3 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, 20 days sick leave;
 - (ii) If service commences on or after 1 March and before 1st June, 15 days sick leave;
 - (iii) If service commences on or after 1 June and before 1st September, 10 days sick leave;
 - (iv) If service commences on or after 1 September and before 1 December, 5 days sick leave.

30.4 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:

$$\frac{\text{No of Part-time hours}}{\text{No of Full-time hours}} \times \text{full-time entitlement (in hours)} = \text{sick leave for part-time employee}$$

30.5 Temporary employees

- (a) Temporary employees are entitled to sick leave on a pro rata basis.

30.6 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.

30.7 Notice of illness

- (a) An employee shall notify their Manager of their inability to attend work due to illness or incapacity as soon as possible and, in any case, within 24 hours of the beginning of the absence. The employee must also advise their Manager of the estimated length of the absence.

30.8 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 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.

30.9 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.

30.10 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.

30.11 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.

30.12 Workers compensation

- (a) Workers compensation will be in accordance with the relevant workers compensation legislation.

30.13 Claims other than workers compensation

- (a) If the circumstances of any injury to or illness of a employee give rise to a claim for damages or to compensation, other than compensation under the Workplace Injury & Illness Management Act or Occupational Health & 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 a 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.

30.14 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 6 months, counts as service for the accrual of long service leave for employees with 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.

31. Carer's Leave

31.1 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.

31.2 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 31.1(d)(ii) who is ill.

31.3 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 five 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 28.1(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.

31.4 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.

31.5 Make up time

- (a) Notwithstanding the provisions of clause 18 - 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.

31.6 Flexidays off

- (a) Notwithstanding the provisions of clause 18 - 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 18.7 and 18.8, 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.

32. Family and Community Service Leave

32.1 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 family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - (v) Attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head 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 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 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.

32.2 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 5 of the employee's working days as FACS leave in any period of 2 years; or
 - (C) After the completion of 2 year's continuous service, the available FACS leave is determined by allowing 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 will be credited with 5 days of FACS leave at the date on which this Award comes into operation.
 - (B) An employee may be granted 5 of the employee's working days as FACS leave in any period of 2 years; or
 - (C) The available FACS leave is determined by allowing 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.

- (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 31- Carer's Leave, additional paid FACS leave of up to 2 days may be granted on a discrete, per occasion basis to a employee.

32.3 Carer's Leave and Family & Community Service leave

- (a) In cases of illness of a family member as defined under sub-clause 31.1(d)(ii) - Carer's Leave, should be used.

32.4 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 18.7 and 18.8, an employee may elect, with the consent of the Employer, to accrue some or all RDOs 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.

33. Maternity Leave

33.1 Entitlements

33.1.1 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.

33.1.2 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 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.

33.1.3 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 33.1.2, 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.

33.1.4 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.

33.1.5 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 40, 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 LWO 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) 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.

33.2 Other Conditions

33.2.1 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 18 - 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.

33.2.2 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.

33.2.3 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.

33.3 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.

34. Adoption Leave

34.1 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 18 years (other than a child who has previously lived continuously with the employee for a period of at least 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.

34.2 Entitlements - paid adoption leave

34.2.1 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.

34.2.2 Eligibility

- (a) Paid adoption leave is available to employees who have completed 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 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 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 12 months.

34.2.3 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.

34.2.4 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.

34.3 Entitlements - unpaid adoption leave

34.3.1 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.

34.3.2 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.

34.3.3 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 2 weeks after the change.

34.3.4 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.

34.3.5 Variation of adoption leave

- (a) Provided that the total period of adoption leave does not exceed the maximum leave available under sub-clauses 34.2.1 and 34.2.2, 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.

34.4 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.

35. Parental Leave

35.1 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 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 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 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.
- 35.2 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.
- 35.3 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.
- 35.4 Right of return to former Position
- (a) Provided an employee returns to work within 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.
- 35.5 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.

36. Union Training Leave

- 36.1 Purpose
- (a) Employees may be granted leave to attend training courses or seminars conducted or supported by the Union.
- 36.2 Entitlements
- 36.2.1 Full-time employees
- (a) Full-time employees may be granted up to 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.
- 36.2.2 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:

$$\frac{\text{No of part-time hours}}{\text{No of full-time hours}} \times 15 = \text{amount of leave without pay}$$

36.2.3 Temporary employees

- (a) Temporary employees receive Union training leave on a pro rata basis.

36.2.4 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.

36.2.5 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.

36.2.6 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 employees 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.).

37. Emergency Services Leave

37.1 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.

37.2 Emergency operations

- (a) An employee who volunteers to assist the State Emergency Services, NSW Police or Rural Fire 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.

37.3 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.

37.4 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.

38. Military Leave

38.1 Entitlement

- (a) Employees with a minimum of six 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.

38.2 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.

38.3 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.

38.4 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.

39. Jury Service Leave

39.1 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) The jury service falls during a period of approved absence such as recreation leave, long service leave, roster days, etc.; or
 - (ii) An application for jury service leave is lodged without the Sheriff's or Registrar's certificate as to payment of fees.

39.2 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.

40. 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 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 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

41. Travel Allowances

41.1 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.

41.2 Entitlements

41.2.1 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 ATO 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.

41.2.2 Accommodation and meals provided by Employer

- (a) Where the Employer provides an employee with accommodation and meals, the allowance in sub-clause 41.2.1 above other than incidentals shall not apply.
- (b) The employee shall be paid Incidental allowance at a rate established by the ATO from time to time for each full day the employee is away on travel.

41.2.3 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 ATO for the relevant breakfast, lunch and/or dinner and incidentals for each full day the employee is away on travel.

41.2.4 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 ATO rates or cost of economy air fare, whichever is the lesser; or

- (iii) Reimbursement of actual cost of public transport.

42. 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 am - Meal 1.
- (2) Finishes after 6 pm - Meal 3.
- (3) Finishes after midnight - Meals 3 &4.
- (4) Finishes after 6 am next day - Meals 3 + 4 + 1.
- (B) If recalled to work after their normal ceasing time,
- (1) Upon the completion of the first 4 hours overtime worked - Meal 3.
- (2) Upon the completion of further 4 hours overtime worked - Meal 4.
- (ii) Saturday, Sunday or Public Holiday
- (A) If overtime commences before 6 am - Meal 1.
- (B) If overtime goes beyond noon - Meal 2.
- (C) If overtime goes beyond 6 pm - Meal 3.
- (D) If overtime goes beyond midnight - Meal 4.
- (E) If work overtime finishes after 6 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 ATO 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:
- (i) Meal 1 - Breakfast - \$ 14.00.
- (ii) Meal 2 - Lunch - \$ 18.35.
- (iii) Meal 3 - Dinner - \$ 26.45.
- (iv) Meal 4 - Supper - \$ 12.95.
- (c) Overtime meal allowance will not be paid where the employee is in receipt of payments under clause 41 - Travel Allowances.

43. Fire Fighting Allowance

- (a) An employee engaged in on-ground fire fighting, including on-ground hazard reduction burning, will be paid an allowance of \$per hour as outlined in Schedule 2 Summary- Allowances for the hours they are so engaged in fighting fires.

- (b) The amount of allowance will be adjusted in accordance with general adjustments to pay under clause 10 - Rates of Pay, rounded to the nearest five (5) cents.

44. 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 of \$35.25 for each day the employee is required to camp or live in quarters to cover food, Incidentals and general disability
- (B) An allowance of \$ 2.37each day a cook is not provided.
- (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.

45. 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.
- (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 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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 ATO 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.

51. 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 & 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.

52. 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.

53. 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 Occupational Health and Safety Act 2000 and Regulations and Employer's Standards of Practice as amended from time to time.

54. Salary Packaging

- (a) Salary packaging, together with salary sacrifice to superannuation under clause 14, is subject to an overall limit of up to 50% of the employee's salary.
- (b) By mutual agreement between an authorised employee and an employee, the employee may arrange the annual Total Remuneration Package (TRP) so that it can include the following items:
 - (i) Salary;
 - (ii) Superannuation (subject to clause 14 -Salary Sacrifice to Superannuation);
 - (iii) Motor Vehicle leased through the Employer (subject to sub-clause (e) below);
 - (iv) Transport (cost of annual ticket);
 - (v) Aged care;
 - (vi) Mortgage;
 - (vii) Rental;
 - (viii) Health Fund;
 - (ix) Laptops, e-organisers and briefcases; and
 - (x) Any other benefits as approved by the Chief Executive from time to time.

- (c) FBT payable in respect of packaging any of the items listed at sub-clause (b) above will be charged to the employee.
- (d) The Employee may request the Authority in writing to reconfigure the annual total remuneration package not more than four times in any one year.
- (e) 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:
 - (i) Annual lease rate;
 - (ii) Fleet management fee;
 - (iii) Risk insurance charge;
 - (iv) Comprehensive insurance;
 - (v) CTP insurance;
 - (vi) Maintenance costs;
 - (vii) Registration;
 - (viii) NRMA membership;
 - (ix) Fuel; and
 - (x) FBT.
- (f) The employee's pre-packaging salary will continue to be the basis for the following:
 - (i) Superannuable salary, as advised to the employee's Funds from time to time;
 - (ii) Payments of allowances and other payments that are normally based on the employee's gross salary including paying out unused leave on separation from the Employer; and
 - (iii) The Employer's obligations under the Superannuation Guarantee (Administration) Act 1992.
- (g) 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 an arrangement.

55. 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.

56. 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 27 - Recreation Leave, and clause 29 - Long Service Leave, of this Award.

PART VII - SENIOR MANAGERS

57. Senior Managers

57.1 Application

- (a) This clause shall only apply to employees who, at the time this Award comes into force, are designated by the Employer as Senior Managers and who have their conditions of employment, contained within their individual contract in accordance with sub-clause 57.2 below.
- (b) This clause does not apply to Senior Managers designated by the Employer as Executive Members and whose remuneration is based on equivalents of SES levels applicable in the Public Service.

