

Vol. 355, Part 3

23 December 2005

Pages 535 -723



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

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Industrial Relations Commission of New South Wales

PRACTICE DIRECTION No. 17

Applications pursuant to section 84 (Unfair Dismissals) *Industrial Relations Act 1996*

Pursuant to Rule 89 of the Industrial Relations Commission Rules 1996

1. This Practice Direction replaces Practice Direction No.11.
2. The purpose of this Practice Direction is to facilitate the resolution of unfair dismissal matters before the Industrial Relations Commission of New South Wales by ensuring that such proceedings are conducted before the Commission in an efficient and expeditious manner and that practitioners and others who appear before the Commission do all they can to facilitate the just, quick and cost effective disposal of unfair dismissal proceedings before the Commission.
3. This Practice Direction shall come into force on 9th January 2006.
4. **Allocation of Listing Date**

Upon filing of an application under section 84 of the *Industrial Relations Act 1996* the Registrar shall cause, either at the time of filing or within a period of not more than seven days, a date to be fixed for the matter to be conciliated by a Member of the Commission. The standard or usual time from filing to the first listing for Conciliation and Directions shall be a period of 21 days.

5. Conciliation

- (a) Practitioners, industrial agents and others who appear before the Commission should do all they can to facilitate the fair and prompt disposal of matters before the Commission. Ways in which this should occur include:
 - ready identification of the issues in dispute
 - ensuring readiness for the conciliation hearing
 - using their best endeavours to resolve the issues in dispute
- (b) Ordinarily there should be only one conciliation, however, a Member may permit a further conciliation conference.
- (c) If an applicant fails to appear at a conciliation conference, and has not provided a clear and compelling reason for non-attendance, this may result in the matter being dismissed, particularly if there is no appearance on two occasions.

6. Preliminary Issues

- (a) If a preliminary issue, for example, a jurisdictional challenge is raised at the conciliation conference the Member shall determine whether the matter shall be heard as a threshold issue or be dealt with after conciliation. If the Member determines that the issue should be heard before conciliation then the matter shall be referred to the Registrar for allocation to a Member for hearing after appropriate directions are made and the Member has established the time required to hear the issue. In cases where the Member conducts a conciliation and the conciliation fails the Member shall then forward the matter to the Industrial Registrar for allocation to a Member for hearing. Directions will be made by the Member which may be a modified form of the usual directions if the matter is to be set down to hear a threshold issue.
- (b) The Registrar will subsequently advise the parties of a call over before the Industrial Registrar and date or dates for hearing and the Court location for the hearing of the matter.

7. Directions for Arbitration

- (a) When a conciliation before a member of the Commission is unsuccessful, the usual directions in paragraph 10 of this Practice Direction shall operate unless, after application by a party to the proceedings, the Commission considers that the "usual directions" should be modified or alternative directions made.
- (b) The Member of the Commission shall also ascertain a reasonable estimate of the number of days required for arbitration, specify in the Member's opinion the number of days required for hearing and make any other appropriate directions having regard to paragraphs 10 and 11 of this Practice Direction. The Member shall, forthwith, refer the parties to the List Office of the Registry for the purpose of obtaining a hearing date(s) in accordance with the Member's opinion of the number of days required for hearing and directions which are made.
- (c) On fixing a date for hearing the List Office shall also allocate a date for a compliance call-over of the matter and provide notice to the parties of the date, time and place of such call-over in addition to information on the hearing date(s) allocated.
- (d) The compliance check call-over will be administrative in nature in respect of matters in which the applicant has complied with directions. That is, neither the applicant nor the respondent will be required to attend the call-over if directions have been complied with by the parties. In such an event the Registrar will note compliance with the directions by the applicant, confirm the hearing date and cause a notice to be forwarded to the parties advising as to:
 - (i) confirmation of hearing date.
 - (ii) a further warning to the respondent of the consequences of its failure to comply with directions. (Note: the consequence for the respondent is, in accordance with the Usual Direction under paragraph 10(vi), that it will not, without leave of the Commission, be able to rely on written statements filed and served later than the time specified in the Usual Directions at the time the matter is set down for arbitration)
- (e) In respect of matters where there has been **non-compliance** with directions the parties **will be required to attend the call-over**. If at the date of the compliance check call-over there remains **non-compliance**, the Registrar may remit the matter to a Presidential Member for consideration. The Presidential Member may:
 - (i) vacate the hearing date.
 - (ii) make such further directions in the matter as necessary including any direction that further default by the applicant will result in the matter being dismissed; and
 - (iii) remit the parties and the file to the **List Office** for action.
 - (iv) such other directions and orders as may be appropriate.

8. Fixtures in regional list

When a matter is conciliated and the conciliation is unsuccessful, the usual directions in paragraph 10 of this Practice Directions shall operate unless, after application by a party to the proceedings, the Commission considers that the "usual directions" should be modified or alternative directions made.

The Member shall also ascertain a reasonable estimate of the number of days required for arbitration, specify in the Member's opinion the number of days required for hearing and make any other appropriate directions having regard to paragraphs 10 and 11 of this Practice Direction.

The Member shall then adjourn the matter to a date to be fixed and remit the file to the relevant Registry officer for the purpose of case management..

9. Further Conciliation

The parties should attempt to resolve matters listed for arbitration prior to the time for compliance with Directions in order to minimise the costs to them. Even after compliance with Directions, further timely attempts by the parties to resolve matters are encouraged. To assist the parties in circumstances where such settlement attempts are positive but inconclusive a further conciliation conference may be requested with the consent of the other side as soon as possible but not less than 14 days prior to the arbitration. A party may make an application for a further conciliation conference by consent of the other party by writing to the Industrial Registrar and seeking the further conference within the time specified. Nothing in this Practice Direction shall inhibit the Commission from undertaking further conciliation at the hearing of the matter.

10. Usual directions

For the purpose of this Practice Direction "usual directions" shall mean directions in the following terms or to the following effect:

- (i) all evidence shall be in the form of signed written statements.
- (ii) the applicant shall file and serve signed written statements (typed with numbered paragraphs and pages) of the intended evidence of each witness together with any other relevant documentation within 21 days.
- (iii) the respondent shall file and serve signed written statements (typed with numbered paragraphs and pages) of the intended evidence of each witness together with any other relevant documentation within 21 days of the date fixed for the filing and service of the applicant's documents.
- (iv) the applicant shall file and serve any reply to the respondent's documents within 7 days of the date fixed for the filing and service of the respondent's documents.
- (v) the parties shall include in or with their written witness statements all matters and documents upon which they rely or they allege are relevant to the proceedings.
- (vi) without leave of the Commission, written statements and other documentation filed and served later than the time specified by the Commission in its directions may not be relied upon by the party.
- (vii) Summonses for production of documents may be made returnable before the Industrial Registrar upon any date that the Registrar conducts a list. Where orders are sought other than for photocopy access for both parties or if a claim for privilege or the like is made, those matters will be referred by the Registrar to a Presidential Member to be dealt with on an interlocutory basis. Under these arrangements summonses will be returnable before the Registrar, not the Member.

11. Other directions

The Commission may make such other directions as it considers appropriate for the just resolution of the issues between the parties. Such other directions may include directions that:-

- (i) parties shall file and serve at the same time as they file their written statements and other relevant documentation a short summary of their case.
- (ii) proceedings shall be conducted on the written statements and other relevant documentation filed and served by a party except where reasonable notice is given to the other party that a witness is required for cross examination.
- (iii) in the absence of any period of reasonable notice being fixed by the Commission, cross-examination of a witness shall not be allowed unless at least 7 days prior to the hearing notice has been given to the opposing party that a witness is required for cross-examination.

12. Directions

Any directions made under paragraphs 6, 7, 8, 10 and 11 of this Practice Direction **must** be complied with and will apply from the completion of the last conciliation conference unless:

- (i) an application is made after the completion of conciliation which will come before a Presidential Member;
- (ii) where applicable, the direction is varied during the course of the hearing of the matter;
- (iii) any application to vary directions after the conciliation conference must be made in writing and contain full supporting grounds (unless made during the course of the hearing of the matter).

13. Adjournments

- (a) In accordance with the Commission's function to provide a forum for the resolution of Unfair Dismissal matters in a fair and prompt manner, as a general rule, an adjournment of the date that is allocated for Conciliation will not be granted unless there are clear and compelling reasons for the adjournment to occur. If such an application is made prior to the date for Conciliation, such application will be considered and determined by the Member who has been allocated the matter.
- (b) The day (or days) in which the application will be dealt with by arbitration is definite. Any applications for adjournment of arbitration dates must be made in a timely way, be in writing and contain full grounds. Such applications will be considered and determined by a Presidential Member. It should be understood that adjournment applications will be granted only on clear and compelling grounds.
- (c) An application for an adjournment during the course of a Conciliation or an Arbitration hearing are a matter for the Member of the Commission hearing the matter in the proper exercise of their discretion. It should be clearly understood that such applications will be granted only on clear and compelling grounds.
- (d) In the event that a party fails to attend at an arbitration hearing, the arbitration may, in appropriate circumstances, be heard and determined in the absence of that party.

Dated: 21 December 2005

F. L. WRIGHT *J, President.*

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(1107)

SERIAL C3640

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 486 of 2004)

Mr Deputy President Grayson

10 November 2004

AWARD

This award is arranged as follows

Section 1 - The Award

Clause No. Subject Matter

1. Award Title
2. Intention
3. Definitions

Section 2 - Conditions of Marking and Related Matters

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

Section 3 - Conditions of Employment

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

Section 4 - Rates of Pay and Allowances

14. Rates of Pay and Allowances
- 14A. Deduction of Unions' Membership Fees
15. Superannuation

Section 5 - Award Compliance and Related Matters

16. Nomination of Unions' Representatives
17. Dispute Resolution Procedures
18. Goods and Services Tax
19. No Further Claims
20. Anti-Discrimination
21. Leave Reserved
22. Area Incidence and Duration

Schedule 1

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

Table 2 - Domestic Marking Rates

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

Table 4 - Other Rates and Allowances

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

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

2. Intention

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

3. Definitions

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

- 3.11 "Employees" means Markers, Domestic Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, HSC Advice Line Subject Coordinators, HSC Advice Line Advisers, Assistant Officer-in-Charge Inquiry Centre, Inquiry Officers, LOTE Examiners, LOTE Casuals and HSC Advice Line Operational Managers.
- 3.12 "General Manager" means the person holding or acting in the position of Department Head of the Office of the Board of Studies for the purpose of Section 105(2)(a) of the Act, or delegate.
- 3.13 "HSC" means the Higher School Certificate examination.
- 3.14 "HSC Advice Line Adviser" means a person employed as such to provide advice to students at the HSC Advice Line.
- 3.15 "HSC Advice Line" means the telephone advisory service operating in the weeks immediately prior to and during the HSC examination period to offer HSC students advice and information from highly qualified teachers casually employed by the Board of Studies for that purpose.
- 3.16 "HSC Advice Line Staff" means persons employed in the classifications of HSC Advice Line Adviser, HSC Advice Line Subject Coordinator and HSC Advice Line Operations Manager.
- 3.17 "HSC Advice Line Subject Coordinator" means a person employed as such to coordinate the work of HSC Advice Line Advisers in specific HSC subjects, courses or parts of courses at the HSC Advice Line.
- 3.18 "HSC Advice Line Operational Manager" means a person employed as such to manage the HSC Advice Line.
- 3.19 "HSC Inquiry Centre" means the HSC telephone inquiry service which operates following the release of HSC results and is staffed by Inquiry Officers and the Assistant Officer-in-Charge HSC Inquiry Centre.
- 3.20 "HSC Inquiry Centre Staff" means persons employed in the classifications of Inquiry Officer and the Assistant Officer in Charge HSC Inquiry Centre.
- 3.21 "Inquiry Officer" means a person employed as such to answer inquiries from students at the HSC Inquiry Centre.
- 3.22 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examination and SC test responses, whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.23 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the General Manager for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.24 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the General Manager. LOTE Casuals do not assign marks.
- 3.25 "Marker" means a person employed as such for the purpose of Corporate marking or Itinerant marking.
- 3.26 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.

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

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures

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

5. Marking of Written Papers

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

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

6. Privacy

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

SECTION 3 - CONDITIONS OF EMPLOYMENT

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

7.1 Marking Staff

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

7.2 HSC Advice Line Staff

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

7.3 Inquiry Centre Staff

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

7.4 Duties as Directed

- (a) The General Manager, or his/her delegate, nominee or representative, may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the General Manager pursuant to paragraph (a) of this clause shall be consistent with the General Manager's responsibility to provide a safe and healthy working environment.

8. Hours of Work

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

- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in clauses 14.2.2 and 14.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in clauses 14.2.1 and 14.2.4. Additional travelling time shall be paid at the weekday rate as set out in clause 14.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking to work beyond the scheduled finishing times described in clause 8.1. In the event this involves Employees working beyond their regular shift of 9 am to 5.30 pm weekdays and 9 am to 5 pm Saturday until 6.30 pm then a further meal allowance is payable notwithstanding the provisions of clause 14.5.

9. Provision of Facilities

9.1 Parking

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

9.2 Tea/Coffee

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

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

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

9.3 Occupational Health and Safety

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

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

9.4 Proof of Identity

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

9.5 Other Facilities

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

10. Recruitment and Appointment of Marking Staff

10.1 Supervisors of Marking

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

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

10.1.2 Substantial and recent teaching experience at a senior level.

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

10.2 Advice Line Subject Coordinators

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

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

10.3. Criteria for Marker and Adviser Selection

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

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

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

- 10.3.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.
- 10.3.1.7 Turnover of markers/advisers - A minimum of 10 per cent of markers/advisers appointed each year will not have marked/advised previously. This is a policy aimed at increasing the pool of teachers with marking/advising experience in each subject.
- In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking/advising may be applied.
- 10.3.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.
- 10.3.1.9 Previous satisfactory marking/advising - Although previous marking/advising experience should be considered in determining an applicant's qualifications for appointment, the Office of the Board of Studies will not automatically reappoint a marker/adviser from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.
- 10.3.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if the Office of the Board of Studies deems their experience relevant to the marking program.
- 10.3.1.11 Distance - Appointment of markers/advisers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.
- Applicants who live a long distance from the Advice Line/marketing centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.
- 10.3.1.12 Signature of the Principal - The Principal (or Dean of Studies at TAFE or relevant supervisor) is required to sign a declaration concerning the applicant's employment status and availability. If the applicant is working at a school/college, but no Principal's signature is present, the applicant is not eligible for appointment. The Principal/Dean of TAFE/relevant supervisor must indicate if they are recommending or not recommending the application.
- 10.3.1.13 Completed application forms - Selection of markers/advisers is based on the information provided on the application form. The Office of the Board of Studies will not contact an applicant who has not completed a section of the form which is crucial in determining that person's eligibility. Applicants are responsible for the provision of complete and accurate information necessary to make selections.
- 10.3.1.14 Date of application lodgement - If a marker's/adviser's application form is received after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.
- 10.3.1.15 Representation from various schools and from different education systems In selecting markers, consideration will be given to a balanced representation of markers/advisers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

10.3.2 Criteria Specific to Marker Selection -

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

10.3.3 Criteria Specific to Adviser Selection -

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

10.4 Provision of Information

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

11. Termination of Services

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

12. Qualifications

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

13. Reporting of Performance

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

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

SECTION 4 - RATES OF PAY AND ALLOWANCES

14. Rates of Pay and Allowances

14.1 The monetary rates covered by this award are set out in tables 1-4 of Schedule 1 of this award :

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

Table 2. Domestic marking rates

Table 3. Languages other than English (LOTE) Examiner and Casual rates

Table 4. Allowances

14.2 Rates of Pay

14.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.

14.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.

14.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which clause 14.2.2 applies.

14.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.

14.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at clause 14.2.2 by 5½ being the number of paid hours compensated by the Weekday Supplementary rates.

14.2.6 During the summer school vacation HSC Inquiry Centre Staff are paid the Weeknight/Saturday rates at clause 14.2.1 for all hours worked, except for Sunday when the Sunday rates at clause 14.2.4 apply. At other times the rates at clauses 14.2.1, 14.2.2 or 14.2.3 will be paid, as applicable.

- 14.2.7 Domestic Marking Rates:
- (a) Where marking is conducted in a domestic marking mode the rates for such domestic marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
 - (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in Table 3.
- 14.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in 14.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.
- 14.4 Minimum Payments
- 14.4.1 No employee engaged in corporate marking shall be paid for less than 4 hours from the time of starting work.
- 14.4.2 HSC Student Advice Line staff required to attend on any day shall be paid no less than for the shift engagement time.
- 14.4.3 HSC Inquiry Centre staff required to attend on any day shall be paid no less than for 6 hours.
- 14.4.4 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.
- 14.4.5 Languages other than English (LOTE) Casuals shall be paid a minimum of 4 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.
- 14.4.6 Corporate Markers engaged :
- (a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,
 - (b) on a Saturday shall be paid a minimum of 4 hours from the time of starting work on Saturdays.
- 14.4.7 Itinerant Markers engaged :
- (a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,
 - (b) on a Saturday shall be paid a minimum of 4 hours calculated from the time of starting work on Saturdays.
- 14.4.8 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre/advice line/inquiry centre early and works less than the minimum payment hours.
- 14.5 Meal Allowance
- A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for HSC Advice Line Advisers and LOTE Examiners and LOTE Casuals.

14.6 Travel Allowances

14.6.1 Travelling allowances for all Employees engaged in corporate marking, the HSC Advice Line and the HSC Inquiry Centre, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

14.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4 (a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000kms per annum at the rate set out in Item 4 (a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

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

14.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid :

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable)
- (b) for travel in excess of 40kms per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160kms where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4 (b) of Table 4 ; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4 Schedule 1 once per engagement;

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

14.7 Subsistence Allowances for Itinerant Marking

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

14.8 The Allowances at clauses 14.5, 14.6 and 14.7 will be adjusted in accordance with the rates as approved from time to time by the Director-General of Premier's Department.

14A. Deduction of Unions' Membership Fees

- (i) The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.

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

15. Superannuation

All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 14.2 Rates of Pay.

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

16. Nomination of Unions' Representatives

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

17. Dispute Resolution Procedures

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

- 17.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.
- 17.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 17.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Director, Examinations with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 17.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the General Manager and the General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 17.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.

17.2 Whilst the procedures outlined in clause 17.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

18. Goods and Services Tax

In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the *Industrial Relations Act 1996*) having regard to the impact on wages of the GST, the Unions reserve the right to make application to the Commission in relation to that decision.

19. No Further Claims

19.1 Except as provided by the *Industrial Relations Act 1996* and clause 21.1, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award subject to the following:

19.1.1 The Unions may apply with respect to the matters prescribed in clause 21.1 Leave Reserved to have those matters arbitrated by the Industrial Relations Commission.

20. Anti-Discrimination

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

20.2 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.

20.3 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.

20.4 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.

20.5 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.

21. Leave Reserved

21.1 The Unions may apply to the Industrial Relations Commission to vary the rates of pay of supervisors of marking, HSC advice line operations managers, assistant supervisors of marking, subject coordinators HSC advice line, assistant officer in charge HSC Inquiry Centre to provide for additional rates of pay consistent with the Federation's application filed 4 February 2004.

21.2 The Unions may apply to the Industrial Relations Commission to vary this award with respect to the following claim:

- 21.1.2 That marking staff engaged in corporate and itinerant marking shall be paid:
- (a) The Travel Allowance as set out in item 3 of Table 4; and in addition (where applicable)
 - (b) For travel in excess of 40 kilometres from the person's daily place of residence during the briefing and marking period to the marking centre and return, up to a maximum to 160 kilometres where the person provided evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4(b) of Table 4; or
 - (c) When the supplementary Travel Allowance at paragraph (b) is not claimed on a daily basis and subject to the person's usual place of residence being more than 100 kilometres from the marking centre, the subsistence as per Item No 1 of Table 4.

22. Area Incidence and Duration

22.1 This award:

- 22.1.1 rescinds and replaces the Higher School Certificate and School Certificate marking and Related Casual Employees Rates of Pay and Conditions Award published on 15 December 2000 ref (321 IG 1) and all variations thereof; and
- 22.1.2 covers all casual employees employed by the Board of Studies pursuant to section 105 of the *Education Act* 1990 engaged to mark the Higher School Certificate examinations and the School Certificate Tests and to provide advice to students at the Higher School Certificate Advice Line and Higher School Certificate Inquiry Centre at various locations determined by the General Manager, Office of the Board of Studies, New South Wales.
- 22.1.3 This award shall take effect on and from 1 January 2004 and shall remain in force thereafter until 31 December 2005.

22.2 This award will remain in force until rescinded, the nominal term of the award having expired.

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

Classification	Weekday Rates \$ per hour On and from				Weekday Supplementary Rates \$ per day On and from				Weeknight and Saturday Rate \$ per hour On and from				Sunday Rates \$ per hour On and from			
	1/7/03	1/1/04 5.50%	1/7/04 3.0%	1/1/05 3.5%	1/7/03	1/1/04 5.50%	1/7/04 3.0%	1/1/05 3.5%	1/7/03	1/1/04 5.50%	1/7/04 3.0%	1/1/05 3.5%	1/7/03	1/1/04 5.50%	1/7/04 3.0%	1/1/05 3.5%
Marker	47.59	50.21	51.72	53.53	46.13	48.67	50.13	51.88	53.01	55.93	57.61	59.63	71.37	75.30	77.56	80.28
LOTE Examiner	N/A	N/A	N/A	N/A	46.13	48.67	50.13	51.88	53.01	55.93	57.61	59.63	71.37	75.30	77.56	80.28
LOTE Casual	47.58	50.20	51.71	53.52	N/A	N/A	N/A	N/A	53.01	55.93	57.61	59.63	71.37	75.30	77.56	80.28
1. Senior Marker 2. HSC Advice Line Adviser 3. HSC Inquiry Centre Inquiry Officer (Note 1)	59.07	62.32	64.19	66.44	54.42	57.41	59.13	61.20	65.78	69.40	71.48	73.98	88.61	93.48	96.28	99.65
1. Asst. Supervisor of Marking 2. Subject Co-ordinator HSC Advice Line 3. Assistant Officer in Charge HSC Inquiry Centre (Note 1)	66.30	69.95	72.05	74.57	61.09	64.45	66.38	68.70	73.86	77.92	80.26	83.07	99.42	104.89	108.04	111.82
1. Supervisor of Marking 2. HSC Advice Line Operations Manager	73.44	77.48	79.80	82.59	67.69	71.41	73.55	76.12	81.81	86.31	88.90	92.01	110.19	116.25	119.74	123.93

Note (1) : Refer to provisions that apply to HSC Inquiry Centre Staff at clause 14.2.6.

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

HSC	1/1/2003 \$	1/1/2004 5.50% \$	1/7/2004 3.0% \$	1/1/2005 3.50% \$
(a) Mathematics - Payments will be on a per question basis: Base Rate (Mathematics in Practice/ Mathematics in Society/General Mathematics Paper from 2001)	1.635	1.725	1.777	1.839
2-3 Unit Paper - Mathematics Paper from 2001	1.797	1.896	1.953	2.021
3 Unit Additional Paper - Mathematics Extension 1 Paper from 2001	1.948	2.055	2.117	2.191
4 Unit Additional Paper - Mathematics Extension 2 Paper from 2001	2.659	2.805	2.889	2.991
(b) Other Subjects - Payments will be on a per three hour paper basis: Base Rate	16.34	17.24	17.76	18.38
3 Unit Additional Paper -	20.44	21.56	22.21	22.99

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

A. Weekday Examining	Rates per hour 1/7/03 \$	Rates per hour 1/1/04 5.5% \$	Rates per hour 1/7/04 3.0% \$	Rates per hour 1/1/05 3.5% \$
1. Languages other than English (LOTE) Examiners	8.39	8.85	9.12	9.44

Table 4 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$	
			(a) Daily Rate \$	(b) Hourly Rate \$
1	14.7	Subsistence Allowance -		
		Capital City Rate	245.55	10.23
		Broken Hill	196.55	8.19
		Newcastle	166.75	6.95
		Wollongong	188.55	7.86
		Bathurst	166.75	6.95
		Other Country Centres	151.75	6.32
2	14.5	Meal Allowance	20.55	
3	14.6.1	Travel Allowance (based on 40 km multiplied by the Transport Allowance per kilometre rate determined by the Public Employment Office pursuant to clause 14.8) :	13.20 per day	
		Employees engaged in Corporate marking in metropolitan areas of Sydney, Newcastle and Wollongong, HSC Advice Line and HSC Inquiry Centre		
	14.6.3(a)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong		

4 (a) (b)	14.6.2 14.6.3(b)	Motor Vehicle Allowance - distances exceeding travel to and from usual place of residence and usual place of work: Itinerant Markers Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40kms up to a maximum 160kms per day	0.72 per km 0.33 per km
5	14.6.3(b) 14.6.4	Travel Allowance fixed payment for : Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 14.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area and in excess of 100kms from the marking centre Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100kms from the briefing session venue.	\$100 once per engagement \$100 once per engagement

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1343)

SERIAL C3637**CROWN EMPLOYEES (INSTITUTE MANAGERS IN TAFE)
SALARIES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 487 of 2004)

Mr Deputy President Grayson

10 November 2004

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

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salary
4.	Hours of Work
5.	Training and Professional Development
6.	Right of Private Practice
7.	Appointment and Transfer
8.	Performance Management
9.	Appeal Rights
10.	Regression
11.	Dispute Resolution Procedures
12.	Discipline Process
13.	Anti-discrimination
14.	Deferred Salary Scheme
15.	Leave
16.	Filling of Positions
17.	Qualification Requirements
18.	Goods and Services Tax
19.	No Further Claims
20.	Locality/Remote Areas Allowance
21.	Industrial Rights
22.	Special Fitness and Hard to Fill
23.	Deduction of Union Membership Fees
24.	Leave Reserved
25.	Area, Incidence and Duration

PART B**MONETARY RATES**

Schedule 1 - Salaries

Schedule 2 - Performance Management for Institute Managers

Schedule 3 - Allowances

2. Dictionary2.1 "Act" means the *Technical and Further Education Commission Act 1990*.

- 2.2 "Department" means the Department of Education and Training.
- 2.3 "Employee" means a person employed in a classification covered by this award.
- 2.4 "Institute Manager" means all persons permanently or temporarily employed as educational leaders and administrative managers in TAFE within the classification of institute manager as provided for in this Award. Institute managers have supervisory responsibility for administrative and/or educational programs and/or staff.
- 2.5 "Managing Director" means the Managing Director of TAFE.
- 2.6 "Unions" means the New South Wales Teachers Federation and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales having regard to their respective coverage.
- 2.7 "Semester" means the period commencing the first day where teachers return generally from the Christmas or the mid year vacation period, and ending on the last day of the next following mid year or Christmas vacation periods.
- 2.8 "TAFE" means the New South Wales Technical and Further Education Commission (TAFE) established under the Act.
- 2.9 "Time off in lieu" means that period of approved time (hours or days) taken by an institute manager to make up for a period or periods of work beyond the standard working hours to undertake the performance of their duties.

3. Salary

- 3.1 Salaries for institute managers under this award are as provided for in Schedule 1, Salaries, of Part B.
- 3.2 An institute manager may, subject to agreement by TAFE, elect to receive:
- 3.2.1 either a motor vehicle benefit or, where approval has been granted by the Premier and the Treasurer, elements of the Department's Salary Packaging Scheme excluding the novated leasing of motor vehicles; and
- 3.2.2 a salary equal to the difference between the salary prescribed under this award in respect of the institute manager and the amount specified from time to time for the motor vehicle benefit or the elements of the Department's Salary Packaging Scheme, provided that the total salary sacrifice is limited to fifty per cent of the institute manager's gross salary.
- 3.3 The motor vehicle benefit provided for in subclause 3.2.1 provides the institute manager with access to the use of a motor vehicle on a business/private basis in accordance with TAFE's policy.