57.2 Terms and conditions

- (a) The transition arrangements provided under sub-clause 11.2 of this Award will not be taken as an intention to change any contracts of employment in effect at the time this Award comes into force or to renegotiate the contracts.
- (b) Contracts provide for adjustments to remuneration and the contract provision will continue to apply for those Senior Managers who elect to remain on contract. Adjustment in remuneration will have regard to the following:
 - (i) Clause 16 - Performance Management System, will apply. The ratings for those Senior Managers who choose to remain on contract would be taken into account when their remuneration is reviewed as set out in their contract.
 - (ii) Any review and re-evaluation of a Senior Manager's job in accordance with sub-clause 11.2(i) will be taken into account in accordance with the principles contained in sub-clause 11.2(ii).
- (c) Except as provided in this clause, this Award will only apply to Senior Managers for the following:
 - (i) Adoption Leave - clause 34;
 - (ii) Family & Community Service Leave - clause 32;
 - (iii) Health and Safety of Employees - clause 55;
 - (iv) Declared Incident Conditions - clause 25;
 - (v) Long Service Leave - clause 29;
 - (vi) Maternity Leave - clause 33;
 - (vii) Paternity Leave - clause 35;
 - (viii) Payment of Money Owing to the Employee in Case of Death - sub-clause 5.4;
 - (ix) Public Holidays - clause 26;
 - (x) Recreation Leave - clause 27;
 - (xi) Recreation Leave Loading - clause 28;
 - (xii) Sick Leave - clause 30; and

- (d) The pay and remaining conditions of employment for Senior Managers will be contained within their individual contracts.
- (e) The remuneration package for Senior Managers shall include provisions in relation to at least one of the following subject matters:
 - (i) Child care;
 - (ii) Mortgage;
 - (iii) Travel; and
 - (iv) Motor vehicle.

57.3 Alternate dispute resolution

- (a) In the instance where an employee has raised a grievance with the Chief Executive and it has not been possible to resolve the grievance, the employee or the Employer may approach for assistance a mutually acceptable independent mediator or the Industrial Relations Commission of NSW.
- (b) The following matters may be the subject of grievance mediation:
 - (i) The terms, assessment and the results of the performance agreement referred to in their contract of employment;
 - (ii) Allegations or concerns as to compliance with the covenants given by the employee in their contract of employment;
 - (iii) Matters of dispute arising from the application of the SCA Code of Conduct;
 - (iv) Matters of dispute arising from the application of the SCA discipline policy, except in so far as it relates to the performance issues dealt with in the employee's contract of employment;
 - (v) Any allegation or concern by the employee that he/she has been adversely treated in his/her employment, provided that this sub-clause shall not apply in the following circumstances:
 - (vi) Summary dismissal;
 - (vii) The failure to promote or the level of promotion;
 - (viii) Remuneration;
 - (ix) The non-renewal or terms of renewal of this agreement or its successor agreement.
- (c) The grievance mediator will not possess the authority to "veto" or "overturn" any decision of the Chief Executive.
- (d) The process to be adopted by the grievance mediator will essentially be one of conflict resolution and mediation.
- (e) The process will not be of an adversary nature and the parties will not be entitled to legal representation.
- (f) The grievance mediator may decline to consider a grievance or a matter.

- (g) An employee may nominate the employee's union or other advisers and may have support persons to assist him/her in the process, but the grievance mediator will determine who will be present and participate in the mediation consultations.
- (h) The grievance mediator, if he/she considers it appropriate, may seek the advice and assistance of any government department, authority, agency or person, including legal advisers, in order to resolve the grievance.
- (i) Nothing in this clause shall prevent the union or the Employer from referring any grievance referred to in sub-clauses (a) and (b) of this sub-clause to the Industrial Relations Commission of New South Wales.
- (j) Where the employee has invoked sub-clause (a) of this sub-clause and referred the grievance to the grievance mediator, the Employer will not take any action to terminate the employee's employment until the grievance mediator has delivered his/her decision.

57.4 Termination

- (a) Termination of employment will not be harsh, unjust or unreasonable.

PART VIII - CONSULTATION AND DISPUTE RESOLUTION

58. Consultative Procedures

58.1 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.

58.2 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 18 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.

58.3 Principles

- 58.3.1 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.
- 58.3.2 At the development stage and prior to a definite decision to introduce changes as outlined in 58.2, 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.
- 58.3.3 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.
- 58.3.4 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.
- 58.3.5 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.
- 58.3.6 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.

58.4 Process

- 58.4.1 SCA will genuinely attempt to avoid the displacement of employees by ensuring a proper process of evaluation for each position.
- 58.4.2 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.
- 58.4.3 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).
- 58.4.4 When the proposed changes are not agreed, either party may enact the dispute resolution clause.
- 58.4.5 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.
- 58.4.6 The SCA will allow sufficient paid time meetings for the unions to consult with affected employees.

59. Dispute Resolution Procedures

59.1 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.

59.2 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 59.2 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 week ends and public holidays) 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 IRC 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 subclause 10(a)

Column 1	Column 2	Column 3
Grade	Pay Point	2.5% First pay on or after 1 July 2011
Grade 19	19.4	\$187,157
	19.3	\$183,485
	19.2	\$179,888
	19.1	\$176,360
Grade 18	18.4	\$172,902
	18.3	\$169,513
	18.2	\$166,189
	18.1	\$162,931
Grade 17	17.4	\$159,735
	17.3	\$156,603
	17.2	\$153,532
	17.1	\$150,522
Grade 16	16.4	\$147,571
	16.3	\$144,677
	16.2	\$141,841
	16.1	\$139,059
Grade 15	15.4	\$136,333
	15.3	\$133,659
	15.2	\$131,039
	15.1	\$128,469
Grade 14	14.4	\$125,950
	14.3	\$123,480
	14.2	\$121,060
	14.1	\$118,684
Grade 13	13.4	\$116,358
	13.3	\$114,077
	13.2	\$111,840
	13.1	\$109,646
Grade 12	12.4	\$107,496
	12.3	\$105,389
	12.2	\$103,324
	12.1	\$101,297
Grade 11	11.4	\$99,309
	11.3	\$97,363
	11.2	\$95,455
	11.1	\$93,583

Grade 10	10.4	\$91,748
	10.3	\$89,948
	10.2	\$88,185
	10.1	\$86,455
Grade 9	9.4	\$84,761
	9.3	\$83,099
	9.2	\$81,468
	9.1	\$79,871
Grade 8	8.4	\$78,305
	8.3	\$76,770
	8.2	\$75,265
	8.1	\$73,789
Grade 7	7.4	\$72,342
	7.3	\$70,925
	7.2	\$69,533
	7.1	\$68,171
Grade 6	6.4	\$66,833
	6.3	\$65,522
	6.2	\$64,239
	6.1	\$62,978
Grade 5	5.4	\$61,744
	5.3	\$60,532
	5.2	\$59,345
	5.1	\$58,183
Grade 4	4.4	\$57,041
	4.3	\$55,924
	4.2	\$54,826
	4.1	\$53,752
Grade 3	3.4	\$52,696
	3.3	\$51,664
	3.2	\$50,652
	3.1	\$49,659
Grade 2	2.4	\$48,685
	2.3	
	2.2	\$47,730
	2.1	\$46,793
Grade 1	1.10	\$45,876
	1.9	\$44,096
	1.8	\$43,230
	1.7	\$42,382
	1.6	\$41,552
	1.5	\$40,738
	1.4	\$39,940
	1.3	\$39,155
	1.2	\$38,387
	1.1	\$37,635

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 2011
Cl.43	Fire Fighting	\$1.72 per hour
Cl. 45(a)	First Aid	\$26.92 per fortnight
Cl. 46	Community Language (A) Base Level	\$1,095.28 pa
Cl. 46	Community Language (B) High Level	\$1,642.82 pa

The following allowances will be adjusted in accordance with the mechanism specified:

Clause No.	Allowance	Variation date	Variation methodology
41.	Travel Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amounts.
42.	Overtime Meal Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amount for Meal 3.
44.	Camping Allowance	1 July each year	Varied in line with CPI adjustments for Sydney.
50.	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

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

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2011- 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1162 of 2011)

Before The Honourable Justice Boland, President

29 September 2011

AWARD

1. Title

The Award is called the Taronga Conservation Society Australia Wages Employees' Award 2011-2012.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Operation of the Award
6.	No Extra Claims
7.	Availability of Award
8.	Dispute Resolution
9.	Workplace Flexibility and Multi-skilling
10.	Types of Employment
11.	Multiple Contracts
12.	Disciplinary Procedures
13.	Leave
14.	TZ Guest Services and Commercial Operations - Special Conditions
15.	Wage Increases and Wage Rates
16.	Payment of Wages
17.	Wage Sacrifice for Superannuation
18.	Classification Requirements
19.	Appointment and Progression
20.	Allowances
21.	Insurance of Tools
22.	Rosters
23.	Ordinary Hours of Work
24.	Rest Period
25.	Shift Loadings
26.	Overtime
27.	Call Back
28.	Starting and Finishing Work
29.	Annual Leave
30.	Annual Leave Loading
31.	Public Holidays and Picnic Days
32.	Uniforms, Personal Protective Clothing and Equipment
33.	Secure Employment

34. Contractors and Volunteers
35. Anti-discrimination
36. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)
Schedule 2 - Allowances
Schedule 3 - Leave Policies

3. Definitions

"Award" means the Taronga Conservation Society Australia Wages Employees' Award 2011 - 2012.

"Supervisor" means a person who supervises an employee or employees covered by the Award

"Taronga" means the Zoological Parks Board of New South Wales a declared authority under the *Zoological Parks Board Act 1973* and the *Zoological Parks Board Amendment Act 2000*, which under this legislation may also be called the Taronga Conservation Society Australia (with the use of this name having the same effect for all purposes as the Zoological Parks Board of New South Wales).

"TZ" means Taronga Zoo, Bradleys Head Road, Mosman, New South Wales.

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales.

"Union/s" means Australian Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch, Australian Workers Union Greater New South Wales Branch, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union - CEPU - Plumbing Division, New South Wales Branch, Construction, Forestry, Mining and Energy Union, Construction and General Division, New South Wales Branch, Electrical Trades Union - New South Wales Branch, and Transport Workers Union of New South Wales.