4. Hours of Work

- 4.1 The parties agree that a flexible and adaptive approach in relation to working hours and working arrangements will be adopted which recognises the professionalism of institute managers and allows that:
- 4.1.1 standard working hours shall be 35 hours per week. The pattern of attendance shall be agreed between an individual manager and their line manager;
- 4.1.2 institute managers shall not be directed to work more than 35 hours in any one week;
- 4.1.3 where work has been negotiated with and approved by the line manager to be performed beyond standard working hours, institute managers are entitled to time off in lieu to compensate for additional hours worked. Time off in lieu arrangements are to be negotiated and approved by the

line manager in advance and to be taken to meet the operational requirements of the institute and the personal needs of the institute manager;

- 4.1.4 in recognition of the professional nature of the work the parties agree that time off in lieu does not accrue in any one week until three additional hours have been worked, and then it accrues at the rate of one hour for every hour worked. Where a week includes a public holiday, time off in lieu is to be worked out pro-rata;
- 4.1.5 time off in lieu may be taken in single, multiple or part days within one semester of accrual. In extenuating circumstances, an institute manager may, with the approval of their line manager and taking into account the needs of the institute, accrue time off in lieu in excess of a semester;
- 4.1.6 line managers are responsible for recording and/or reporting of time off in lieu taken by institute managers. Institute managers shall have access to these records, which shall be made available on request.

5. Training and Professional Development

- 5.1 The parties confirm a commitment to training and development for institute managers. Institute managers recognise their obligation to maintain and update their professional skills for the benefit of TAFE students and staff.
- 5.2 TAFE will continue to participate in initiatives to identify competencies for institute managers in consultation with relevant industry parties.
- 5.3 TAFE is committed to providing access to and support for professional and management development training.
- 5.4 Where TAFE requires professional development, TAFE will meet the compulsory fees involved. Where the professional development opportunity is voluntary TAFE may, at its discretion, refund all or part of the compulsory fees incurred by the institute managers approved to undertake approved training and professional development programs.
- 5.5 Ten working days shall be provided per annum, which may be accumulated over two years to a period of 20 days, for institute managers to undertake training and professional development related to their current and medium term development needs as identified by the performance agreement, the objectives of which are set out in Schedule 2 of Part B, Performance Management for Institute Managers. The professional development activity must be approved by the institute director in advance, with the time to be taken in minimum periods of half a day subject to the operating needs of the institute. This does not preclude access to other professional development opportunities provided by TAFE.
- 5.6 Institute managers undertaking courses of study who require arrangements different to those in subclause 5.5 may apply to TAFE for special consideration. TAFE shall consider these requests on a case-by-case basis.
- 5.7 Institute managers employed as at the time of the making of this award with an existing balance of professional development time of up to 30 days may utilise this time as provided for in subclause 5.5 of this award. Following the utilisation of this balance, professional development time will accrue on the basis provided for in subclause 5.5 of this award.

6. Right of Private Practice

- 6.1 Institute managers may apply to their institute directors for the right of private practice in accordance with the Department's Private and Secondary Employment policy.

- 6.2 Institute managers may negotiate with their line manager to undertake some teaching as a part-time casual and/or OTEN contract teacher. TAFE shall consider such requests on a case by case basis having regard to the following factors:
- 6.2.1 the institute manager has expressed a wish to return to teaching on a full-time basis in the near future;
- 6.2.2 the institute manager requests such an arrangement in order to maintain and/or develop their educational and/or managerial effectiveness;
- 6.2.3 the institute manager possesses specialist knowledge/experience relevant to TAFE's educational needs.

7. Appointment and Transfer

- 7.1 The filling of vacant positions of institute manager will be by way of a competitive selection process based on merit, subject to the provisions of TAFE NSW Recruitment and Staff Selection policy.
- 7.2 A person who is not an officer and is appointed to an institute manager's position shall be appointed for a minimum probationary period of one year. Confirmation of their position shall depend on completion of a satisfactory annual review, pursuant to Clause 8, Performance Management.
- 7.3 Nothing in this award shall operate to remove the right of TAFE to transfer an institute manager to meet the operating needs of TAFE or remove existing rights to entitlements as provided in the Transferred Officers Compensation Managing Director of TAFE Determination No.4 of 2001.
- 7.4 Institute managers who wish to seek transfer will be considered by TAFE on a case by case basis.
- 7.5 Where TAFE directs an institute manager to transfer, the institute manager shall have access to a Transfer Review Panel.
- 7.6 In assessing an application for transfer, the institute director or delegate will assess the institute manager's skills and other attributes against the selection criteria for the position and if matched, can directly appoint or if in doubt can proceed to merit selection.
- 7.7 The institute manager has no right of appeal for non-appointment should a transfer application not be approved.

8. Performance Management

- 8.1 The performance of institute managers will be reviewed annually under a performance management scheme, the objectives of which are set out in Schedule 2, Performance Management for Institute Managers, of Part B Monetary Rates.

9. Appeal Rights

- 9.1 For positions with salary equivalent to or below that applicable to the maximum salary for Clerk Grade 12, institute managers shall have access to the Government and Related Employees Appeal Tribunal in terms specified by the *Government and Related Employees Appeal Tribunal Act 1980*.
- 9.2 For positions above the salary level for maximum Clerk Grade 12, staff have a right of appeal to the Managing Director where such appointment would involve a salary increase for the appellant or the prospective appointee. Such appeals will be managed in accordance with TAFE's appeals process as agreed by the parties.

10. Regression

- 10.1 Staff wishing to regress to positions below institute manager classifications should express their interest to the relevant institute director who will consider the request, along with others, whenever an appropriate vacancy occurs.

11. Dispute Resolution Procedures

- 11.1 An institute manager's award consultation committee shall be formed comprising an equal number of representatives of the unions and TAFE. This committee shall meet as required or at the request of the parties.
- 11.2 Subject to the provisions of the *Industrial Relations Act* 1996 the following procedures shall apply:
- 11.2.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, the institute manager and/or the relevant union's workplace representative shall raise the matter with the appropriate line manager as soon as practicable.
- 11.2.2 The line manager shall discuss the matter with the institute manager and/or the relevant union's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 11.2.3 Should the above procedure be unsuccessful in producing resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the institute manager and or the relevant union may raise the matter with an appropriate officer of TAFE at the Institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 11.2.4 Where the procedures in sub clause 11.2.3 of this clause do not lead to resolution of the dispute, the matter shall be referred to the institute manager's award consultation committee, which shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 11.3 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.

12. Discipline Process

- 12.1 The parties recognise that the following two discipline processes have application in the Commission and will be applied to institute managers;
- 12.2 The procedure applicable to members of staff of the Commission whose conditions of employment are determined by the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award, or any successor instruments to the said award; or
- 12.3 The procedure that applies to all other members of staff of the Commission and which is specified in Part 2.7 of the *Public Sector Employment and Management Act* 2002.

13. Anti-Discrimination

- 13.1 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.
- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 11 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 the award which, by its terms or operation, has a direct or indirect discriminatory effect.

13.3 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.

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

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

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

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

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

13.5 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.

14. Deferred Salary Scheme

14.1 Institute managers may seek to join the Department's deferred salary scheme.

14.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.

14.3 The deferred salary scheme does not apply to temporary institute managers.

15. Leave

15.1 Annual Recreation leave - Annual recreation leave shall be in accordance with the *Annual Holidays Act 1944* and TAFE policy.

15.2 Extended leave - Extended leave shall be in accordance with the Act.

15.3 Sick leave -

15.3.1 Sick leave at the rate of fifteen working days paid sick leave per calendar year i.e. 1 January to 31 December. The full annual entitlement is available from 1 January each year (not accrued on a monthly basis). The unused component of the annual entitlement is fully cumulative.

15.3.2 Where an institute manager requires sick leave additional to the annual or cumulative entitlement provided in sub clause 15.3.1 above in cases of long-term illness, they may apply to TAFE for special sick leave. Such requests will be considered by TAFE on a case-by-case basis.

15.4 Family and Community Service Leave

15.4.1 General - The Managing Director or nominee may grant family and community service leave for the following purposes:

(a) for reasons related to the family responsibilities of the institute manager; or

(b) for reasons related to the performance of community service by the institute manager; or

- (c) for reasons of pressing necessity.

Family and community service leave replaces short leave.

15.4.2 Quantum - The amount of family and community service leave available to an institute manager shall be either:

- (a) 2.5 days during the first year of service and five days in any period of two years after the first year; or
- (b) after two years of continuous service, one day of family and community service leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to an institute manager;

whichever is the greater period.

Where such leave is exhausted, sick leave in accordance with subclause 15.5.1 may be used.

Family and community service leave is not to be taken for attendance at court to answer a criminal charge, unless the Managing Director or nominee approves such leave in the particular case.

15.5 Personal Carer's Leave -

15.5.1 Use of Sick Leave - An institute manager may use the available sick leave from the current year plus any accumulated sick leave from the previous three years to provide care and support for family members when they are ill. Such illness shall be supported, if required, by a medical certificate or statutory declaration that the illness is such as to require the care by another person for a specified period. The choice of medical certificate or statutory declaration is the institute manager's. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of the illness. Wherever practicable, prior notice of the intention to take leave should be given.

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

- (a) the institute manager being responsible for the care of the person concerned; and
- (b) the person concerned being:
- (1) a spouse of the institute manager; or
 - (2) 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
 - (3) a child or an adult (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the institute manager or spouse or de facto spouse of the institute manager; or
 - (4) a same sex partner who lives with the institute manager as the de facto partner of that institute manager on a bona fide domestic basis; or

- (5) a relative of the institute manager who is a member of the same household where, for the purposes of this section:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"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.

An institute manager shall, wherever practicable, give the Managing Director or nominee 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 institute manager, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the institute manager to give prior notice of absence, the institute manager shall notify the Managing Director or nominee of such absence at the first opportunity on the day of absence.

- 15.5.2 Use of Other Leave - To care for an ill family member, an institute manager may also use recreation, extended leave or leave without pay with the consent of the institute director.

- 15.5.3 Use of Time in Lieu - To care for an ill family member, an institute manager may also, with the institute director's consent, take accrued time in lieu as provided for in subclauses 4.1.4 and 4.1.5 of this award.

15.6 Bereavement Leave -

- 15.6.1 An institute manager shall be entitled to up to two days bereavement leave on each occasion of the death of a person prescribed in subclause 15.5.1 above, provided that for the purpose of bereavement leave, the institute manager need not have been responsible for the care of the person concerned.

- 15.6.2 The institute manager must notify the Managing Director or nominee as soon as practicable for the intention to take bereavement leave and shall, if required by the Managing Director or nominee, provide to the satisfaction of the Managing Director or nominee proof of death.

- 15.6.3 An institute manager shall not be entitled to bereavement leave under this clause during any period in respect of which the institute manager has been granted other leave.

- 15.6.4 Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request the Managing Director or nominee shall give consideration to the circumstances of the institute manager and the reasonable operational requirements of TAFE.

16. Filling of Positions

- 16.1 Positions which have been affected by a workplace change will be filled in accordance with the Department's Procedures for Managing Potentially Displaced, Displaced and Excess Permanent Employees and Displaced Long Term Temporary Employees.

- 16.2 Positions not filled through the provisions of sub clause 16.1 of this award shall be filled as follows:

- 16.2.1 Displaced/Excess Staff - The regional human resources manager will determine if there are any suitable vacancies using the corporate employees service centre weekly vacancy spreadsheet. The manager will then proceed in accordance with the procedures at subclause 16.1.

- 16.2.2 Regression - Where the position has not been filled by the preceding steps, institute managers who are seeking regression will be eligible for priority consideration for appointment to vacant positions. Further details are contained in TAFE's transfer and regression policy.
- 16.2.3 Staff Selection (Recruitment) Action - Where no appointment has been made through the process identified in subclauses 16.2.1 and 16.2.2, the position will be advertised within TAFE.
- 16.2.4 Staff Selection (Recruitment) Action - Where no appointment has been made through the processes identified in subclauses 16.2.1, 16.2.2 and 16.2.3, the position will be advertised externally.
- 16.3 Nothing in subclause 16.2 shall limit the appeal rights of institute managers, which are set out in clause 9, Appeal Rights.

17. Qualification Requirements

- 17.1 Qualifications for positions shall accurately reflect the requirements of the position and conform to equal employment opportunity principles. Any artificial barriers to promotion should be removed.
- 17.2 The qualification requirements of positions shall be reviewed by TAFE from time to time in consultation with the unions.

18. Goods and Services Tax

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

19. No Further Claims

- 19.1 Except as provided by the *Industrial Relations Act 1996*, prior to 31 December 2005, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award subject to the following:
- 19.1.1 The unions may apply with respect to the matters prescribed in clause 24 Leave Reserved to have those matters arbitrated by the Industrial Relations Commission.

20. Locality/Remote Areas Allowance

- 20.1 Institute managers currently receiving the allowances contained in Schedule 3, Allowances of Part B - Locality Allowances - Tables 1, 2 and 3, shall continue to receive these allowances for as long as they continue in their current position at their existing location. Institute managers appointed on or after 29 May 2001 shall be paid the remote areas allowances as contained in Table 4 of Schedule 3 of Part B, Allowances as adjusted in line with adjustments to the public service remote areas allowance as contained in clause 40 of the Crown Employees (Public Service Conditions of Employment) Award 2002 or any variations to or successor instruments to the said award.
- 20.2 Institute managers currently receiving the remote areas allowance as contained in Table 4 of Schedule 3, Part B, Allowances shall continue to receive this allowance while remaining in their current position at their existing location.

21. Industrial Rights

21.1 Union Representatives -

- 21.1.1 An accredited union representative at the place in which he/she is employed shall, upon notification thereof to his/her employer, be recognised as an accredited union representative.
- 21.1.2 An accredited union representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees.
- 21.1.3 An accredited union representative shall be allowed a reasonable period of time during working hours to interview a duly accredited union official.

21.2 Consultative and Other Committee Work -

- 21.2.1 Where an institute manager is required by TAFE, nominated by the union or otherwise selected by staff to participate in work-based consultative or like committees, TAFE shall provide such staff with paid leave to attend to such matters.
- 21.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with its terms of reference, TAFE shall provide sufficient paid time to enable the institute manager to undertake the project.

22. Special Fitness and Hard to Fill

- 22.1 A position will be regarded as "hard to fill" when it has been advertised once throughout TAFE and twice throughout New South Wales in the major press and no appointment has been made.
- 22.2 When a position has been identified as "hard to fill" in accordance with subclause 22.1 of this clause, TAFE will review the position in order to ensure that the current position description and accountabilities appropriately reflect the nature of the position. Where appropriate, job redesign will follow and the new position will be advertised in the normal manner.
- 22.3 Where job redesign has not been deemed to be appropriate, the Managing Director or nominee may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.
- 22.4 The allowance will be paid to the selected applicant for as long as he/she remains in the advertised position.

23. Deduction of Union Membership Fees

- 23.1 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.
- 23.2 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.
- 23.3 Subject to 23.1 and 23.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 23.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 23.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

- 23.6 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.

24. Leave Reserved

- 24.1 The unions may apply to the Industrial Relations Commission to vary the salaries of institute managers to provide for additional increases consistent with the unions application filed 4 February 2004.

25. Area, Incidence and Duration

- 25.1 This award applies to all persons employed by TAFE in the classification of institute manager. The award shall take effect on and from 1 January 2004 and shall remain in force until 31 December 2005.
- 25.2 This award rescinds and replaces the Crown Employees (Institute Managers in TAFE) Salaries and Conditions Award published 14 September 2001 (327 I.G. 872) and all variations thereof.

PART B

MONETARY RATES

Schedule 1 - Salaries

Institute Managers	Salary as from 1.1.03 \$	Salary from the first pay period to commence on or after 1.1.04 5.5% \$	Salary from the first pay period to commence on or after 1.7.04 3% \$	Salary from the first pay period to commence on or after 1.1.05 3.5% \$
Level 1	79,150	83,503	86,008	89,018
Level 2	85,122	89,804	92,498	95,735
Level 3	89,603	94,531	97,367	100,775
Level 4	95,576	100,833	103,858	107,493
Level 5	101,551	107,136	110,350	114,212

Schedule 2 - Performance Management for Institute Managers

1. Introduction

The scheme establishes a framework for individuals to plan their work performance and the provision of objective feedback. It also facilitates training and career development.

2. Objectives of Performance Management

The objectives of performance management are to support the professional development of institute managers and to enhance the performance of TAFE. All institute managers shall participate in the scheme. The performance management scheme will provide an effective means for institute managers to understand, reflect upon and improve their performance through developmental processes and to understand the role, accountabilities and standards that are expected of them.

The performance management process is a collaborative process between the line manager and the institute manager. The line manager will exercise leadership by working together with the institute manager to implement the performance management scheme and to provide continuing support and feedback to the officer. The institute manager in consultation with the line manager will identify appropriate targets and monitor their progress, requesting assistance as needed.

The major outcomes of the performance management process will be the identification of developmental needs of the institute manager, the development strategies to support these needs, feedback on performance and

achievements. The process will also enhance the productivity, effectiveness and efficiency of TAFE to meet changing industry and community needs.

The objectives are to:

establish clear individual performance goals linked to, and consistent with, the TAFE's goals and priorities and institute's plans and objectives;

identify each institute manager's current and medium term development needs (in relation to the organisation and self), and career goals and develop strategies to support these needs;

assist with the achievement of TAFE's long term objectives and annual priorities;

provide for each institute manager, a valid basis for performance assessment against job-related criteria; and

provide job-related guidance and performance feedback in a continuing way.

The scheme will reflect and support TAFE's overall objectives as set out in:

the Department's and TAFE's Strategic Plans;

annual priorities; and

institutes' management plans.

The scheme is an ongoing process and consists of three major components:

developing the performance agreement;

review process; and

feedback.

Appropriate training will support implementation of the scheme.

Schedule 3 - Allowances

1. Definitions - for the Purpose of This Schedule:

1.1 "Dependent child" means, unless otherwise defined in the award, a child of which an institute manager is a parent and who is resident with and wholly maintained by such institute manager and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.

1.2 "Dependent partner" means a person who is resident with and substantially reliant upon an institute manager for their financial support, being either the institute manager's spouse or a person whom the Managing Director is satisfied is cohabiting otherwise than in marriage with the institute manager in a permanent de facto and bona fide domestic relationship.

1.3 "Married couple" means and shall include an institute manager and their spouse or a person whom the Managing Director is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

Table 1 - Locality Allowances - Climatic

Climatic Allowances (Hot Summer Temperatures)	TAFE Colleges or TAFE Campuses located in the Western Division of New South Wales at the following locations: Boggabilla, Bourke, Broken Hill, Cobar, Coonabarabran, Coonamble, Condobolin, Moree, Nyngan, Walgett, Warren, Wilcannia			
	On and From 1.1.03 per annum	5.5% from the first pay period to commence on or after 1.1.04	3.0% from the first pay period to commence on or after 1.7.04	3.5% from the first pay period to commence on or after 1.1.05
	\$	\$	\$	\$
Single or married with independent non-teaching Partner	826	871	897	928
Married with dependent partner	975	1,029	1,060	1,097
Married with teaching partner	488	515	530	549
Isothermic (Cold Winter Temperatures)	TAFE Colleges or TAFE Campuses within a zone of New South Wales established by the 0° Celsius July Average Minimum Temperatures at the following locations: Armidale, Bathurst, Cooma, Glenn Innes, Inverell, Tenterfield			
Single or married with independent non-teaching partner	417	440	453	469
Married with dependent partner	556	587	605	626
Married with teaching partner	278	293	303	313

Table 2 - Locality Allowances - Isolation from Socio-economic Goods and Services

Isolation from Socio- Economic Goods and Services Allowance	Applies to TAFE Colleges or TAFE Campuses at the following locations:			
Single or married with independent non-teaching or teaching partner	On and from 1.1.03 per annum	5.5% from the first pay period to commence on or after 1.1.04	3.0% from the first pay period to commence on or after 1.7.04	3.5% from the first pay period to commence on or after 1.1.05
	\$	\$	\$	\$
Wilcannia	2,438	2,572	2,649	2,742
Goodooga	2,167	2,286	2,355	2,437
Brewarrina	1,085	1,145	1,179	1,220
Bourke	814	859	885	916
Boggabilla	545	575	592	613
Cobar, Dunedoo, Nyngan, Warren	271	286	295	305
Married with dependent partner				
Wilcannia	4,876	5,144	5,298	5,483
Goodooga	4,334	4,572	4,710	4,874
Brewarrina	2,170	2,290	2,358	2,440
Bourke	1,628	1,178	1,770	1,832
Boggabilla	1,090	1,150	1,185	1,226
Cobar, Dunedoo, Nyngan, Warren	542	572	590	610

Dependent children for institute manager with independent non-teaching partner				
Dependent children for married institute manager with dependent partner				
Wilcannia				
First Child	282	298	307	318
Subsequent Child	179	189	195	202
Goodooga				
First Child	239	252	260	269
Subsequent Child	135	142	146	151
Dependent children for single or married institute manager with independent non-teaching or teaching partner				
Wilcannia				
First Child	141	149	154	159
Subsequent Child	90	95	98	101
Goodooga				
First Child	120	126	130	135
Subsequent Child	68	71	73	76

Table 3 - Locality Allowances - Motor Vehicles Depreciation

Motor Vehicles Depreciation	On and from 1.1.03 per annum \$	5.5% from the first pay period to commence on or after 1.1.04 \$	3.0% from the first pay period to commence on or after 1.7.04 \$	3.5% from the first pay period to commence on or after 1.1.05 \$
Applies to TAFE Colleges or TAFE Campuses at Wilcannia and Goodooga only	1,457	1,537	1,583	1,638

Remote Areas Allowance - Public Service Allowances**Table 4 - Remote Areas Allowance**

1. Grade A Allowances	1. Grade B Allowances	1. Grade C Allowances
(a) With dependents: \$1,489 per annum	(a) With dependents: \$1,975 per annum	(a) With dependents: \$2,637 per annum
(b) Without dependents: \$1,038 per annum	(b) Without dependents: \$1,385 per annum	(b) Without dependents: \$1,847 per annum
All other locations 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: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire,	Locations Angledool Barrington Bourke Brewarrina Clare Enngonia Goodooga	Locations Fort Grey Mootwingee Mount Wood Nocoleche Olive Downs Tibooburra Yethong

<p>Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw and includes a place situated in any such town or locality.</p> <p>Locations</p> <p>All others within the above but not covered in the Category B or C allowances.</p>	<p>Ivanhoe Lake Mungo Lightning Ridge Louth Mungindi Pooncarie Redbank Walgett Wanaaring Weilmoringle White Cliffs Wilcannia Willandra</p>	
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J. P. GRAYSON *D.P.*

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SERIAL C3635**NSW ADULT MIGRANT ENGLISH SERVICE CROWN EMPLOYEES
(TEACHERS AND RELATED EMPLOYEES) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 456 of 2004)

Mr Deputy President Grayson

10 November 2004

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

Clause No.	Subject Matter
1.	Arrangement
2.	Statement of Intent
3.	Dictionary
4.	Professional Responsibilities of Teachers
5.	Duties as Directed
6.	Teachers and Related Employees - Annual Review
7.	Performance Management for Operations Managers
8.	Salaries
9.	Salary Packaging
10.	Salary Scale Progression Arrangements
11.	Allowances
12.	Unpaid Absences
13.	Part-Time Work
14.	Hours
15.	Averaging of Hours
16.	Annual Leave and Weeks of Non-Attendance
17.	Sick Leave
18.	Family and Community Service Leave
19.	Personal/Carer's Leave
20.	Conditions of Employment - Casual Teachers
21.	Professional Development
22.	AMES Year
23.	Transfer Procedures
24.	Anti-Discrimination
25.	Dispute Resolution Procedures
26.	Goods and Services Tax
27.	Flexible Working Arrangements
28.	Deduction of Union Membership Fees
29.	No Further Claims
30.	Leave Reserved
31.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - Other Rates

2. Statement of Intent

- 2.1 The purpose of this award is to provide salaries and conditions of employment for AMES teachers and related employees that will:
- 2.1.1 attract and retain highly skilled employees
 - 2.1.2 acknowledge the professional status and responsibilities of AMES teachers and related employees and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services;
 - 2.1.3 support the active involvement and participation of AMES teachers and related employees in the professional growth of the organisation;
 - 2.1.4 take into account the changes that are taking place in respect of AMES service delivery;
 - 2.1.5 take into account the specific finding and contractual arrangements that may apply to AMES and the competitive environment in which it operates.

3. Dictionary

- 3.1 "AMES" means the New South Wales Adult Migrant English Service.
- 3.2 "Casual Teacher" means a person employed to teach a course or courses on an hourly basis. A "400 hour Casual Teacher" means a casual teacher who has completed the equivalent of 400 hours teaching service in any teaching year. A "Less than 400 hour Casual Teacher" means a casual teacher who has completed less than 400 hours teaching service in any teaching year.
- 3.3 "Co-ordinator Course Information and Admissions" means an officer or temporary employee appointed, employed or seconded as such.
- 3.4 "Co-ordinator of Studies" means an officer or temporary employee appointed, employed or seconded as such.
- 3.5 "Degree Course" means a university or college of advanced education degree course approved by the Director.
- 3.6 "Department" means the Department of Education and Training.
- 3.7 "Director" means the Director, Community and Migrant Education.
- 3.8 "Director-General" means the Director-General of Education and Training.
- 3.9 "Educational Counsellor" means an officer or temporary employee appointed, employed or seconded as such.
- 3.10 "Education Officer" means an officer or a temporary employee appointed, employed or seconded as such.
- 3.11 "Equivalent" when referring to qualifications means qualifications and/or experience deemed by the Director to be equivalent to specified qualifications.

- 3.12 "Federation" means the New South Wales Teachers Federation.
- 3.13 "Five Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree with honours of a recognised university which requires a minimum of four years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.14 "Four Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree of a recognised university or college which requires a minimum of three years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.15 "Full-time Temporary Teacher" means a person employed and designated as such under Section 27 of the *Public Sector Employment and Management Act 2002*.
- 3.16 "Graduate" means a person who has obtained a degree of a recognised university or college or possesses qualifications deemed by the Director to be equivalent to such a degree.
- 3.17 "Officer" means a person employed in any capacity under Part 2, of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation but does not include a temporary employee.
- 3.18 "Operations Manager" means an officer appointed as such.
- 3.19 "Permanent Teacher" means an officer appointed as such in the AMES pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- 3.20 "Program" means a learning arrangement or composite of learning arrangements under the management of an operations manager.
- 3.21 "Region" means an area designated as such by the Director including one or more venues.
- 3.22 "Senior Education Officer" means an officer or a temporary employee appointed, employed or seconded as such.
- 3.23 "Teacher" means an officer, temporary employee or casual employee appointed or employed as such.
- 3.24 "Teachers and related employees" means all officers and temporary employees covered by this award and includes casual, permanent and full-time temporary teachers, education officers and senior education officers, co-ordinators of studies, co-ordinators of course information and admissions and operations managers.
- 3.25 "Teaching Centre" means a location designated as such by the Director that may include one or more teaching venues.
- 3.26 "Temporary Employee" means a person temporarily employed under Section 27 of the *Public Sector Employment and Management Act 2002*.
- 3.27 "Year of Service" means full-time employment for a period of 52 weeks or the equivalent. Future employees shall be deemed to have the incremental status indicated by the rate of pay at which they are employed.

4. Professional Responsibilities of Teachers

- 4.1 In order to foster and sustain a collaborative professional culture and in keeping with their professional status and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services, teachers shall as part of their professional responsibilities:
- (i) maintain and exhibit the highest standards of conduct;
 - (ii) ensure that in the performance of their teaching and associated duties, AMES policies, standards and practices are observed;
 - (iii) work collaboratively with their colleagues in helping to ensure that essential organisational goals and objectives are met;
 - (iv) provide peer support and leadership to less experienced teachers or to teachers experiencing performance difficulties;
 - (v) participate in working groups and staff meetings as required, to develop and enhance professional knowledge and to improve practices and procedures;
 - (vi) contribute to the development of curricula, teaching materials and resources which support the achievement of excellence in the delivery of teaching and training programs and related services; and
 - (vii) participate in the ongoing moderation of the assessment of student achievements.