4. Application

4.1 The parties to the Award are Taronga and the Unions.

4.2 The Award applies to and is binding on the parties to the Award and all permanent, temporary, casual and apprentice employees, employed by the Taronga Conservation Society Australia in the classifications of: Apprentice; Labourer/Driver/Operator; Labourer; Labourer/Driver/Operator (Leading Hand); Labourer (Leading Hand); Water Systems Operator; Water Systems Operator (Leading Hand); Tradesperson; Tradesperson (Leading Hand); Works and Trades Supervisor; Sky Safari Attendant; Sky Safari Operator; Senior Sky Safari Operator; Cleaner; Cleaner (Leading Hand); Cleaning Supervisor; Guest Services Attendant; Guest Services Officer; Guest Services Site Coordinator; Gatekeeper; Security Officer; Senior Security Officer; Assistant Security Manager and Security Manager.

4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Taronga Conservation Society Australia Wages Employees' Award 2008-2011, Taronga Conservation Society Australia Wages Employees' Award 2008, Zoological Parks Board of New South Wales Wages Award 2006, Zoological Parks Board of New South Wales Asset Operations Employees Taronga Zoo Enterprise Agreement 2003; Zoological Parks Board of New South Wales Commercial Operations and Guest Services Employees Enterprise Agreement 2003; Western Plains Zoo Employees - Zoological Parks Board of NSW Enterprise Agreement 2003; Crown Employees (Skilled Trades) Award; General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award; Transport Industry (State) Award; Miscellaneous Workers' General Services (State) Award, Security Industry (State) Award and the Crown Employees Wages Staff (Rates of Pay) Award. For the avoidance of doubt, the parties acknowledge that:

- (a) this Award rescinds and replaces those enterprise agreements and enterprise awards referred to in this clause; and

- (b) it is the intention of the parties that the awards referred to in this clause have no application to the employees covered by the Award and will be varied accordingly.

5. Operation of the Award

This Award has effect from the beginning of the first full pay period on or after 1 July 2011 and will remain in force until 30 June 2012, and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award, 2008-2011 published 26 March 2010 (370 I.G. 115).

6. No Extra Claims

- 6.1 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.
- 6.2 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.

7. Availability of Award

- 7.1 The master copy of the Award will be kept in the Human Resources Division at Taronga Zoo and a copy in the office of the General Manager, Taronga Western Plains Zoo.
- 7.2 A copy of the Award will be made available to all existing and new employees covered by the Award.

8. Dispute Resolution

- 8.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 8.2 The Vocational Training Order for Apprentices made under the *Apprenticeship and Traineeship Act 2001* will override any conflicting steps contained in this clause.
- 8.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 8.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 8.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.
- 8.6 Where a bona fide and critical occupational health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.
- 8.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 8.8 A Union, Taronga or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.
- 8.9 A matter in dispute will first be discussed between an employee and their Supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level, or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.
- 8.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.

- 8.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the General Manager, Human Resources or their delegate with the aim of trying to resolve the matter within 5 working days.
- 8.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

9. Workplace Flexibility and Multi-Skilling

- 9.1 The Unions and Taronga are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by Taronga to contribute to the development of a more strategic and visitor-oriented operation.
- 9.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. Taronga will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to Taronga Conservation Society Australia operational requirements.
- 9.3 Employees will perform work that is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 9.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 9.5 Taronga may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 9.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 9.7 TWPZ or TZ Guest Services and Commercial Operations employees in one classification may be required by Taronga to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the higher duties provisions of the Award.
- 9.8 Labourers and Labourer/Driver/Operators who have the skills may perform minor maintenance work, which is approved beforehand by the relevant manager where practicable.
- 9.9 Transportation of animals or any other cargo will be allocated to employees based on driver licensing requirements, vehicle size, occupational health and safety requirements, animal welfare requirements and any legislative or regulatory requirements for the type of animal involved. Determination of the method of transport to be used for movement of animals and cargo will reflect the understanding between Taronga and the Unions that professional drivers will be used in animal transportation where considered appropriate by the relevant managers.
- 9.10 A series of policy guidelines for animal transportation will be reviewed in consultation with the Transport Workers Union.

10. Types of Employment

- 10.1 An employee will be engaged as a permanent, temporary, casual or apprentice employee.
- 10.2 An employee may be required by Taronga to perform their duties on sites other than Taronga Conservation Society Australia premises.
- 10.3 Taronga may dismiss an employee without notice for serious misconduct or wilful disobedience.

- 10.4 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

Permanent Employment

- 10.5 A permanent employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 10.6 A probationary period may be for a period of up to 6 months.
- 10.7 During a probationary period, Taronga may terminate the employment of a permanent employee giving one week's notice.
- 10.8 A permanent employee may terminate their employment giving 2 weeks notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 10.9 If a permanent employee's position becomes redundant, New South Wales Government policy will apply.
- 10.10 After the probationary period, Taronga may terminate the employment of a permanent employee in accordance with Clause 12 Disciplinary Procedures of the Award.

Temporary Employment

- 10.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 10.12 A temporary employee will be advised in writing that their employment is temporary.
- 10.13 By agreement between the employee and Taronga, a temporary employee may be paid an allowance of 1/12th of their base salary in lieu of annual leave.
- 10.14 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

Casual Employment

- 10.15 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by Taronga on a short or irregular basis, where Taronga has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 10.16 A casual employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave. The NSW Long Service Leave Act will cover long service leave.
- 10.17 The casual loading and casual annual leave allowance will not be paid on overtime. A casual TWPZ employee and TZ Capital Works and Infrastructure employee will be engaged for a minimum shift of 3 hours.
- 10.18 A casual employee, except for Sky Safari rescue team members, will be engaged for a minimum of 3 hours.
- 10.19 A Sky Safari rescue team member, other than Sky Safari Attendants and Operators, may be engaged for a minimum of 1 hour.
- 10.20 Taronga or the employee may terminate the employment of a casual employee giving one hour's notice.

Apprentices

- 10.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice otherwise prescribed in the Award.
- 10.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 10.23 Progression within the rates prescribed for the years of service for Apprentices will be in accordance with the Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001*.

11. Multiple Contracts

- 11.1 An employee may be engaged by Taronga in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).
- 11.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instrument.
- 11.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.

12. Disciplinary Procedures

- 12.1 Taronga may take disciplinary action if a permanent employee:
- (a) engages in any misconduct;
 - (b) whilst on duty consumes, uses or shows the effects of alcohol or prohibited drugs;
 - (c) intentionally disobeys or intentionally disregards any lawful order made or given by a person having authority to make or give the order;
 - (d) does not comply with any lawful written direction given by Taronga;
 - (e) is negligent, careless, inefficient or incompetent in the performance of their duties; or
 - (f) engages in any disgraceful or improper conduct which may bring the Taronga Conservation Society Australia into disrepute.
- 12.2 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of the procedures contained in this clause.
- 12.3 Provided that Taronga may dismiss a permanent employee without notice for serious misconduct or wilful disobedience, Taronga may take the following disciplinary action in a case of poor behaviour or performance by a permanent employee:
- (a) A Supervisor may discuss the matter with an employee in an initial interview and agree on the future standard of behaviour or level of performance required of the employee.
 - (b) If an employee fails to reach or maintain the standard of behaviour or level of performance agreed in an initial interview, or if the matter is so serious as to warrant it, a manager may conduct a disciplinary interview with an employee. The employee will be advised of the future standard of behaviour or level of performance required of them, with a warning that any repetition of the behaviour or continuation of the poor performance may result in dismissal.
 - (c) If an employee fails to reach or maintain the standard of behaviour or level of performance as determined in a disciplinary interview, Taronga may dismiss the employee giving them two weeks notice of termination of employment or the equivalent payment in lieu of notice.

13. Leave

- 13.1 Leave conditions are provided for by the Taronga Conservation Society Australia policies listed in Schedule 3 of the Award. These policies are not incorporated by the Award and will apply as in force from time to time.
- 13.2 Taronga will negotiate with Unions on any proposed revision of policies referred to in Schedule 3 of the Award.

14. TZ Guest Services and Commercial Operations - Special Conditions

Accommodation for Meals

- 14.1 Where practicable Taronga will allow employees to have their meal and tea breaks in a suitable place protected from the weather.
- 14.2 Taronga will provide employees with adequate facilities for tea making and for heating food.
- 14.3 Taronga will advise employees of the accommodation available at the work site before work starts at that site.

Dressing Accommodation

- 14.4 Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided by Taronga.

Work Materials

- 14.5 All materials required for cleaning, including soap and/or detergent and materials for washing up purposes, will be supplied by Taronga.

Expenses for Attendance at Court

- 14.6 Where it is necessary for an employee to attend a court hearing on behalf of Taronga or a client of Taronga in relation to any matter arising out of or in connection with the employee's duties, the time taken will count as time worked.
- 14.7 An employee will be reimbursed for all reasonable expenses incurred in attending court.

15. Wage Increases and Wage Rates

- 15.1 Employees are awarded an increase in remuneration or other conditions of employment of 2.5 per cent payable from the first full pay period on or after 1 July 2011.
- 15.2 This increase in remuneration or other conditions of employment will be processed as soon as practicable after the finalisation of the award negotiations and on the certification of the new award by the IRC.
- 15.3 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.
- 15.4 The rates of pay contained in Schedule 1 of this Award take into account the adjustments payable under the State Wage Cases 2006, 2007, 2008, 2009 and 2010. These adjustments may be offset against any equivalent over award payments.
- 15.5 The Junior Guest Services officer rates of pay contained in Schedule 1 of this Award apply only to Guest Services Officers who are employed after the making of this Award and are under 18 years of age.

- 15.6 The wage increases provided for in the Award, insofar as they apply from the first full pay period on or after 1 July 2011, will only be paid to those employees who are employed at the date of the making of the Award.