5. Duties as Directed

- 5.1 The Director or her/his nominee may direct any employee to carry out such duties as are within the limits of the person's skill, competence and training consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- 5.2 The Director or her/his nominee may direct any employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the officer has been properly trained in the use of such tools, materials and equipment.
- 5.3 Any directions issued by the Director pursuant to this clause shall be consistent with the Director's responsibility to provide a safe and healthy working environment.
- 5.4 The Director may from time to time deploy teachers to duties other than face-to-face teaching duties in accordance with guidelines designed to increase the efficiency of AMES. Deployments will be for a predetermined period not exceeding one year.

6. Teachers and Related Employees - Annual Review

- 6.1 To provide feedback on performance, the Director of AMES or nominee will ensure that the performance of all teachers and related employees, except casual teachers and operations managers, is appraised by annual review.
- 6.2 This annual review shall be supported by:
- (i) conferences between the teacher or related employee and the operations manager or nominee;
 - (ii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate; and
 - (iii) for teachers, observations of educational programs.

- 6.3 The annual review for teachers and related employees shall be reported by way of a NSW AMES Teachers and Related Employees Assessment Review Form.

7. Performance Management for Operations Managers

- 7.1 The performance of operations managers shall be reviewed annually under a performance management scheme.
- 7.2 The objectives of the performance management scheme for operations managers are to:
- (i) establish clear individual performance goals linked to, and consistent with, AMES goals and priorities and regional plans and objectives;
 - (ii) identify each employee's current and medium term development needs and career goals and develop strategies to support these;
 - (iii) assist with the achievement of AMES long term objectives and annual priorities;
 - (iv) provide for each employee a valid basis for performance assessment against job-related criteria;
 - (v) provide job-related guidance and performance feedback in a continuing way.
- 7.3 Appropriate training will support the implementation of the scheme.

8. Salaries

- 8.1 The salaries that apply to teachers, education officers, senior education officers and operations managers are set out in Tables 1 and 2 of Part B.

9. Salary Packaging

- 9.1 Officers may participate in the Department's salary packaging scheme.
- 9.2 Salary packaging does not apply to casual or temporary employees.

10. Salary Scale Progression Arrangements

- 10.1 Permanent teachers and full-time temporary teachers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that teachers who are four-year trained or five-year trained shall commence on the common salary scale at a level not less than:

Four-year trained	2nd salary level
Five-year trained	3rd salary level

- 10.2 Education officers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that graduate education officers - not teacher-trained and graduate education officers - teacher-trained, shall commence on the common salary scale at a level not less than:

Graduate - not teacher-trained	2nd salary level
Graduate - teacher-trained	3rd salary level

- 10.3 Employees shall be entitled to progress after each 12 months of service along the salary steps of the common salary scale, subject to the employee demonstrating continuing satisfactory performance in accordance with the Teacher Quality - Annual Review provisions set out in clause 5.

- 10.4 Any employee whose initial employment is approved on or after 1 January 1992, and who does not satisfy the teacher training requirements as determined by the Director, will not progress more than two salary steps along the common salary scale.

11. Allowances

- 11.1 An education officer who:
- 11.1.1 has completed 12 months service at the salary prescribed on the maximum of the common salary scale; and
 - 11.1.2 has demonstrated to the satisfaction of the Director by the work performed, its quality and the results achieved, that the aptitude and abilities of the employee warrant additional payment;
- shall be paid an allowance as set out in Item 1 of Table 2 - Other Rates of Part B, Monetary Rates, and after a further 12 months an additional allowance as set out in the said Item 1. This allowance shall count as salary and be paid for all purposes.
- 11.2 The operations manager may nominate a teacher to undertake responsibilities associated with the supervision and administration of smaller teaching venues and/or smaller evening or weekend teaching programs.
- 11.3 A teacher nominated by the operations manager who accepts and undertakes such responsibilities shall for the period that the responsibilities are undertaken be paid an allowance as set out in Item 2 of Table 2 - Other Rates, of Part B, Monetary Rates. This allowance shall not count as salary.
- 11.4 The operations manager may release the nominated teacher from face-to-face teaching duties as necessary to undertake these responsibilities.

12. Unpaid Absences

- 12.1 Unpaid absences in excess of five days per annum shall not be taken into account for the purposes of calculating length of service except in relation to leave approved pursuant to subclause 19.2.

13. Part-Time Work

- 13.1 Any permanent officer may apply to work part-time at any time, subject to the appropriate work being available for the position and it is convenient to AMES.
- 13.2 Arrangements of between 0.2 and 0.8 equivalent full-time may in general be worked in patterns mutually convenient to the AMES and the teacher.
- 13.3 Part-time teachers shall be required to undertake, on a pro-rata basis, the full range of duties undertaken by full-time teachers.
- 13.4 Salary and conditions for approved part-time work shall attract a pro-rata entitlement of that associated with full-time permanent or temporary employment.
- 13.5 "Pro-rata entitlement" shall be taken to mean a calculation in which the quantum of hours, leave, pay or other remuneration is determined by multiplying the quantum applicable to full-time teachers by the appropriate equivalent full-time (eg 0.2 to 0.8).
- 13.6 Service shall not be regarded as having been broken by permanent part-time work.

14. Hours

- 14.1 The daily span of working hours for teachers, education officers, senior education officers, co-ordinators of studies, co-ordinators of course information and admissions and operations managers is between 6.00 a.m. and 10.00 p.m. on Monday to Saturday inclusive. Teachers and related employees who are required as part of their program to work on a Saturday shall, if they so request, be entitled to have two consecutive days off in the following week.
- 14.2 Teachers, education officers and senior education officers may elect to work on a Sunday or on a Monday to Friday between the hours of 10.00pm and 7.30am but shall not be directed to do so.
- 14.3 A teacher may apply to the Director to exclude Saturday from their ordinary attendance pattern for a period not exceeding 12 months on compassionate grounds where there are exceptional and compelling circumstances. Applications for such exclusion must contain full and substantiated grounds and supporting documents, where appropriate.
- 14.4 The standard hours of attendance for permanent and full-time temporary teachers shall be 30 hours per week inclusive of 20 face to face teaching hours per week, except where such face to face teaching hours are reduced with the approval of the Director for the purpose of undertaking alternative duties.
- 14.5 The standard hours of attendance for education officers, senior education officers and operations managers shall be 35 hours per week.
- 14.6 Standard hours of attendance excludes time taken for meal breaks.
- 14.7 Ordinary attendance patterns within the daily span of hours for teachers, education officers and senior education officers shall be arranged by the operations manager.
- 14.8 Teachers shall be invited to submit their attendance pattern preferences in June and December each year. In arranging ordinary attendance patterns within the daily span of hours operations managers shall, to the extent possible and practicable, accommodate such preferences. Where there are difficulties in accommodating attendance pattern preferences the operations manager shall consult with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the operations manager shall apply the principle of rotation and no teacher shall unreasonably refuse.
- 14.9 Teachers and related employees may be required to work on any five days from Monday to Saturday as part of their program. However, with the approval of the operations manager and subject to AMES requirements being met, a teacher's ordinary attendance pattern may be undertaken across four days and/or day/evening configuration.
- 14.10 The hours of attendance for non-teaching duties may be arranged by teachers in consultation with the operations manager provided that the requirements of AMES are met at all times.
- 14.11 Face-to-face teaching hours required to be worked by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:

6.00 am and 7.30 am Monday to Friday;

5.30 pm and 10.00 pm Monday to Friday.
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- 14.12 Work undertaken by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:

6.00 am and 5.30 pm Saturday.

14.13 Work undertaken by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at double time of their ordinary rate:

5.30 pm Saturday to 6.00 am Monday;

10.00 pm to 6.00 am weekdays;

Midnight Friday to 6.00 am Saturday.

15. Averaging of Hours

- 15.1 Notwithstanding the provisions of sub-clause 14.4 of clause 14 Hours, the 20 face to face teaching hours per week may be averaged on a semester or program basis, provided that the arrangement is known in advance and provided that for the duration of the averaging period the teacher shall continue to receive her/his normal fortnightly or weekly pay.
- 15.2 In scheduling such hours the operations manager shall to the extent possible and practicable, accommodate teacher's attendance preference patterns. Where there are difficulties in scheduling such hours, the operations manager shall consult with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the operations manager shall apply the principle of rotation and no teacher shall unreasonably refuse.
- 15.3 The operations manager shall ensure that the face to face teaching hours in any one week do not exceed 24 per week.
- 15.4 If a teacher leaves the AMES prior to completion of the relevant settlement period an appropriate credit or debit adjustment to the teacher's payment on termination shall be made.
- 15.5 The adjustment shall reflect the difference between the total of the hours actually worked (including any period of approved leave in the relevant period) and the total of the hours that would have been worked in the relevant period but for the averaging arrangement.
- 15.6 Where applicable, evening and weekend loadings in accordance with clauses 14.11, 14.12 and 14.13 shall apply to hours worked as part of an averaging arrangement.

16. Annual Leave and Weeks of Non-Attendance

16.1 Subject to the operation of subclause 22.4 of clause 22 AMES Year, and in lieu of the provisions under the *Annual Holidays Act 1944* the following classifications of employees shall not be required to attend their place of employment for the number of weeks as set out in the following schedule:

Classification	Annual Leave Weeks	Weeks of Non Attendance
Permanent Teacher	4	7
Full-time Temporary Teacher	4	7
Operations Manager	4	Nil
Senior Education Officer	4	Nil
Education Officer	4	Nil

- 16.2 Except where provision is otherwise made in this award, agreed non-attendance will be deemed to be in lieu of additional work.
- 16.3 Permanent teachers and full-time temporary teachers who are deployed for periods not exceeding 12 weeks to positions which would otherwise not be in receipt of equivalent leave and agreed non-attendance will retain their leave and agreed non-attendance as provided by clause 16.1 hereof.

17. Sick Leave

- 17.1 Permanent teachers, full-time temporary teachers, education officers, senior education officers and operations managers shall be entitled to 15 days sick leave per annum with the unused component of the annual entitlement being fully cumulative.
- 17.2 Staff employed on teaching conditions who prior to 1st January 1997 were entitled to 22 days on full pay and 22 days on half pay in any 12 month period shall retain the balance of their accumulated sick leave entitlements as at 31st December 1996.
- 17.3 Additional sick leave in the first two years of service:
- 17.3.1 The provisions of this paragraph shall only apply to permanent and full-time temporary teachers.
- 17.3.2 The maximum grant of additional sick leave during the first 2 years of service is 15 days.
- 17.3.3 Additional sick leave provided by this clause is available at any stage during the teacher's first two years of service but will only be granted in circumstances where:
- (a) there is no current concern regarding the teacher's use of sick leave;
 - (b) all sick leave entitlements have been exhausted.

18. Family and Community Service Leave

- 18.1 The Director shall, in the case of emergencies or in personal or domestic circumstances, grant to an employee some or all of the available family and community service leave on full pay.
- 18.2 Such cases may include, but are not limited to, the following:
- 18.2.1 compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- 18.2.2 accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 18.2.3 emergency or weather conditions such as when flood, fire or snow, etc. threaten and/or prevent an employee from reporting for duty;
- 18.2.4 other personal circumstances, such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
- 18.3 Attendance at court by an employee to answer a charge for a criminal offence, if the Director considers the granting of family and community service leave to be appropriate in a particular case.
- 18.4 Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 18.5 Employees who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absences during normal working hours.

- 18.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an employee shall be the greater of the leave provided in subparagraph 18.6.1 and 18.6.2:
- 18.6.1 two and a half working days in the employee's first year of service and, on completion of the employee's first year of service, five working days in any period of two years;
- 18.6.2 after the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service, less the total amount of short leave or family and community service leave previously granted to the employee.
- 18.7 If the available family and community service leave is exhausted as a result of natural disasters, the Director shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subparagraph 19.1.3 (b) of clause 19 Personal/Carer's Leave, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an employee.
- 18.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with sub clause 19.1 of clause 19 Personal/Carer's Leave, shall be granted when paid family and community service leave has been exhausted.

19. Personal/Carer's Leave

- 19.1 Use of Sick Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b), who is ill.
- 19.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub paragraph 19.1.3 (b) below, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 17 Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 19.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- 19.1.3 The entitlement to use sick leave in accordance with this paragraph is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) 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 husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide basis; or

- (5) a relative of the employee who is a member of the same household where, for the purposes of this section:
- (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

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

- 19.2 Use of unpaid Leave for Family Purpose - An employee may elect, with the consent of the Director, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
- 19.3 Use of Annual Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
- 19.3.1 An employee may elect, with the consent of the Director, 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.
- 19.3.2 Access to annual leave, as prescribed in subparagraph 19.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 19.4 Use of Time Off in Lieu of Payment for Overtime for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
- 19.4.1 An employee may elect, with the consent of the Director, to take time off in lieu of payment for overtime at a time or times agreed with the Director within twelve (12) months of the said election.
- 19.4.2 Overtime taken as time off during ordinary time hours shall be taken at ordinary time rate, that is an hour for each hour worked.
- 19.4.3 If, having elected to take time as leave in accordance with subparagraph 19.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
- 19.4.4 Where no election is made in accordance with subparagraph 19.4.1 above, the employee shall be paid overtime rates in accordance with the award.
- 19.5 Make-up Time - An employee may elect, with the consent of the Director, to work 'make-up time' under which the employee takes time off ordinary hours for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

19.6 Bereavement Leave

- 19.6.1 An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subparagraph 19.6.3 below.
- 19.6.2 The employee must notify the Director as soon as practicable of the intention to take bereavement leave and will, if required by the Director, provide to the satisfaction of the Director proof of death.
- 19.6.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in section 19.1.3 (b) above, provided that for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.6.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.6.5 Bereavement leave may be taken in conjunction with other leave available under paragraphs 19.2, 19.3, 19.4 and 19.5. In determining such a request, the Director will give consideration to the circumstances of the employee and the reasonable operational requirements of the AMES.

20. Conditions of Employment - Casual Teachers

20.1 Annual Leave

No casual teacher shall receive annual leave, as a component for leave is included in the hourly rates.

20.2 Leave Loading

- 20.2.1 A 400 hour teacher shall be entitled to an annual leave loading calculated according to the following formula:

$$17.5\% \times \text{Hourly Rate} \times 80 \times \frac{\text{Teaching hours}}{\text{years of service}}$$

- 20.2.2 A less than 400 hour teacher shall be entitled to an annual leave loading calculated according to the above formula, provided that 'teaching hours' shall be the hours completed since the most recent start, notwithstanding course breaks.
- 20.2.3 Full-time temporary service shall not be taken into account in determining entitlement to annual leave loading.

20.3 Sick Leave

20.3.1 Pre 400 Hours

A casual teacher who has:

- (a) completed less than 400 hours of paid duty in any teaching year; and
- (b) worked four successive weeks in the current period,

Is eligible to take as paid sick leave 1/10 of the continuous hours worked in the current engagement.

The maximum amount of paid leave in each teaching year is 80 hours. Unused hours are not credited to the next year.

If service is not continuous, excluding course breaks, each period of service becomes a separate accrual period for the purposes of sick leave.

20.3.2 Post 400 Hours

A casual teacher who has completed 400 hours of paid duty in any teaching year is eligible to take as paid sick leave:

- (a) 66 hours on full pay; and
- (b) six hours for every 36 hours of duty completed in excess of 400; and
- (c) any sick leave already taken as a pre 400 hour teacher, to a maximum of 132 hours in any teaching year.

At the commencement of each year, a 400 hour casual teacher shall be credited with the unused sick leave accrued in the previous year.

20.3.3 General

There is no paid sick leave in advance of accrual.

20.4 Family and Community Services Leave

20.4.1 There is no entitlement to family and community services leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in any teaching year, a casual teacher is eligible to apply for family and community services leave for extraordinary and pressing absences on rostered working days.

20.4.2 Within a teaching year, entitlement will accrue as follows:

400 - 531 hours of duty	6 hours leave
532 - 799 hours of duty	8 hours leave
800 + hours of duty	12 hours of leave

20.4.3 Unused credit shall not carry over from one year to another. Service shall not carry over from one year to the next, for the purposes of determining entitlement.

20.5 Special Leave

20.5.1 There is no entitlement to special leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in a teaching year, a casual teacher is eligible to apply for special leave for absences of the nature of those listed below and which occur on rostered working days:

- (a) interpreting in court;
- (b) examination in a course of study;
- (c) graduation;
- (d) State emergencies;
- (e) jury service;
- (f) blood donation (if not possible in own time); and
- (g) any other reason which in the opinion of the Director warrants the grant of special leave.

- 20.5.2 Service shall not carry over from one year to the next, for the purposes of determining entitlement.
- 20.6 Maternity Leave - Casual teachers ceasing duty for maternity reasons are entitled to resume duty at their previous level of employment providing absence from duty is no longer than 12 months and providing teaching hours are available. Casual teachers are not entitled to paid maternity leave.
- 20.7 Leave Without Pay - Casual teachers are not granted leave without pay.
- 20.8 Study Leave - Casual teachers are not granted leave for study.
- 20.9 Non-engagement on Attendance - Where a casual teacher reports for duty in a particular engagement on any day on the basis of a request by an authorised officer and is then advised that her/his services are not required, then the casual teacher shall be entitled to payment for that engagement at the appropriate rate.
- 20.10 Payment
- 20.10.1 A casual teacher shall attend and be paid only for face-to-face teaching in one or more engagements.
- 20.10.2 Casual teachers who perform duty after 5.30 pm or on a weekend shall be paid at the hourly rate of pay appropriate to their classification and year of service.
- 20.11 Incremental Progression - subject to the provisions of subclause 20.3 of this clause, a casual teacher on completing a year of service, irrespective of breaks in that service, shall be entitled to progress to the next incremental step on the common salary scale.

21. Professional Development

- 21.1 AMES and the Federation confirm a commitment to training and development for all teachers and related employees. Teachers and related employees recognise the importance of maintaining and updating their skills. AMES recognises its obligations to provide teachers and related employees with opportunities to maintain and update their skills.
- 21.2 It is the aim of AMES and the Federation that the teachers and related employees of AMES shall be provided with opportunities for training and development so that they will continue to form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.
- 21.3 In order to develop their skills and to meet the aims and objectives of AMES, teachers and related employees may be provided with the opportunity to move between tasks and functions consistent with their classifications and positions. Such opportunities shall be identified in consultation with teachers and related employees having regard to the professional and career development needs of individuals, target groups, efficient organisation of work and personal considerations.
- 21.4 AMES will facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities.

22. AMES Year

- 22.1 The AMES Year means a period of 50 weeks, excluding the two-week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 22.2 Within the 50 weeks of operation, courses will be scheduled to maximise use of existing accommodation and facilitate access for students.
- 22.3 In each preceding year, operations managers will provide program managers with a plan of courses appropriate to the region for the next academic year.

- 22.4 Teachers may elect to accrue three weeks of annual leave, provided that the operations manager can accommodate their preference for leave within the pattern of courses planned for the region/program. In the preceding year, teachers will provide advice on their leave intentions for the following academic year.
- 22.5 Teachers who elect to accrue leave within the leave year may do so for a maximum of four years.
- 22.6 Teachers may not vary their election of leave within the leave year except in exceptional circumstances and at the discretion of the Director.
- 22.7 Teachers who have not elected to accrue three weeks leave must exhaust all leave within the current leave year except in exceptional circumstances and at the discretion of the Director.
- 22.8 Teachers who elect to accrue three weeks leave per annum may only take the accrued leave in course blocks or in configurations arranged on an agreed basis between the teacher and the operations manager, taking account of the need to minimise disruption to educational programs.
- 22.9 No teacher may be directed to teach beyond eleven consecutive weeks without taking a course break of at least one week.

23. Transfer Procedures

23.1 Requested Transfers

- 23.1.1 This procedure provides for transfer of a permanent teacher at the request of the teacher.
- 23.1.2 A permanent teacher may apply at any time in writing to transfer from one teaching centre to another.
- 23.1.3 A register of transfer applications will be maintained for each teaching centre. The register will be published annually and a copy forwarded to each teaching centre.
- 23.1.4 Transfer applications will be ranked according to date of receipt. Where two or more requests are received on the same date priority in ranking will be determined on the basis of the closest recorded home address to the vacancy to be filled.
- 23.1.5 Transfers of eligible teachers will take place once each year on a nominated transfer date prior to the nominal first course date in each year.
- 23.1.6 To be eligible for transfer a teacher must at the date of transfer be on duty or on a form of approved leave.
- 23.1.7 A teacher who is offered a transfer for which that teacher has applied shall be removed from all transfer registers.
- 23.1.8 Requested Transfers will be published in the Staff Bulletin.

23.2 Operational Transfers

- 23.2.1 Operational transfers may be directed by the Director at any time in order to meet AMES operational requirements.
- 23.2.2 Except in cases where there are special fitness requirements, for example, a requirement for bilingual teaching, when it is necessary to effect an operational transfer the Director shall first offer the transfer in accordance with the transfer register. If the transfer is not accepted, or if there are no applications for transfer, the Director shall offer the transfer to all teachers in the teaching centre from which the transfer is to be made. If the transfer is not accepted, or if there are two or more applications for transfer, the Director shall

- nominate for transfer the teacher with the closest recorded home address to the vacancy to be filled.
- 23.2.3 In cases where there is a special fitness requirement the Director shall firstly offer the transfer to all teachers who meet the special fitness requirement. If the transfer is not accepted or if two or more applications to transfer are received, the Director shall nominate for transfer the teacher who meets the special fitness requirement with the closest recorded home address to the vacancy to be filled.
- 23.2.4 A teacher nominated for operational transfer shall be given a minimum of two weeks notice before they are required to transfer.
- 23.2.5 A teacher may apply to the Director to be excluded from operational transfer on compassionate grounds for up to twelve months where there are exceptional and compelling circumstances. Applications for exclusion from operational transfer must contain full and substantiated grounds and supporting documents, where appropriate.
- 23.2.6 Operational transfers shall be considered temporary until the nominated transfer date in each year, at which time the transfers shall be offered in accordance with the procedures set out in subclause 23.1. If a transfer that is offered in accordance with subclause 23.1 is not accepted, the operational transfer will be confirmed and will cease to be considered temporary.

24. Anti-Discrimination

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 Nothing in this clause is to be taken to affect:
- 24.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 24.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 24.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 24.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

25. Dispute Resolution Procedures

- 25.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 25.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.

- 25.1.2 The supervisor shall discuss the matter with the employee and/or the Federation's representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 25.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute, or in relation to matters where it is inappropriate, or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with the Director or the Director's nominee with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 25.1.4 Where the procedures in paragraph 25.1.3 do not lead to resolution of the dispute, the matter shall be referred to the General Manager of Industrial Relations and Employment Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 25.2 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission of New South Wales.
- 25.3 While the dispute resolution procedure is being followed, the status quo will remain. The status quo is the situation which prevailed before the cause of the dispute.
- 25.4 Where the subject of the dispute involves the Director or the Director's nominee, the matter may be referred to the General Manager of Industrial Relations and Employment Services/Director-General as appropriate.

26. Goods and Services Tax

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

27. Flexible Working Arrangements

- 27.1 Subject to the operating needs of AMES, where possible, employees should be assisted to deal with family responsibilities through flexible leave and working arrangements in accordance with current Government policy.

28. Deduction of Union Membership Fees

- 28.1 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.
- 28.2 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.
- 28.3 Subject to 28.1 and 28.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 28.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 28.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

- 28.6 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.

29. No Further Claims

- 29.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2005, in relation to matters expressly contained in this award subject to the following:

- 29.1.1 The Federation may apply with respect to the matters prescribed in clause 30 Leave Reserved, to have those matters arbitrated by the Industrial Relations Commission.

30. Leave Reserved

- 30.1 The Federation may apply to the Industrial Relations Commission to vary the salaries of operations managers, senior education officers (class II), senior education officers (class I) to provide for additional increases consistent with the Federation's application filed 3 February 2004.

31. Area, Incidence and Duration

- 31.1 This award shall apply to all teachers and related employees employed within the NSW Adult Migrant English Service.
- 31.2 This award rescinds and replaces the NSW Adult Migrant English Service Crown Employees (Teachers and Related Employees) Award 2001 published 1 March 2002 (331 I.G. 802).
- 31.3 This award takes effect from 1 January 2004 and remains in force until 31 December 2005.

PART B

MONETARY RATES

Table 1 - Salaries

	Rates 1.1.2003 Per Annum	From the first pay period to commence on or after 1.1.2004 5.5%	From the first pay period to commence on or after 1.7.2004 3%	From the first pay period to commence on or after 1.1.2005 3.5%
	\$	\$	\$	\$
Salary Scale for Permanent Teachers, Full Time Temporary Teachers and Education Officers				
1st Salary Level	38,787	40,920	42,148	43,623
2nd Salary Level	40,861	43,108	44,401	45,955
3rd Salary Level	42,932	45,293	46,652	48,285
4th Salary Level	45,005	47,480	48,904	50,616
5th Salary Level	47,373	49,979	51,478	53,280
6th Salary Level	49,447	52,167	53,732	55,613
7th Salary Level	51,518	54,351	55,982	57,941
8th Salary Level	53,591	56,539	58,235	60,273
9th Salary Level	56,109	59,195	60,971	63,105
10th Salary Level	58,773	62,006	63,866	66,101
Salary Scale for Senior Education Officers				
Senior Education Officer Class II	77,540	81,805	84,259	87,208

Senior Education Officer Class I				
Year 1	66,085	69,720	71,812	74,325
Year 2	68,815	72,600	74,778	77,395
Year 3	71,547	75,482	77,746	80,467
Salary Scale for Operations Managers				
Operations Manager	94,299	99,485	102,470	106,056
Casual Teachers	Rates Per Hour			
1st Salary Level	47.76	50.39	51.90	53.72
2nd Salary Level	50.32	53.09	54.68	56.59
3rd Salary Level	52.88	55.79	57.46	59.47
4th Salary Level	55.43	58.48	60.23	62.34
5th Salary Level	58.34	61.55	63.40	65.62

Table 2 - Other Rates

Item No.	Clause No.	Brief Description	1.1.2003 Amount Per Annum \$	5.5% From the first pay period to commence on or after 1.1.2004 \$	3.0% From the first pay period to commence on or after 1.7.2004 \$	3.5% From the first pay period to commence on or after 1.1.2005 \$
1	11	Education Officer after 12 months on the maximum of the common salary scale	2,575	2,717	2,798	2,896
		after a further 12 months on the maximum of the common salary scale	2,575	2,717	2,798	2,896
2	11.3	Teacher nominated to undertake additional responsibilities	4,559	4,810	4,954	5,127

J. P. GRAYSON *D.P.*

 Printed by the authority of the Industrial Registrar.

(1297)

SERIAL C3639

CROWN EMPLOYEES (OFFICE OF THE BOARD OF STUDIES - EDUCATION OFFICERS) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 462 of 2004)

Mr Deputy President Grayson

10 November 2004

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
3A.	Deduction of Union Membership Fees
4.	Salary Packaging
5.	Conditions Fixed by Other Awards
6.	Appointment and Mobility Provisions
7.	Flexible Work Arrangements
8.	Work Outside the Ordinary Hours of Work
9.	Consultation
10.	Training and Development
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13.	Dispute Resolution Procedures for the Parties
14.	Duties as Directed
15.	Personal/Carer's Leave
16.	Anti-Discrimination
17.	Goods and Services Tax
18.	No Further Claims
19.	Leave Reserved
20.	Area Incidence and Duration

PART B

MONETARY SALARY RATES

Table 1 - Salaries

PART A

1. Title

1. This award shall be known as the Crown Employees (Office of the Board of Studies - Education Officers) Salaries and Conditions Award.

2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the Office of the Board of Studies providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the and the *Public Sector Employment and Management Act 2002* and the Public Sector Employment and Management (General) Regulation 1996.
- 2.3 "Banked Time" means the amount of time by which Flexitime is reduced by one or more days at the end of a settlement period for the purpose of being recredited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Chief Education Officer" means a salary classification that includes, but is not restricted to, Board Inspectors; Chief Planning Officers; Chief Assessment Officers; Chief Measurement Officers; President, Aboriginal Education Consultative Group; Chief Interactive Design Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.5 "Coretime" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.6 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.7 "Employed" or "employment" means when an Officer is permanently appointed, on secondment, temporarily employed or temporarily appointed by the Office of the Board of Studies.
- 2.8 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.1.2 necessarily occupied by direction of, or on their own initiative with the approval of, the General Manager in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "Field Officer" means a Board of Studies Liaison Officer.
- 2.11 "Flexitime" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.12 "Flex Leave" means Flexitime carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.
- 2.13 "General Manager" means the person holding or acting in the office of the General Manager of the Office of the Board of Studies. Reference to the General Manager may from time to time refer to his/her delegate, meaning a person delegated by the General Manager to perform functions associated with the office.
- 2.14 "General Secretary" means the General Secretary of the New South Wales Teacher's Federation.
- 2.15 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.
- 2.16 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.