16. Payment of Wages

- 16.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 16.2 Taronga will provide employees with pay advice either electronically or in paper form, unless requested by the employee not to provide any advice. If an employee would normally receive an electronic pay advice they may, on application to Taronga, be provided with the advice in paper form.
- 16.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 16.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

17. Wage Sacrifice for Superannuation

- 17.1 If Taronga agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 17.2 The election is subject to the rules of the employees' superannuation fund allowing Taronga to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 17.3 The election must be made before the period of service to which the earnings relate.
- 17.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 17.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

18. Classification Requirements

- 18.1 The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 9 - Workplace Flexibility and Multi-skilling of the Award or changing, with written advice, the expected nature and mix of duties consistent with the classification requirements.

TZ Labourer/Driver/Operator

- 18.2 A Labourer/Driver/Operator will undertake a mix of duties as directed by their Supervisor.
- 18.3 The requirements for a Labourer/Driver/Operator Grade 1 are:
- (a) have less than 12 months relevant experience;
 - (b) to be able to perform basic tasks in maintenance, construction and transport;

- (c) to have their performance monitored by close supervision; and
 - (d) to complete the Induction Course.
- 18.4 The requirements of a Labourer/Driver/Operator Grade 2, in addition to the requirements of Labourer/Driver/Operator Grade 1, are:
- (a) minimum 12 months relevant experience;
 - (b) to perform tasks in maintenance, construction and transport under general supervision and direction;
 - (c) to operate relevant machinery and tools; and
 - (d) to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia, including approved manual handling and OHS&E awareness courses.
- 18.5 The requirements of a Labourer/Driver/Operator Grade 3, in addition to the requirements of Labourer/Driver/Operator Grade 2, are:
- (a) preparedness to fully integrate the duties of Driver, Labourer and Operator;
 - (b) to have 2 years or more relevant experience;
 - (c) to perform tasks without supervision;
 - (d) to perform some complex tasks within the range of duties required by Taronga Conservation Society Australia exercising some initiative in the application of established work practices;
 - (e) to operate relevant machinery and tools;
 - (f) to contribute to decision-making processes via relevant manager;
 - (g) to be capable of and may be required to supervise employees; and
 - (h) to undertake on-the-job training in basic tradespersons skills as required by Taronga Conservation Society Australia.
- TZ Labourer/Driver/Operator (Leading Hand)
- 18.6 The requirements of a Labourer (Leading Hand) are:
- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
 - (b) to be responsible for basic OHS&E training;
 - (c) to be able to perform a wide range of complex tasks;
 - (d) may work independently and be responsible for a section of work following established priorities and work practices;
 - (e) must have completed a wide range of on-the-job training courses and be capable of running courses; and
 - (f) will undertake or have completed supervision training.

TWPZ Labourer

18.7 The requirements of a Labourer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by close direction and/or continual performance assessment;
- (d) to complete Induction Course.

18.8 The requirements of a Labourer Grade 2 are:

- (a) minimum 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by general supervision and direction; and
- (d) to be prepared to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia, including approved manual handling and OHS&E awareness courses.

18.9 The requirements of a Labourer Grade 3 are:

- (a) minimum 2 years or more relevant experience;
- (b) to perform basic tasks without supervision;
- (c) to perform some complex tasks within the range of duties required by Taronga;
- (d) to exercise limited decision-making including exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia; and
- (g) to assist in running courses.

18.10 The requirements of a Labourer Grade 4 are:

- (a) minimum 3 years relevant experience;
- (b) to be able to perform a wide range of complex tasks;
- (c) to be able to work unsupervised and usually without detailed instructions;
- (d) to exercise independent action within established work practices; to be prepared to undertake on the job training to develop skills relevant to Taronga; and
- (e) to assist in running training courses.

TWPZ Labourer (Leading Hand)

18.11 The requirements of a Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic OHS&E training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;
- (e) to have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) to undertake or have completed supervision training.

Water Systems Operator

18.12 The requirements of a Water Systems Operator are:

- (a) to ensure plant operation and maintenance is performed in accordance with operational licensing requirements of the plant;
- (b) to ensure the plant is maintained in a clean, presentable and operational manner, including using any additives as necessary;
- (c) to administer plant documentation including the provision of reports regarding plant conditions, testing and licensing status to the relevant manager; and
- (d) to operate and maintain Taronga Conservation Society Australia water systems to satisfy approved stakeholder requirements.

Water Systems Operator (Leading Hand)

18.13 The requirements of a Water Systems Operator (Leading Hand) are:

- (a) have demonstrated experience in monitoring and optimising the performance of water systems to ensure water quality requirements are met and maintained;
- (b) have high level of experience in the maintenance and operations of water treatment systems;
- (c) to be able to identify and coordinate maintenance tasks associated with all water treatment systems liaising with external service providers.
- (d) to ensure that all works associated with water systems is carried out in a safe and efficient manner.
- (e) have the ability to train staff and document processes and procedures related to all water systems.
- (f) to ensure that all records are maintained to meet the requirements of all stakeholders and statutory authorities.
- (g) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (h) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (i) to exercise independent action;

- (j) to undertake on-the-job training in basic skills of other trades; and
- (k) to run training courses as required.

TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder (First Class), Electrical Fitter

18.14 The requirements of a Tradesperson Grade 1 are:

- (a) to undertake a full range of tradespersons duties;
- (b) to be able to work without supervision;
- (c) may work independently and be responsible for a section of work following established priorities and work practices;
- (d) to have completed Trade Certificate; and
- (e) will undertake on-the-job training in basic skills of other trades, as required.

18.15 The requirements of a Tradesperson Grade 2, in addition to the requirements of Tradesperson Grade 1, are:

- (a) 12 months or more relevant experience;
- (b) to exercise independent action;
- (c) to be capable of and may be required to supervise employees;
- (d) to contribute to decision-making processes via relevant management;
- (e) may assist in running training courses under the direction of the Supervisor;
- (f) will be required to have completed Trade Certificate; and
- (g) will undertake on-the-job training in basic skills of other trades, as a minimum.

TZ Tradesperson (Leading Hand)

18.16 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (c) to exercise independent action;
- (d) have completed Trade Certificate;
- (e) to undertake on-the-job training in basic skills of other trades; and
- (f) to run training courses as required.

TWPZ Tradesperson - Carpenter; Motor Mechanic, Painter, Plumber

18.17 The requirements of a Tradesperson (Leading Hand) are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trades Certificate;
- (g) to undertake on the job training in the basic skills of other trades; and
- (h) to conduct training.

TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber (Leading Hand)

18.18 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to exercise independent action;
- (e) to have completed Trades Certificate;
- (f) to undertake on the job training in the basic skills of other trades; and
- (g) to conduct training courses.

TWPZ Works and Trades Supervisor

18.19 The requirements of a Works and Trades Supervisor are:

- (a) to supervise staff, allocate duties, monitor performance, provide direction on work to be performed;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within the section;
- (c) to exercise independent action;
- (d) to liaise with senior staff in other sections to ensure a co-ordinated approach to work;
- (e) to undertake available management courses and training;
- (f) to ensure asset maintenance work contributes to the presentation, safety, operation and maintenance of TWPZ facilities, grounds and exhibits;
- (g) verify the work is completed relevantly and achieves Taronga Conservation Society Australia standards;
- (h) to manage, guide, develop and support allocated team members to achieve individual and Taronga Conservation Society Australia goals;

- (i) to drive the team's adoption of an enhanced customer focused approach; and
- (j) to ensure employees under their leadership adhere to all Taronga Conservation Society Australia policies, including occupational health, safety and environment requirements and the Code of Conduct.

Sky Safari Attendant

18.20 A casual employee, including nominated members of the Sky Safari rescue team, will be employed as a Sky Safari Attendant Grade 1.

18.21 The requirements of a Sky Safari Attendant Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to assist with ensuring the good order and safe operation of Sky Safari cable cars;
- (c) to provide high levels of customer service including greeting, directing and assisting with entry and exit of Sky Safari passengers;
- (d) to perform general cleaning and tidying of Sky Safari cabins and platforms;
- (e) to work closely with other departments of Taronga Conservation Society Australia to ensure a seamless experience for guests on Taronga Conservation Society Australia premises;
- (f) have performance monitored by close supervision; and
- (g) to undertake training as required and provided by Taronga, including Sky Safari Attendants training program.

18.22 The requirements of a Sky Safari Attendant Grade 2, in addition to the requirements of Sky Safari Attendant Grade 1, are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and
- (c) to undertake training as required and provided by Taronga Sky Safari Operators

Sky Safari Operator

18.23 The requirements of a Sky Safari Operator, in addition to the requirements of Sky Safari Attendant Grade 2 are:

- (a) have a minimum 6 months relevant experience;
- (b) completion of Sky Safari Operator training and rescue team training;
- (c) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (d) to provide maintenance assistance as required;
- (e) to have performance monitored by supervision;
- (f) to complete relevant and required training as provided by Taronga, including Sky Safari Attendant training program at Sky Safari Attendant Grade 1 level; and
- (g) have completed Senior First Aid course.

Senior Sky Safari Operator

18.24 The requirements of a Senior Sky Safari Operator, in addition to the requirements of Sky Safari Operator, are:

- (a) 2 years relevant experience;
- (b) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (c) to take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections; and
- (d) to provide maintenance assistance as required.

Cleaner

18.25 A casual Cleaner will be employed as a Cleaner Grade 1.

18.26 The requirements of a Cleaner Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform cleaning work of any description on Taronga Conservation Society Australia premises for the greater part of any shift worked, including any of the following tasks, or combination of tasks as directed by Taronga, including the operation of mechanical or other forms of cleaning equipment for which the employee possesses relevant experience or training;
- (c) to distribute and maintain toilet and other requisites and cleaning materials in buildings or establishments;
- (d) to clean carpets including operating equipment used in powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly referred to as 'steam cleaning');
- (e) to clean windows and other glass panels and doors, as required;
- (f) to operate 'ride-on' powered sweeping machines, where relevant training has been provided;
- (g) to operate steam cleaning and pressure washing equipment on the exterior of buildings no higher than 2.5 metres on one level;
- (h) to bring into or maintain Taronga Conservation Society Australia premises in a clean condition, whatever may be the nature of the employee's other duties;
- (i) to perform customer or public relations or other duties as required;
- (j) to have performance monitored by close supervision; and
- (k) to undertake relevant training as provided and required by Taronga.

18.27 The requirements of a Cleaner Grade 2, in addition to the requirements of Cleaner Grade 1 are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and
- (c) to undertake relevant training as provided and required by Taronga.

18.28 The requirements of a Cleaner Grade 3, in addition to the requirements of Cleaner Grade 2, are:

- (a) to have performance monitored by supervision;
- (b) to have completed relevant and required training as provided by Taronga at Cleaner Grade 2 Grade;
- (c) to perform supervising of staff on an occasional basis;
- (d) to hold a full driver's licence (including endorsement to drive a manual vehicle);
- (e) to monitor stock levels (unsupervised);
- (f) to assist in the completion of Quality Assurance audits and facility maintenance audits; and
- (g) to assist in training new staff and retraining current staff.

Cleaner (Leading Hand)

18.29 The requirements of a Cleaner (Leading Hand), in addition to the requirements of Cleaner Grade 3, are:

- (a) to provide support and relief when required to Cleaning Supervisor/s;
- (b) to assist Cleaning Supervisor/s in general supervision of Grade 1, 2 and 3 cleaning duties;
- (c) to perform tasks without supervision;
- (d) to lead a team of cleaners;
- (e) to order supplies and perform administrative tasks as required;
- (f) to implement cleaning procedures and other relevant cleaning documentation;
- (g) to conduct quality assurance audits and facility maintenance audits;
- (h) to implement training programs for new staff and retraining programs for current staff; and
- (i) hold current Senior First Aid Certificate.

Cleaning Supervisor

18.30 The requirements of a Cleaning Supervisor are:

- (a) to perform the cleaning duties of Cleaner or Leading Hand Cleaner, as required;
- (b) to ensure the clean presentation of Taronga Conservation Society Australia premises by directing, co-ordinating and prioritising the work of cleaners;
- (c) to provide ongoing advice to the officer in charge of the cleaning department for the preparation of rosters and ensure their implementation;
- (d) verify the work of Cleaners is completed relevantly and achieves Taronga standards;
- (e) to supervise and lead cleaning employees;
- (f) to order supplies and receive deliveries;
- (g) to maintain building/s or section/s of Taronga Conservation Society Australia premises;

- (h) to maintain cleaning equipment;
- (i) to operate computer equipment and maintain records, as required;
- (j) to develop comprehensive training programs for staff at all Grades;
- (k) to develop and complete quality assurance audits and facility maintenance audits;
- (l) to perform general administration duties including computer based payroll systems, computer based record keeping systems, basic filing system management and other general administration duties; and
- (m) to develop and implement a roster that prioritises cleaning tasks to ensure that Taronga Conservation Society Australia premises are presented at their best at all times.

TWPZ Guest Services Attendant

18.31 The requirements of a Guest Services Attendant may include but are not limited to the following:

- (a) provide the highest level of customer service to guests;
- (b) meet and greet guests at any entry/exit point to Taronga Conservation Society Australia premises and within the zoo grounds;
- (c) facilitate the hiring of bicycles and motorised carts to visitors, including the non-mechanical maintenance, provision and storage of bicycles, motorised carts, helmets, and baskets; and identify any mechanical maintenance that is required to be performed;
- (d) perform financial transactions, including the operation of a cash register; collection, return and check of float/s; and processing of credit card transaction;
- (e) provide information and assistance to visitors, including distributing event information/maps, operating attractions, issuing directions, checking tickets after point of sale and other value-adding customer activities;
- (f) provide visitors with hire forms and operational instructions; and assist visitors in fitting equipment, completing forms, and checking equipment upon its return;
- (g) maintain bicycles and motorised carts and hire station in a clean and presentable manner; and
- (h) undertake on the job training as required and provided by Taronga.

Notes: Licensed drivers only are to operate motorised carts.

Built into the wage rate for this classification as set out in Schedule 1 of the Award is a component paid in lieu for any claims for shift loadings, except for a Public Holiday shift loading.

Guest Services Officer

18.32 The requirements of a Guest Services Officer are to perform any of the following tasks, or combination of tasks:

- (a) meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (b) operate Taronga Conservation Society Australia car park including the management of car park spaces, traffic flow, collection of parking fees and issuing receipts;
- (c) provide the highest level of customer service to guests;

- (d) undertake customer service duties as directed, including the provision of information to visitors, distributing event information/maps, and assisting and escorting guests;
- (e) perform administrative/operational duties to support guest services functions; and
- (f) undertake on the job training as required and provided by Taronga.

Senior Guest Services Officer

18.33 The requirements of a Senior Guest Services Officer, in addition to the requirements of Guest Services Officer, are:

- (a) more than 12 months relevant experience within a face to face Customer Service industry; and/or
- (b) to support and assist Guest Services Site Coordinator and Work Officers;
- (c) to provide reports to Site Coordinator as required including daily issues;
- (d) to identify OHS&E issues and generating work requisitions as necessary.;
- (e) possess a current Senior First Aid Certificate; and
- (f) to complete relevant and required training as provided by Taronga for Guest Services Officers.

Guest Services Site Coordinator

18.34 The requirements of a Guest Services Site Coordinator, in addition to the requirements of Senior Guest Services Officer, are:

- (a) more than 2 years supervisory relevant experience within the Customer Services, Tourism and/or Hospitality industry;
- (b) to meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (c) possess a current Senior First Aid Certificate or Occupational First Aid Certificate;
- (d) to undertake quality checks and complete logs throughout the day of public area presentation standards, including toilets, litter, food areas and relevant staffing levels and signage, and liaise with management and other departments of Taronga regarding same as required;
- (e) to report on the impact of construction on guest circulation and advise as to alternative solutions to improve visitor experiences;
- (f) to report on guest impact of changes to animals on exhibit;
- (g) to resolve visitor issues, consulting with senior management as relevant;
- (h) to assist in pre-show activities, (e.g. Seal and Bird Shows);
- (i) to assist in briefings delivered by senior management;
- (j) to supervise or act as 'meet and greet host' for booked groups;
- (k) to supervise Guest Services personnel, volunteers and/or students; and
- (l) to prepare and distribute daily reports of activities within the ground as required.

Gatekeeper

18.35 The requirements of a Gatekeeper are:

- (a) while stationed at an entrance and/or exit, to control the movement of persons, vehicles, goods and/or property arriving or departing from Taronga Conservation Society Australia premises or property, including the inspection of vehicles carrying loads of any description to ensure that the load and description of such goods is in accordance with the requirements of the relevant document and/or gate pass;
- (b) to perform area or door attendant/commissionaire role in a commercial building as required and where qualified;
- (c) to perform other security duties consistent with Security Officer Grade 1, for which the Gatekeeper is qualified, as directed; and
- (d) to undertake on the job training as required and provided by Taronga.

Security Officer

18.36 A casual Security Officer will be employed as a Security Officer Grade 1.

18.37 The requirements of a Security Officer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to observe, guard and/or protect Taronga Conservation Society Australia premises and/or property; including controlling access to and exit from premises; managing conflict; apprehending offenders; escorting and carrying valuables; providing for safety of persons; assisting in crowd management and maintaining effective relationships with clients, staff and guests of Taronga as part of a team;
- (c) to be fully conversant with Taronga Conservation Society Australia Guest Services and Security procedures relating to Taronga operations, premises and/or property, including emergency procedures for environmental controls of exhibits;
- (d) to be conversant with location and use of all Taronga fire fighting equipment, including service and maintenance requirements;
- (e) to provide a high level of customer and security related services, including Zoo patrols and assistance with operational issues relating to the guest experience;
- (f) to be fully conversant with procedures for accepting injured animals after hours;
- (g) to possess a current Security Industry Certificate, and relevant security licence (1AC); and
- (h) to undertake or have completed on the job training.

18.38 The requirements of a Security Officer Grade 2, in addition to the requirements of Security Officer Grade 1, are:

- (a) more than 12 months relevant experience; and
- (b) to undertake required training as required and provided by Taronga.

Senior Security Officer

18.39 The requirements of a Senior Security Officer, in addition to the requirements of a Security Officer Grade 2, are:

- (a) a minimum of 3 years industry service; and
- (b) to assist the Security Manager and Assistant Security Manager in the management of operations as required.

Assistant Security Manager

18.40 The requirements of an Assistant Security Manager, in addition to the requirements of a Senior Security Officer, are:

- (a) liaise with management and other departments of Taronga regarding general security matters;
- (b) to direct inquiries from the general public to relevant management;
- (c) to deputise for the Security Manager as required; and
- (d) to assist the Security Manager in the management of operations.

Security Manager

18.41 The requirements of a Security Manager, in addition to the requirements of an Assistant Security Manager, are:

- (a) to manage, plan and co-ordinate Taronga security operations including recruitment and training of staff and provide reports as requested, including monthly financial reports and yearly budget plans;
- (b) to co-ordinate emergency procedures;
- (c) to direct Security Officers and Gatekeepers in the daily operations of the security team;
- (d) to oversee and develop Security Officer and Gatekeeper rosters; and
- (e) to perform security duties, and be on-call to respond to security emergencies/matters.

Note: Built into the Security Manager wage rates prescribed in Schedule 1, is a component paid in lieu of any claims for on call allowance, shift and/or overtime rates, except for elective overtime provided under the Overtime clause of the Award.

19. Appointment and Progression

- 19.1 Merit based selection processes will be used to make appointments.
- 19.2 Relevant experience will be considered in determining the level to which an employee is appointed.
- 19.3 Progression within a classification will be considered on the anniversary of an employee's progression to their current grade, unless specified otherwise in the relevant classification requirements.
- 19.4 Progression within a classification is subject to a satisfactory performance review at the employee's current grade in accordance with Taronga performance management procedures and the requirements of the current grade being achieved.
- 19.5 TWPZ vacancies above base grade will be advertised internally in the first instance.

20. Allowances

- 20.1 The allowances provided for in this clause are set out in Schedule 2 of the Award.