- 2.17 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *New South Wales Industrial Relations Act 1996*.
- 2.18 "Office" means the Office of the Board of Studies NSW.
- 2.19 "Officer" or "Officers" means a person or all persons who is/are employed by or in the Office of the Board of Studies in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.20 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the Public Employment Office.
- 2.21 "Permanently appointed" means appointed to a permanent position pursuant to sections 17-23 of the Act.
- 2.22 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.23 "Public Employment Office" means the employer of the staff of the Public Service for the purpose of industrial proceedings as defined by section 129 of the Act.
- 2.24 "Secondment" means when the Office of the Board of Studies employs by making use of the services of an officer of the Department of Education and Training pursuant to section 101 of the Act and/or the *Education Act 1990*.
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Board of Studies Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the General Manager), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily appointed" means employment of an Officer pursuant to sections 24 of the Act.
- 2.29 "Temporarily employed" means when the Office of the Board of Studies employs an Officer pursuant to section 28 of the Act and/or pursuant to section 104 of the *Education Act 1990*.
- 2.30 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.
- 3.3 Unless the General Manager determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:

Education Officer Level 1, 1st Year of Service;

Senior Education Officer, Grade 1 Level 1;

Senior Education Officer, Grade 2 the single salary point specified;

Principal Education Officer the single salary point specified;

Chief Education Officer Level 1.

3.4 The General Manager will determine the remuneration of new Officers:

3.4.1 at the minimum rate of the appropriate salary classification; or

3.4.2 at such higher level specified in Table 1, having regard to:

the applicant's skill, experience and qualifications; and

the rate required to attract the applicant; and

the remuneration of existing Officers performing similar work.

3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.

3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:

3.6.1 annual leave loading;

3.6.2 travel or subsistence allowances;

3.6.3 allowances in relation to relocation expenses;

3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.

3A Deduction of Union Membership Fees

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

4. Salary Packaging

- 4.1 Officers may participate in the Office's salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

5. Conditions Fixed By Other Awards

- 5.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

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

Crown Employees (Transferred Officers' Compensation) Award 2002 published 28 March 2003;

Crown Employees (Public Service Conditions of Employment Award)2002;

Public Sector Employment and Management (General) Regulation 1996

6. Appointment and Mobility Provisions

- 6.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education and Training or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Office agrees, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education and Training or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the Office.
- 6.2 Officers on secondment from the Department of Education and Training and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Office agrees, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education and Training or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the Office.
- 6.3 The Office will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the Office.
- 6.4 In addition to the provisions of the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment Award) 2002 where the balance of any period of maternity/adoption leave extends beyond the period an Officer is employed, the Office will pay the difference in salary between the Officer's substantive salary and the salary whilst at the Office for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.
- 6.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education and Training policy will be taken into specific regard in Office employment practices.
- 6.6 The Office's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 6.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as

provided for in the *Superannuation Act 1916*, the *State Authorities Superannuation Act 1987* or the *First State Superannuation Act 1992*.

- 6.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be Credited

January before 18th	10 days
January on or after 18th	5 days
February	5 days
March before 30th	5 days
March on or after 30th	10 days
April before vacation	10 days
April on or after 27th	5 days
May	5 days
June before 15th	5 days
June on or after 15th	10 days
July before vacation	10 days
July on or after 20th	5 days
August	5 days
September before 7th	5 days
September on or after 7th	10 days
October	5 days
November before 10th	5 days
November on or after 10th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 6.9 For the purpose of workers' compensation, the employer of Officers is the Office in terms of the *Workers Injury Management and Workers Compensation Act 1998* or any successor thereto.
- 6.10 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Training and Officers temporarily employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

7. Flexible Work Arrangements

The conditions under which flexible working hours operate are set out in this clause.

- 7.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.30.
- 7.2 Application

The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:

- 7.2.1 Principal Education Officers, Senior Education Officers, (except for Field Officers) and Education Officers-Clauses 7.2 to 7.11 inclusive, 7.13 to 7.16 inclusive.
- 7.2.2 Field Officers (BOSLOS) Clauses 7.12 to 7.16 inclusive.

- 7.3 Settlement Period

- 7.3.1 The settlement period for the purpose of sub-clause 7.2.2 is 12 weeks. The settlement period for the purpose of sub-clause 7.2.3 is 4 weeks.

7.4 Ordinary Hours of Work and Standard Hours

7.5 Standard Bandwidth

- 7.5.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in sub-clause 2.2).
- 7.5.2 If normal work is undertaken at the Officer's own initiative and with the approval of the General Manager or delegate between 7.00 am and 7.30 am or 6.00 am and 7.00 pm this time will be credited as accrued work time.
- 7.5.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 8 of this award.
- 7.5.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their General Manager or delegate. The time worked is to be counted towards Accrued Work time (AWT).
- 7.5.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).

7.6 Coretime

- 7.6.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 7.8.
- 7.6.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the General Manager or delegate.
- 7.6.3 In exceptional circumstances officers may commence work after 9.30 am or before 3.30 pm the time taken shall be flex leave. This arrangement must be agreed between the officer and General Manager or delegate.

7.7 Hours Worked

- 7.7.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the General Manager or delegate.
- 7.7.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the General Manager or delegate.
- 7.7.3 Nothing in this clause shall prevent the Office requiring an officer to revert to working standard hours following reasonable notice:
- 7.7.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.

7.8 Lunch and Meal Breaks

- 7.8.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.
- 7.8.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.
- 7.8.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.

7.9 Flexible Working Hours

- 7.9.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the General Manager or delegate and in accordance with the provisions of this Award.

7.10 Flex Leave and Banked Time Entitlements

- 7.10.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the General Manager or delegate.

- 7.10.2 An officer may accumulate Banked Time during each settlement period on the following basis:

where the staff member takes 6 Flex Leave days the possible Banked Time is zero;

where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;

where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;

where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;

where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.

- 7.10.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.

- 7.10.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officers flexitime will be reduced by this amount for each day of Banked Time. Seven (7) hours will be recredited to the staff member's time sheet when a Banked Time day is utilised for leave.

- 7.10.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods. The issue of when Banked Time days are taken as leave should be agreed between the officers and the General Manager or delegate.

7.11. Accrued Work Time (AWT)

- 7.11.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officers Accrued Work Time (AWT).

- 7.11.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.

- 7.11.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.

- 7.11.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement

- period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.
- 7.11.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.
- 7.11.6 Total Accrued Work Time (AWT) is not to exceed 462 on a cumulative basis except in exceptional circumstances. Where an officer reaches a total of AWT of 450 cumulative hours the General Manager or delegate and officer are to develop an agreed strategy to ensure that the officer is able to adjust working hours or avail themselves of Flex leave that will ensure that the 462 hour limit is not exceeded.
- 7.11.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 7.10.2.
- 7.11.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the General Manager or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.
- 7.11.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 7.11.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the General manager or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the Office should be recognised.
- 7.11.11 Banked Time and Flex Leave shall be taken:
- (a) as soon as practicable following its accrual;
 - (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
 - (c) in multiples of a quarter day only.
- 7.12 Flexible Working Hours for Field Officers (BOSLOS)
- 7.12.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Award 2002 apply to Field Officers subject to variation of:
- Settlement Period
- Accumulation and Carry Over
- Flexi leave
- Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 7.12.2 to 7.16.
- 7.12.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in

relation to normal working and flexible working arrangements. The decision in these matters are subject to organisational convenience and an appropriate level of service being provided, having regard to:

- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
- (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
- (c) The total number of banked flex days at any one time must not exceed five days.
- (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.

7.13 Separation from the Agency

- 7.13.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the General Manager or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- 7.13.2 The General Manager or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.
- 7.13.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.
- 7.13.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.

7.14. Part Time Officers

- 7.14.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.

7.15. Disruption of Transport

- 7.15.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.
 - (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.
 - (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
 - (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the

transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.

7.16 Working at Home

7.16.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.

7.16.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.

7.17 Chief Education Officers

7.17.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the Office and the personal circumstances of individual Chief Education Officers.

8. Work Outside Ordinary Working Hours

8.1 Work Outside Ordinary Hours Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2

8.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.

8.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:

- (a) directed by the General Manager or delegate shall be 7.30 am to 6.00pm
- (b) undertaken at the officer's own initiative and with the approval of the General Manager or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
- (c) performed by Field Officers at the officers own initiative and approved by the General Manager or delegate shall be 7.30 am to 6.00 pm

8.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.

8.1.4 Officers involved in meetings with Board Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

8.2 Compensatory Leave

8.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual:

- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 8.2.2, 8.2.3 and 8.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for the purposes of the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Award 2002;
- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.

8.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.

8.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.

8.2.4 Subject to subclause 8.3 of this clause, leave accumulated above the limit in paragraph 8.2.2 of this subclause or not taken by the date in paragraph 8.2.3 of this subclause, will be forfeited, unless the Officer acts on a direction by the General Manager to take, at such time as is convenient to the working of the Office, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.

8.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.

8.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.

8.3 Calculation of and Payment in Lieu of Compensatory Leave

8.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the General Manager shall:

- (i) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 8.2.2 of subclause 8.2 of this clause; or
- (ii) subject to paragraphs 8.3.2 and 8.3.3 of this subclause, authorise payment in lieu of compensatory leave.

8.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:

- (i) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
- (ii) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (iii) for all excess hours worked on Sunday at the rate of double time;
- (iv) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
- (v) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.

Provided that

- (a) meal times shall not be included in the calculation of excess hours;
- (b) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the opinion of the General Manager, his/her absence has been caused by circumstances beyond his/her control; and
- (c) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
 - (i) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be calculated according to the method as set out in paragraph 8.3.3 of this subclause and at the appropriate rate prescribed herein;
 - (ii) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 8.3.3 and at the appropriate rate prescribed herein.

8.3.3

- (i) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
 - (a) periods of less than one-quarter of an hour;
 - (b) time spent travelling, as the provisions of the Crown Employees(Public Service Conditions of Employment) Award 2002 shall apply.
 - (c) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of sub-clause 8.3.3(i)(c).
- (ii)
 - (a) The formula for the calculation of payment for excess hours at ordinary rates shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$

- (b) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (iii) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (iv) In exceptional circumstances, the General Manager may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

8.3.4 Meal Allowances

- 8.3.4.1 An allowance for the meal shall be paid pursuant to the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Award 2002, provided the General Manager is satisfied that:
 - (a) the performance of the work concerned at the time at which it was performed was necessary;
 - (b) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (c) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.
- 8.3.4.2 An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to the Public Sector Employment and Management (General) Regulation 1996.
- 8.3.4.3 Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
- 8.3.4.4 Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00 pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

9. Consultation

- 9.1 A joint consultative committee with Federation/Office representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

10. Training and Development

- 10.1 The Office will consult with the Federation in reviewing the Office's training and developing activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:
 - (a) identifying the most successful training and development activities and improve them where necessary;

- (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 10.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The Office also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the Office.
- 10.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the Office, the Officer will be considered to be on duty and all compulsory fees will be met by the Office.
- 10.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the Office exercises its discretion to refund all or part of these fees. The provisions of clause 8, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

11. Performance Appraisal

- 11.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
- 11.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the Office's corporate objectives;
 - 11.1.2 provide work reports to Officers;
 - 11.1.3 assist Officers whose performance is causing concern.
- 11.2 The performance appraisal process will be centred on the following principles:
- 11.2.1 The work of the Office is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field
 - 11.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.
 - 11.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
 - 11.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
 - 11.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the Office's policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

12. Technology

- 12.1 The Office is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
- 12.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
 - 12.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
 - 12.1.3 New or upgrade technology will comply with the Office's Health and Safety obligations;
 - 12.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

13. Dispute Resolution Procedures for the Parties

- 13.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 13.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.
 - 13.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.
 - 13.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the matter with the General Manager's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.
 - 13.1.4 Where the procedures in paragraph 13.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the General Manager and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.
 - 13.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

14. Duties as Directed

- 14.1 The General Manager may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling.
- 14.2 The General Manager may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.
- 14.3 Any directions issued by the General Manager shall be consistent with the General Manager's responsibility to provide a safe and healthy working environment.

15. Personal\Carer's Leave

15.1 The entitlement to leave in accordance with this clause is subject to:

- (a) the Officer being responsible for the care and support of the person concerned;
and
- (b) the person concerned being:
 - (i) a spouse of the Officer; or
 - (ii) a de facto spouse being a person of the opposite sex to the Officer who lives with the Officer as her husband or his wife on a bona fide domestic basis although not legally married to that Officer; 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 Officer or of spouse or de facto spouse of the Officer; or
 - (iv) a same sex partner who lives with the Officer as the de facto partner of that Officer on a bona fide domestic basis; or a relative of the Officer who is a member of the same household, where for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other;
and

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

15.2 Use of Family and Community Service Leave to Care for a Family Member

15.2.1 The General Manager shall, in the case of emergencies or in personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.

15.2.2 Such cases may include but are not to be limited to the following:

- (i) compassionate grounds-such as the death or illness of a close member of the family on a member of the Officer's household;
- (ii) accommodation matters 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 or snow etc. threaten property and/or prevent an Officer from reporting for duty;
- (iv) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

15.2.3 Attendance at court by an Officer to answer a charge for a criminal offence if the General Manager considers the granting of family and community service leave to be appropriate in a particular case.