- 20.2 Where an Allowance is Specified as a Weekly Rate and an Employee Who is Entitled to the Allowance is Engaged Part Time, the Allowance Will be Paid on a Pro Rata Basis By Dividing the Weekly Rate By 38 for an Hourly Rate to a Maximum of the Weekly Allowance.

Tool Allowance

- 20.3 A weekly tool allowances will be paid to a Tradesperson and an Apprentice for providing and maintaining their own hand tools.
- 20.4 The allowance will be paid for all purposes, except separation.

Tradespersons Licence Allowance

- 20.5 A weekly licence allowance will be paid to a Tradesperson, except a plumber, gasfitter and drainer, when required by Taronga to hold the prescribed licence/s. The allowance will be paid for all purposes, except separation.
- 20.6 An hourly licence allowance will be paid as a flat rate for all hours worked to a plumber, gasfitter or drainer when the relevant licence is held and acted upon.

Security Licence Allowance

- 20.7 On production of the original licence, Taronga will reimburse an employee for the cost of the licence fee and application fee if they are required to hold a Class 1 licence under the Security Industry Act 1997.
- 20.8 Should the employment of an employee required to hold a Class 1 licence cease during the life of the licence, the employee will have the pro rata value of the licence and application fee for the years of licence remaining deducted from their separation payments.

Registration Allowance

- 20.9 A weekly registration allowance will be paid to a plumber who is required to hold a Certificate of Registration. The allowance will be paid for all purposes, except separation.

Chokage Allowance

- 20.10 A daily chokage allowance will be paid as a flat rate, to a TZ Plumber when required to work on a 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.

Fouled Equipment Allowance

- 20.11 A daily fouled equipment allowance will be paid as a flat rate, to a TZ Capital Works and Infrastructure employee when required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, except when they are already receiving a chokage allowance.

Labourer/Driver/Operator Travel Allowance

- 20.12 A weekly travel allowance will be paid to a TZ Labourer/Driver/Operator in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award.

Higher Duties Allowance

- 20.13 A higher duties allowance will be paid when an employee is required by the relevant manager to relieve in a position at a higher grade for periods of 5 or more consecutive working days, with a rostered day off being regarded as a working day for the purpose of calculating the 5 day qualifying period. At TWPZ, an employee who is temporarily appointed to supervise employees engaged under various government schemes for 3 or more days will be paid a higher duties allowance for a minimum of 5 days.

- 20.14 The allowance will be an amount equal to the difference between the wage of the higher graded position and the wage of the relieving employee's position.
- 20.15 If only a portion of the duties associated with the higher graded position are required to be performed, the allowance will be paid pro rata as determined by the relevant manager.
- 20.16 Before the period of relief starts, the relevant manager will discuss with the relieving employee the full duties of the position; those duties required to be undertaken during the relief period; the criteria determining the proportion of the allowance; and the delegation of the position that may be exercised.
- 20.17 The allowance will not be paid on leave except when the employee has been relieving in the position for more than 12 months.
- 20.18 A TZ Guest Services and Commercial Operations employee who is required to perform work of a position at a lower grade for periods of up to a week will not suffer any reduction in their wage rate.

First Aid Allowances

- 20.19 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.
- 20.20 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.
- 20.21 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.
- 20.22 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

- 20.23 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.
- 20.24 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

Disability Allowance - TWPZ

- 20.25 TWPZ employees will be paid a disability allowance, which compensates for working conditions at TWPZ particularly where employees are often required to work in the field without ready access to amenities.
- 20.26 The disability allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

On Call (Standby) Allowance - TWPZ

- 20.27 An hourly allowance will be paid to a TWPZ employee when they are directed to be on call or on standby for a possible recall to work.

Overtime Meal Allowance

- 20.28 If a meal is not provided by Taronga, an overtime meal allowance will be paid:
- (a) when an employee works more than 2 hours of overtime before or after an ordinary hours rostered shift; or

- (b) after every 5 hours of overtime worked when an employee works on a rostered day off.

Allowances absorbed into the wage rates of the relevant classifications

- 20.29 Built into the wages of TZ Labourer/Driver/Operator and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, and wet work allowances.
- 20.30 Built into the wages of TWPZ Labourer and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, wet work, chokage and fouled equipment allowances.
- 20.31 Built into the wages of Apprentices is a weekly component in lieu of receiving an apprentice examination allowance for passing the prescribed annual technical college examinations for the preceding year and the Supervisor receiving a satisfactory report as to conduct, punctuality and workshop progress for the Apprentice.
- 20.32 Built into the wages of Cleaners is a component that is paid in lieu of any claims for special rates not covered by the Award, including Refuse, Multi-Purpose Machine and Toilet Allowances.
- 20.33 Built into the wage rates for TWPZ Labourer and Tradespersons is the works allowance that was compensation for the isolated environment of the construction work undertaken at TWPZ.
- 20.34 Built into the wage rates for Leading Hands is a component that is paid in lieu of all Leading Hand Allowances.

21. Insurance of Tools

- 21.1 Taronga will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on Taronga Conservation Society Australia premises.
- 21.2 An employee will provide a list of the tools insured if requested by Taronga.
- 21.3 An employee will ensure that their tools are cared for and kept safely.
- 21.4 Taronga will reimburse an employee for loss of tools insured up to the value set out in Schedule 2 of the Award, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

22. Rosters

- 22.1 Employees may be rostered to suit Taronga Conservation Society Australia operational requirements.
- 22.2 Taronga will prepare rosters that are fair and equitable and meet occupational health and safety requirements.
- 22.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.
- 22.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous period.
- 22.5 Rosters will be prepared 7 days in advance.
- 22.6 Rosters may be changed as long as they comply with the terms set out in Clause 23 - Ordinary Hours of Work of the Award.
- 22.7 Changes to published rosters may be made inside 7 days by agreement between a Supervisor and an employee.

- 22.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.
- 22.9 An employee will be paid overtime if they are required to work on their rostered day off.

23. Ordinary Hours of Work

Number of ordinary hours of work

- 23.1 The number of ordinary hours of work for employees engaged full-time are 152 hours worked over a designated period of 28 consecutive days.

Patterns of ordinary hours of work

- 23.2 Ordinary hours will be worked:
- (a) in at least 16 and up to 19 shifts in each designated period of 28 consecutive days;
 - (b) in shifts of between 6 and 10 hours, or of between 10 and 12 hours by agreement between Taronga and the employee;
 - (c) with a minimum of 9 and a maximum of 12 rostered days off in each designated period of 28 consecutive days;
 - (d) with at least one occasion of at least 3 consecutive days and a second occasion of at least 2 consecutive days rostered off in each designated period of 28 consecutive days; and
 - (e) over not more than 6 consecutive days, except by agreement between the employee and their Supervisor.
- 23.3 Taronga will consult with the relevant union/s with the aim of reaching consensus on any proposed change to existing shift patterns for TWPZ Works and Trades employees or TZ Capital Works and Infrastructure employees. If consensus cannot be reached on a proposed change, then the matter may be dealt with under the dispute settlement procedures of the Award.
- 23.4 The existing shift pattern for TWPZ Works and Trades employees, except for those engaged on relief cleaning work is 19 shifts of 8 hours, Monday to Friday (inclusive), between 5:00am and 7:00pm.

Meal and tea breaks

- 23.5 Employees, except Security employees, are entitled to an unpaid meal break of not less than 30 minutes, and not more than 1 hour, the length of time depending on operational requirements, to be taken no later than after every 5 hours worked within each ordinary hours rostered shift.
- 23.6 Security employees, including casual employees, may take a paid meal break of not less than 20 minutes not earlier than 4 hours nor later than 5 hours after the start of each shift, where it is reasonably practicable to do so.
- 23.7 All employees except those in security classifications may take a paid tea break of 20 minutes (or two 10 minute breaks) in each ordinary hours rostered shift of 4 hours or more, at a time determined by operational needs, without loss of pay for any ordinary hours rostered during such absence.

Employees engaged part-time

- 23.8 The ordinary hours of work for employees engaged part-time will be the same as those for employees engaged full-time except that:

- (a) the number of ordinary hours of work per week will be agreed between the employee and Taronga, provided that they are not less than 32 hours over a designated period of 28 consecutive days;
- (b) hours worked up to 152 hours over a designated period of 28 consecutive days, within the pattern of hours prescribed by the Award for a comparable employee engaged full-time, will be paid as ordinary hours;
- (c) ordinary hours may be worked in shifts of not less than 3 hours duration, unless agreed otherwise by the employee and Taronga;
- (d) the pattern of hours may be varied, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, by agreement between the employee and their Supervisor; and
- (e) Taronga may vary the pattern of hours, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, giving 7 days notice.

24. Rest Period

- 24.1 Work will be rostered so that employees have at least 8 consecutive hours off work, or 10 consecutive hours off work in the case of TZ Capital Works and Infrastructure employees, between the work of successive shifts when it is reasonably practicable to do so.
- 24.2 If an employee does not have the prescribed hours off between finishing one shift and being rostered to start another shift, they will be released from work after completion of the shift until they have had the prescribed consecutive hours off work, without loss of pay for ordinary hours rostered during the absence.
- 24.3 If Taronga instructs an employee to resume or continue work without having had the prescribed consecutive hours off work, the employee will be paid at double time rates of pay until released from work and able to take the prescribed break.

25. Shift Loadings

- 25.1 Guest Services Attendants and the Security Manager will not receive the shift loadings set out in this clause, except for the shift loading for a Public Holiday.
- 25.2 Where an employee is entitled to an additional day in lieu of part of the loading for working a Public Holiday, the timing of the day will be agreed between the employee and their Supervisor but must be taken before the end of the designated period of 28 consecutive days following the period in which the Public Holiday fell.

TWPZ Employees, TZ Capital Works and Infrastructure employees & TZ Guest Services & Commercial Operations employees engaged after 26 May 2004

- 25.3 Ordinary hours of work will attract the following shift loadings:
- | | |
|---|------|
| (a) Monday to Friday 5:00 am to 7:00 pm | Nil |
| (b) Monday to Friday after 7:00 pm before 5:00 am | 15% |
| (c) Saturday | 50% |
| (d) Sunday | 100% |
| (e) Public Holidays | 150% |
| (f) Public Holidays where an additional day is taken off in lieu of the loading | 50% |
- 25.4 Where an employee commences a shift in one time period and concludes it in a different time period, then the hours worked will attract the relevant loading for the period during which the time was worked.

TZ Guest Services and Commercial Operations employees engaged before 26 May 2004

25.5 Ordinary hours of work will attract the following shift loadings:

(a)	Monday to Friday 6:00 am to 7:00 pm	Nil
(b)	Commencing at or after 5.00am and before 6.00am	10%
(c)	Finishing after 7:00 pm and at or before midnight	15%
(d)	Finishing after midnight and at or before 8:00am (night shift)	17.5%
(e)	Non rotating night shift roster (i.e. where night shifts are worked which do not rotate or alternate with another shift so as to give an employee at least one-third of their working time off night shift in each roster cycle)	30%
(f)	Saturday	50%
(g)	Sunday	100%
(h)	Public Holidays	150%
(i)	Public Holidays where an additional day is taken off in lieu of the loading	50%

26. Overtime

26.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.

26.2 Taronga may direct an employee to work a reasonable amount of overtime taking into account:

- (a) an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
- (b) the urgency of the work required to be performed, the impact on Taronga Conservation Society Australia operational requirements and the effect on customer services.

26.3 Overtime rates of pay will be:

- (a) Monday to Saturday - time and a half for the first 2 hours and double time thereafter;
- (b) Sunday - double time;
- (c) Public Holidays - double time and a half; and
- (d) No 8 or 10 hour break - double time.

26.4 If their manager agrees, an employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:

- (a) Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
- (b) The time off in lieu must be taken at the convenience of Taronga, except when it is being taken to look after a sick family member under Taronga Carer's Leave Policy.
- (c) Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual.
- (d) At the employee's election, time off in lieu for overtime worked on a Public Holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
- (e) An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.

26.5 Overtime will not attract shift loadings, except as provided under this clause for Permanent Security employees who work "Elective Overtime".

Meal breaks

- 26.6 An employee required to work overtime for more than 2 hours after an ordinary hours rostered shift will be allowed a 30 minute unpaid meal break and then a further 30 minute unpaid break after every 5 hours of overtime worked thereafter.
- 26.7 An employee required to work overtime on a rostered day off will be allowed a 30 minute unpaid meal break after every 5 hours of overtime worked.

Elective Overtime for Permanent Security Employees

- 26.8 Permanent Security employees, including the Security Manager, may request to work hours in addition to their ordinary hours as "elective overtime" under the following conditions:
- (a) elective overtime is overtime requested by the employee not directed by Taronga;
 - (b) Taronga will have regard for the wellbeing of an employee in scheduling elective overtime;
 - (c) elective overtime will be paid at the Security Officer Grade 2 or Gatekeeper wage with a 15% loading in addition to any weekend, Public Holiday or other shift loading; and
 - (d) the provisions of Clause 24 Rest Period and Subclause 20.28 Overtime Meal Allowance of the Award will not apply.
- 26.9 The provisions of this clause, except in relation to elective overtime, do not apply to the classification of Security Manager.

27. Call Back

- 27.1 An employee recalled to work overtime to attend Taronga Conservation Society Australia premises and/or the premises of a client or clients of Taronga Conservation Society Australia (the workplace) for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.
- 27.2 For TZ Guest Services and Commercial Operations employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation forms, accident reports or break/entry reports, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.
- 27.3 Where the actual time worked is less than 3 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 24 Rest Period.
- 27.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.
- 27.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.
- 27.6 This clause does not apply if an employee is regularly required to return to Taronga Conservation Society Australia premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.
- 27.7 This clause does not apply to the classification of Security Manager.

28. Starting and Finishing Work

- 28.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point. However if an employee is required to collect Taronga equipment before going to the work site or return Taronga equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.
- 28.2 Employees will be entitled to 10 minutes paid time immediately before finishing a shift, for washing and for changing their clothes at change room facilities provided by Taronga.

29. Annual Leave

- 29.1 TZ Employees are entitled to 4 weeks annual leave for working a whole year.
- 29.2 TWPZ Employees are entitled to 5 weeks annual leave for working a whole year.
- 29.3 In addition to the annual leave entitlements provided by this clause, permanent employees who are rostered to work their ordinary hours on Sundays or Public Holidays, during the period 1 December of one year to 30 November of the following year (or part thereof), are entitled to additional annual leave on the following basis.

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Annual Leave Entitlement
4 - 10	1 additional days leave
11 - 17	2 additional days leave
18 - 24	3 additional days leave
25 - 31	4 additional days leave
32 or more	5 additional days leave

30. Annual Leave Loading

- 30.1 Employees, except for TZ Guest Services and Commercial Operations employees engaged before 26 May 2004 who are rostered as shift workers, are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 30.2 TZ Guest Services and Commercial Operations employees engaged before 26 May 2004 who are rostered as shift workers will be entitled to either an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year or the averaged shift loadings for the previous leave year (excluding Public Holidays), whichever is the greater.
- 30.3 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.
- 30.4 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 30.5 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 30.6 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.
- 30.7 An annual leave loading will not be paid on resignation or on dismissal for misconduct.

- 30.8 Annual leave loading will be paid on retirement or termination by Taronga, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.

31. Public Holidays and Picnic Days

- 31.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 31.2 For TWPZ and TZ Capital Works and Infrastructure employees, the first Monday in December each year will be a Union Picnic Day and will be treated as a Public Holiday.
- 31.3 For TZ Guest Services and Commercial Operations employees the first Monday in August each year will be a Picnic Day and will be treated as a Public Holiday.
- 31.4 For an employee who works according to an ordinary hours roster that covers every day of the week, if a Public Holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours.

32. Uniforms, Personal Protective Clothing and Equipment

- 32.1 Taronga will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 32.2 Taronga will provide permanent TZ Capital Works and Infrastructure employees engaged full-time with an initial allocation of the following protective clothing:
- (a) 5 shirts
 - (b) 3 pairs of shorts/trousers
 - (c) 1 belt (if required)
 - (d) 1 sweatshirt
 - (e) 1 jacket
 - (f) 5 pairs of socks
 - (g) a pair of boots
 - (h) 1 hat
 - (i) 1 pair of sunglasses
 - (j) 1 set of wet weather gear.

Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.

- 32.3 Employees are required to wear uniforms provided by Taronga at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 32.4 Taronga will supply an employee who is required to work in wet weather with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots.
- 32.5 Where an employee is required to clean toilets or to use acids or other hazardous substances, they will be supplied with personal protective equipment by Taronga.

- 32.6 Protective equipment and clothing, together with replacement uniform items, are provided as needed and unserviceable uniforms and equipment should be returned when a request for replacement is made.
- 32.7 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 32.8 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by Taronga when they cease employment with Taronga.
- 32.9 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment with Taronga, Taronga may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given Taronga prior written authority to do so. Taronga may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

Firearms

- 32.10 An employee must not carry firearms unless they are required to do so by Taronga.
- 32.11 If an employee is required by Taronga to carry firearms:
- (a) Taronga will train the employee in the use of the firearms with refresher courses every 12 months and the time taken for the training will be counted as time worked;
 - (b) the firearms will be provided by Taronga; and
 - (c) the firearms will be maintained in a reasonable condition by Taronga.

33. Secure Employment

33.1 Objective of this clause

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

33.2 Casual Conversion

- (a) A casual employee engaged by Taronga on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within 4 weeks of the employee having attained such period of 6 months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under subclause 33.2(a), upon receiving notice under subclause 33.2(b) or after the expiry of the time for giving such notice, may give 4 weeks notice in writing to Taronga 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 4 weeks of receiving such notice from the employee, Taronga shall consent to or refuse the election, but shall not unreasonably so refuse. Where Taronga refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of

employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within 4 weeks of receiving written notice from Taronga, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Taronga.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 33.2(c), Taronga and the employee shall, in accordance with this subclause, and subject to subclause 33.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to subclause 33.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

34. Contractors and Volunteers

- 34.1 Subject to the provisions of this clause, wherever possible work carried out at either TWPZ or by a TZ Capital Works and Infrastructure areas, will be performed by employees of Taronga.
- 34.2 Where work requires specialist skills, tools, plant or equipment, Taronga will consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.
- 34.3 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities. (e.g. waste management).
- 34.4 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 34.5 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 34.6 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting the Taronga Conservation Society Australia.

- 34.7 Employees may be required to work co-operatively with volunteers and/or students and such work will not give rise to any claims for extra payments.

35. Anti-Discrimination

- 35.1 The parties bound by the Award respect and value equity and diversity in the workplace.
- 35.2 It is the intention of the parties bound by the 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, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and carer's responsibilities.
- 35.3 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the 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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.4 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.
- 35.5 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 the Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 35.6 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.

36. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 36.1 A Union official or officer may enter Taronga Conservation Society Australia property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.
- 36.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of Taronga Conservation Society Australia operations and must be approved by the relevant manager.
- 36.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on Taronga Conservation Society Australia property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis, and complying with security procedures for admission onto the property.
- 36.4 A Union official will have regard for the provisions of the New South Wales Industrial Relations Act 1996.

Delegates

- 36.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with Taronga by the relevant Union.
- 36.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other Taronga nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- 36.7 Taronga will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where:
- (a) there is prior consultation with Taronga about the course content and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters including WorkCover and Occupational Health and Safety; and
 - (c) where relevant, there is an opportunity for Taronga Conservation Society Australia participation in or contribution to the course.

Payroll Deductions for Union Membership Subscriptions

- 36.8 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that:
- (a) the employee has authorised Taronga to make such deduction;
 - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rules;
 - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;
 - (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
 - (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and
 - (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

SCHEDULE 1

Wage Rates (Weekly)

Classification	Weekly 1 July 2011
Apprentice	
Apprentice - 1st year	\$410.27
Apprentice - 2nd year	\$535.43
Apprentice - 3rd year	\$681.85
Apprentice - 4th year	\$784.57
TZ Labourer/Driver/Operator	
Grade 1	\$855.16
Grade 2	\$899.46
Grade 3	\$917.02
TZ Labourer/Driver/Operator (Leading Hand)	\$952.03
TWPZ Labourer	
Grade 1	\$868.40
Grade 2	\$931.71
Grade 3	\$949.70
Grade 4	\$963.38
TWPZ Labourer (Leading Hand)	\$1013.98
Water Systems Operator	\$996.24
Water Systems Operator (Leading Hand)	\$1020.96
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class)	
Grade 1	\$924.14
Grade 2	\$941.99
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class) (Leading Hand)	\$985.85
TZ Tradesperson - Plumber	
Grade 1	\$933.37
Grade 2	\$951.78
TZ Tradesperson - Plumber (Leading Hand)	\$995.66
Tradesperson - Electrical Fitter	
Grade 1	\$984.35
Grade 2	\$1003.52
Tradesperson - Electrical Fitter (Leading Hand)	\$1047.40
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter	\$971.12
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter (Leading Hand)	\$1015.13
TWPZ Tradesperson - Plumber	\$980.03
TWPZ Tradesperson - Plumber (Leading Hand)	\$1024.94
Works and Trades Supervisor	
Year 1	\$1079.33
Year 2	\$1191.05
Year 3	\$1227.61
Year 4	\$1323.46
Year 5	\$1365.23
Sky Safari Attendant	
Grade 1	\$701.16
Grade 2	\$728.68
Sky Safari Operator	\$783.37

Senior Sky Safari Operator	\$890.40
TWPZ Cleaners employed before the beginning of the first full pay period commencing on or after 3 March 2006	
Grade 1	\$715.80
Grade 2	\$798.89
Grade 3	\$845.38
Cleaner (Leading Hand)	\$882.09
Cleaning Supervisor	\$919.26
TZ Cleaners and TWPZ Cleaners employed after the beginning of the first full pay period commencing on or after 3 March 2006	
Grade 1	\$715.80
Grade 2	\$798.89
Grade 3	\$824.45
Cleaner (Leading Hand)	\$861.16
Cleaning Supervisor	\$898.33
Guest Services Attendant	
Under 16 years	\$421.17
16 years	\$491.39
17 years	\$561.56
18 years and over	\$631.76
Junior Guest Services Officers employed after the date the award is made	
Under 16 years	\$467.46
16 years	\$545.36
17 years	\$623.26
Guest Services Officers; and Guest Services Officers under 18 years employed before the date the award is made	\$701.16
Senior Guest Services Officer	\$728.68
Guest Services Site Co-ordinator	\$853.23
Gatekeeper	\$790.95
Security Officer	
Grade 1	\$790.95
Grade 2	\$816.52
Senior Security Officer	\$844.61
Assistant Security Manager	\$890.40
Security Manager	
Year 1	\$1322.07
Year 2	\$1435.56
Year 3	\$1549.04

SCHEDULE 2

Allowances

Description	Amount as at July 2011 \$
The following allowances will be increased in line with any State Wage Case decisions following the making of the Award (09 and 10 SWC increases applied)	
Tool Allowance	
Carpenter	\$28.09pw
Motor Mechanic	\$28.09pw

Painter	\$6.75 pw
Plasterer	\$23.15 pw
Plumber	\$28.09 pw
Welder (First Class)	\$28.09 pw
The following allowances will apply from the first full pay period on or after 1 July 2011 and will be increased in line with the increases to the wage rates contained in the Award	
Licence Allowance	
Plumber, Gasfitter and Drainer when required to act on:	
- Plumber licence	\$1.07 ph
- Gasfitter licence	\$1.07 ph
- Drainer licence	\$0.92 ph
- Plumber and gasfitter licence	\$1.45 ph
- Plumber and drainer licence	\$1.45 ph
- Gasfitter and drainer licence	\$1.45 ph
- Plumber, gasfitter and drainer licence	\$2.00 ph
Electricians	
- A Grade Licence	\$41.79 pw
- B Grade Licence	\$22.49 pw
Electrical Fitter tool allowance	\$16.86 pw
Electric Welding (DIRE Certificate)	\$0.62 ph
Plumber Certificate of Registration Allowance	\$0.84 ph
Chokage Allowance	\$7.90 pd
Fouled Equipment Allowance	\$7.90 pd
Senior First Aid Allowance	\$14.40 pw
Occupational First Aid Allowance	\$21.69 pw
On Call (Standby) Allowance	\$0.82 ph
The following allowances will apply from the first full pay period on or after 1 July 2011 and will not be varied during the life of the Award	
Labourer/Driver/Operator Travel Allowance	\$10.20 pw
TWPZ Disability Allowance	\$15.50 pw
Insurance of Tools	\$1,495
The following allowance will apply from the first full pay period on or after 1 July 2011 and will be varied thereafter so as to remain consistent with reasonable allowances for the appropriate income year as published by the Australian Taxation Office	
Overtime Meal Allowance	\$25.80
The following allowance will apply from the first full pay period on or after 1 July 2011 and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).	
Laundry Allowance	\$4.27 pw

SCHEDULE 3**Leave Policies**

HR 3.1 Sick leave Policy
HR 3.2 Carers Leave Policy
HR 3.3 Parental Leave Policy
HR 3.5 Long Service Leave Policy
HR 3.6 Military Leave Policy
HR 3.8 Family and Community Service Leave Policy
HR 3.14 Special Leave Policy

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

(687)

SERIAL C7690

TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7639 published 9 September 2011

(371 I.G. 867)

(No. IRC 813 of 2011)

CORRECTION

For instruction 2, substitute the following new instruction:

2. Delete Schedule 1: Quantity/Distance and Hourly Hire Rates, of Annexure "A", Cartage Rates, and insert in lieu thereof the following:

SCHEDULE 1

QUANTITY/DISTANCE AND HOURLY HIRE RATES

Quantity/ Distance + Hourly 2009/10

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	3.820	Per Tonne
A		0.225	Per Tonne
B		0.205	Per Tonne
C		0.194	Per Tonne
D		0.173	Per Tonne
E		1.640	Per Tonne
F		0.154	Per Tonne
G		0.146	Per Tonne
H	Large Material	1.150	Per Tonne
I	Large Material 600+ material	1.944	Per Tonne

Quantity/Distance + Hourly 2011

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	3.988	Per Tonne
A		0.235	Per Tonne
B		0.214	Per Tonne
C		0.203	Per Tonne
D		0.181	Per Tonne
E		0.171	Per Tonne
F		0.161	Per Tonne
G		0.152	Per Tonne
H	Large Material	1.201	Per Tonne
I	Large Material 600+ material	2.029	Per Tonne

External Hourly Rates 2009/10

J	2 Axle Vehicle	52.65	Per Hour
K	3 Axle Vehicle	63.34	Per Hour
L	4 Axle Vehicle	73.46	Per Hour
M	5 Axle Vehicle	94.65	Per Hour
N	6 Axle Vehicle	100.11	Per Hour

External Hourly Rates 2011

J	2 Axle Vehicle	54.96	Per Hour
K	3 Axle Vehicle	66.12	Per Hour
L	4 Axle Vehicle	76.69	Per Hour
M	5 Axle Vehicle	98.81	Per Hour
N	6 Axle Vehicle	104.51	Per Hour

Internal Hourly Rates 2009/10

O	2 Axle Vehicle	69.63	Per Hour
P	3 Axle Vehicle	72.86	Per Hour
Q	4 Axle Vehicle	84.48	Per Hour
R	5 Axle Vehicle	108.88	Per Hour
S	6 Axle Vehicle	113.58	Per Hour

Internal Hourly Rates 2011

O	2 Axle Vehicle	72.69	Per Hour
P	3 Axle Vehicle	76.06	Per Hour
Q	4 Axle Vehicle	88.19	Per Hour
R	5 Axle Vehicle	113.66	Per Hour
S	6 Axle Vehicle	118.57	Per Hour

G. M. GRIMSON *Industrial Registrar.*

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SERIAL C7650

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA11/9 - The Hills Shire Enterprise Agreement 2 (EA2)**

Made Between: The Hills Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA08/32.

Approval and Commencement Date: Approved and commenced 12 August 2011.

Description of Employees: The agreement applies to all employees employed by the Baulkham Hills Shire Council, located at 129 Showground Road, Castle Hill NSW 2154, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

EA11/10 - Office of Environment and Heritage (NSW) Flight Officers' Enterprise Agreement 2011

Made Between: Office of Environment and Heritage -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA10/27.

Approval and Commencement Date: Approved 21 September 2011 and commenced 1 July 2011.

Description of Employees: The agreement applies to employees of the Flight Operations Unit, employed by the Department of Environment and Conservation, located at 4-6 Bligh St. Sydney 2000, who fall within the coverage of the Crown Employees (Public Sector - Salaries 2008) Award, Crown Employees (Public Service Conditions of Employment) Award 2009, and the Crown Employees (Transferred Employees Compensation) Award 2009.

Nominal Term: 12 Months.

EA11/11 - Campbelltown City Council Managers' Salary System and Performance Management Enterprise Agreement

Made Between: Campbelltown City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 1 July 2011.

Description of Employees: The agreement applies to all employees employed by Campbelltown City Council employed as Managers referred to in Schedule 1, located at 91, Queen St, Campbelltown NSW, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

EA11/12 - Port Stephens Council Enterprise Agreement 2011

Made Between: Port Stephens Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA09/6.

Approval and Commencement Date: Approved 11 November 2011 and commenced 1 September 2011.

Description of Employees: The agreement applies to all employees employed by Port Stephens Council, located at Raymond Terrace NSW 2324, (with the exception of Group Managers and the General Manager) who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

SERIAL C7692

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA11/4 - Wettenhall Group - TWU New South Wales Contract Carriers Agreement 2011

Made Between: Wettenhalls Group -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 30 September 2011.

Description of Employees: The Contract Agreement applies to all Contract Carriers employed by Amezdroz & Sons Pty Ltd t/as Wettenhalls Group located at 24 Pine Road Yennora NSW 2161 who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 60 Months.

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