15.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

- 15.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.
- 15.2.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be the greater of the leave provided in subparagraphs (i) or (ii) of this paragraph:
- (i) two and a half of the Officer's working days in the first year of service and, on completion of the first year's service, five of the Officers working days in any period of two years; or
 - (ii) after the completion of two years continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the Officer.
 - (iii) If available family and community leave is exhausted as a result of natural disasters, the General Manager shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as defined in subclause (1) of this clause, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.
 - (iv) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause (3) of this clause, shall be granted when paid family and community service leave has been exhausted.
- 15.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause (1) of this clause, who needs the Officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.
- 15.3.1 An Officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- 15.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under paragraph (b) of this subclause, sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions, may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.
- 15.3.3 The General Manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c) of this subclause.
- 15.3.4 The Officers 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.
- 15.3.5 The Officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- 15.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- 15.3.7 The Officer shall, wherever practicable, give the General Manager notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.
- 15.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.
- 15.4 Compassionate Leave
- 15.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.
- 15.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.
- 15.4.3 If having elected to take time as leave in accordance with paragraph (a) of this subclause and the leave is not taken for whatever reason the provisions of clause 8, Work Outside Ordinary Working Hours shall apply.
- 15.4.4 When applying the provisions of the said clause 8 in accordance with paragraph (c) of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture provisions of paragraph 8.2.4 of subclause 8.2 of clause 8, or the payment in lieu provisions of subclause 8.3 of clause 8 will apply.
- 15.5 Use of Make-up Time
- 15.5.1 An Officer may elect, with the consent of the General Manager, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.
- 15.6 Use of Other Leave Entitlement
- 15.6.1 The General Manager may grant an Officer other leave entitlements for reasons related to family responsibilities, or community service by, the Officer. An Officer may elect, with the consent of the General Manager, to take:
- (a) recreation leave;
 - (b) extended leave; and
 - (c) leave without pay.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 16.2 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.

- 16.3 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.
- 16.4 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.
- 16.5 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.

17. Goods and Services Tax

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

18. No Further Claims

- 18.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further salaries or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award subject to the following:
- 18.1.1 The Federation may apply with respect to the matters prescribed in clause 19.1 Leave Reserved, to have those matters arbitrated by the Industrial Relations Commission.

19. Leave Reserved

The Federation may apply to the Industrial Relations Commission to vary the salaries of Chief Education Officers, Principal Education Officers, Senior Education Officers grade 2 and Senior Education Officers grade 1 to provide for additional increases consistent with the Federation's application filed 3 February 2004.

20. Area, Incidence and Duration

- 20.1 The department for which this award is made is the Office of the Board of Studies. The Award covers all persons appointed, seconded or temporarily employed by the Office in the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.
- 20.2 This award rescinds and replaces the Crown Employees (Office of the Board of Studies - Education Officers) Salaries and Conditions Award published on 16 July 2004 (345 I.G. 328).
- 20.3 The award shall take effect on and from 1 January 2004 with a nominal term until and including 31 December 2005.

PART B**MONETARY RATES****Table 1 Salaries****Chief Education Officer**

Level	On and from 1/1/03 \$	5.5% On and from 1/1/04 \$	3.0% On and from 1/7/04 \$	3.5% On and from 1/1/05 \$
Level 1	89,728	94,663	97,503	100,916
Level 2	92,641	97,736	100,668	104,191
Level 3	95,553	100,808	103,832	107,466
Level 4	97,510	102,873	105,959	109,668
Level 5	99,681	105,163	108,318	112,109

Principal Education Officer

	On and from 1/1/03 \$	5.5% On and from 1/1/04 \$	3.0% On and from 1/7/04 \$	3.5% On and from 1/1/05 \$
Single salary point	87,744	92,570	95,347	98,684

Senior Education Officer Grade 1

Grade	On and from 1/1/03 \$	5.5% On and from 1/1/04 \$	3.0% On and from 1/7/04 \$	3.5% On and from 1/1/05 \$
Level 1	67,442	71,151	73,286	75,851
Level 2	75,871	80,044	82,445	85,331

Senior Education Officer Grade 2

	On and from 1/1/03 \$	5.5% On and from 1/1/04 \$	3.0% On and from 1/7/04 \$	3.5% On and from 1/1/05 \$
Single Salary point	79,091	83,441	85,944	88,952

Education Officer AECG

Level	On and from 1/1/03 \$	5.5% On and from 1/1/04 \$	3.0% On and from 1/7/04 \$	3.5% On and from 1/1/05 \$
Level 1				
1st year of Service	50,638	53,423	55,026	56,952
Thereafter	52,236	55,109	56,762	58,749
Level 2				
1st year of Service	54,284	57,270	58,988	61,053
Thereafter	55,876	58,949	60,718	62,843
Level 3				
1st year of Service	57,549	60,714	62,535	64,724
Thereafter	59,273	62,533	64,409	66,663
Level 4				
1st year of Service	61,737	65,133	67,087	69,435
Thereafter	63,700	67,204	69,220	71,643

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time by the Public Employment Office pursuant to its powers under the *Public Sector Employment and Management Act 2002*.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1360)

SERIAL C3634**BRADFIELD COLLEGE (DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 455 of 2004)

Mr Deputy President Grayson

10 November 2004

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

Clause No. Subject Matter

1. Arrangement
2. Definitions
3. Introduction
4. Employment and Transfer
5. Qualification Requirements
6. Learning Co-ordinators
7. Remuneration
8. Teacher Quality
9. Training and Professional Development
10. College Year
11. Hours of Work
12. Leave
13. Permanent Part-time Employees
14. Casual Employees
15. Travelling Time and Travelling Expenses
16. Transferred Officers Compensation
17. Dispute Resolution Procedures
18. Occupational Health and Safety
19. Educational Initiatives
20. No Further Claims
21. Anti-Discrimination
22. Goods and Services Tax
23. Industrial Rights
24. Deduction of Union Membership Fees
25. Leave Reserved
26. Area, Incidence and Duration

PART B**SCHEDULES**

Schedule 1 - Annual Salaries

Schedule 2 - Hourly Rates for Part-time Casual Teachers and Co-ordinators

Schedule 3 - Allowance

2. Definitions

- 2.1 "Assistant Director" means a person appointed to a position designated as such.
- 2.2 "College calendar" means the schedule for teaching and associated activities supporting the curriculum offerings at Bradfield College.
- 2.3 "Casual employee" means a teacher employed at Bradfield College and paid on an hourly basis in accordance with the provisions of clause 14, Casual Employees.
- 2.4 "Director" means the Director of Bradfield College.
- 2.5 "Director-General" means the Director-General of Education and Training, Managing Director of TAFE NSW.
- 2.6 "Dispute" shall have the same meaning as that applied under the *Industrial Relations Act 1996*.
- 2.7 "Department" means the Department of Education and Training.
- 2.8 "Employee" means a full-time or part-time employee employed under a contract of no longer than three years to perform the work of a teacher, learning co-ordinator or assistant director.
- 2.9 "Employer" means the Director-General of Education and Training, Managing Director of TAFE NSW.
- 2.10 "Excess hours" means actual face-to-face teaching hours in excess of a normal teaching load.
- 2.11 "Experience" shall include credit for completed years of service as a qualified teacher, unqualified service, credit for non-teaching (where it is not defined as industry experience), and credit for child rearing as allowed for other teachers employed by the Department.
- 2.12 "Learning Co-ordinator" means a person appointed to a position responsible for the educational and administrative leadership of specified areas within the College.
- 2.13 "Managing Director" means the Managing Director of TAFE NSW.
- 2.14 "Normal program" means the duties allocated to permanent, part-time and casual employees, including teaching duties and duties incidental to teaching.
- 2.15 "Operating days" includes every day of the week except Sunday and public holidays.
- 2.16 "Parties" means the Director-General of Education and Training, Managing Director of TAFE NSW and the General Secretary of the New South Wales Teachers Federation.
- 2.17 "Part-time work" means employment offered under contract to other than casual employees for less than the ordinary working hours per week by a teacher on a continuing basis for set and regular hours. The rate of pay, all conditions and leave entitlements of a permanent part-time employee shall be on a pro rata basis.
- 2.18 "Period of engagement" means the period, up to three years, for which an employee is engaged to work at Bradfield College.
- 2.19 "Prior employee" refers to an employee of the Department, the former Department of School Education or TAFE recruited to work at Bradfield College.
- 2.20 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.21 "Teacher" means a person or officer employed permanently or temporarily in a full-time or part-time teaching position at Bradfield College to assist the Director in the work of the College.

- 2.22 "Teachers Federation" means the New South Wales Teachers Federation.
- 2.23 "Team leader" means a teacher selected by the Director to co-ordinate a team of teachers responsible for the educational instruction, student welfare and vocational needs of students.

3. Introduction

- 3.1 Bradfield College is a unique public educational institution. The salaries and working conditions of teachers at Bradfield College were defined by a specific Enterprise Agreement for the College in 1993. The salary, leave and working conditions of teachers at the College as detailed in this award are derived from that Agreement as modified by changes agreed to by the parties to meet the current needs of the College and its teachers.

4. Employment and Transfer

- 4.1 The filling of vacant positions will be by way of a selection process based on merit (including equal employment opportunity principles).
- 4.2 Nothing in this award shall operate to remove the right of the Managing Director/Director-General to transfer an employee of either TAFE or the Department, respectively, to another location.

5. Qualification Requirements

- 5.1 Staff employed as full-time or permanent part-time teachers at Bradfield College shall be required to fulfil the same requirements with respect to academic qualifications and industry experience as apply to staff teaching the same subjects or disciplines in the Department or TAFE as appropriate.

6. Learning Co-ordinators

- 6.1 Learning Co-ordinators are responsible for the educational and administrative leadership of specified areas within the College. Where appointed, and as a minimum, Learning Co-ordinators shall:
- 6.1.1 be required to supervise a major discipline area within the College; or
- 6.1.2 be responsible for curriculum development and student support directly linked to classroom practice across the College.
- 6.2 The creation and deletion of learning co-ordinator positions is at the discretion of the Director. During the term of this award the parties will develop an agreed process for the establishment and deletion of learning co-ordinator positions.

This process will include:

- 6.2.1 a review of the current and future projected curriculum;
- 6.2.2 a review of supervisory responsibilities, including the span of supervision; and
- 6.2.3 the length of time the position may be needed.

7. Remuneration

- 7.1 The annual salary for teachers, learning co-ordinators and assistant directors shall be as set out in Schedule 1 - Annual Salaries, of Part B, Schedules.
- 7.2 A teacher appointed as team leader shall be paid an allowance as set out in Schedule 3 - Allowance of Part B, Schedules.

7.3 Determination of Starting Salary -

7.3.1 All teachers appointed to Bradfield College shall commence at the rate prescribed for Level A in Schedule 1 unless they possess additional qualifications and experience that justifies their appointment at a higher level.

7.3.2 The determination of starting salary shall be made by the Director having regard to the provisions of paragraph 7.3.3 of this award.

7.3.3 In relation to the appointment of teachers to levels, and subject to clause 4, Employment and Transfer of this award, the following shall apply:

Level A: Applicants with minimum qualifications and minimum experience.

Level B: Applicants with minimum qualifications and no less than 1 year of experience above the minimum requirement.

Level C: Applicants with minimum qualifications and no less than 2 years of experience above the minimum requirement.

Level D: Applicants with minimum qualifications and no less than 3 years of experience above the minimum requirement.

Level E: Applicants with minimum qualifications and no less than 4 years of experience above the minimum requirement.

Level F: Applicants with minimum qualifications and no less than 5 years of experience above the minimum requirement,

provided that, in exceptional circumstances, salary levels different to the above can be approved by the Director, Northern Sydney Institute.

7.4 Movement Between Salary Levels -

7.4.1 A teacher at Bradfield College shall be entitled to progress or be maintained on the teacher salary scale or the salary level for a learning co-ordinator or assistant director position after each 12 months of service subject to the teacher demonstrating by means of annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. These shall be determined as provided for in Clause 8, Teacher Quality of this award.

7.4.2 Periods of full-time leave without pay greater than five days shall not be counted as service for the purposes of this clause.

7.5 Arrangements for staff to act in higher positions and to receive higher duties allowances shall be in accordance with provisions applicable to teaching staff in the Education Teaching Service.

7.6 Teachers at Bradfield College may participate in the Department's salary packaging scheme. Under the Department's salary packaging scheme, officers may choose to take the salary component of their total remuneration package as cash salary, or select a combination of cash salary and benefits to suit their individual needs.

8. Teacher Quality

8.1 To provide feedback on a teacher's performance, the Director of Bradfield College or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal will be implemented from the beginning of the College Year 2001 as follows:

8.1.1 The Director, Bradfield College or nominee shall be responsible for annually reviewing the performance and development of teachers undertaking their work.

- 8.1.2 The TAFE teachers "Annual Review Policy" shall apply to all teachers, except casual teachers.
- 8.1.3 The annual review for TAFE teachers shall be reported by way of a new teacher assessment review form.
- 8.1.4 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

9. Training and Professional Development

- 9.1 The parties confirm their commitment to training and development for Bradfield College employees. The employees recognise their obligation to maintain and update skills.
- 9.2 The Director, following agreement with the employees, shall develop a training plan for the College which shall take into account the individual training needs of teachers as identified by the annual review as provided for by subclause 7.4.1 of this award. The training plan will be reviewed annually by the Director in consultation with the employees.
- 9.3 Three days each year during the standard term time for public schools and TAFE Institutes shall be scheduled by the Director for the purpose of meeting system needs and those peculiar to the College.
- 9.4 The professional development scheme developed and implemented at Bradfield College will continue to operate. Individual performance shall be reviewed in accordance with that scheme on an annual basis. Individual training needs will be assessed and discussed in accordance with that scheme.

10. College Year

- 10.1 Bradfield College will operate for a period of 50 weeks in a calendar year, during which the College may be open and utilised to conduct educational programs, and have a two-week close-down period surrounding Christmas and the New Year. The dates of the close-down period will be determined annually by the Director.
- 10.2 Employees covered by this award shall not be required to be in attendance during the close-down period.

11. Hours of Work

- 11.1 The parties agree to a flexible and adaptive approach in relation to working hours and working arrangements for Bradfield College. These arrangements are based on the averaging of weekly face-to-face teaching hours for:

Teachers	- 20 hours;
Team leaders	- 20 hours;
Learning Co-ordinators	- 14 hours;
Assistant Directors	- a minimum of 4 and a maximum of 8 hours,

over a period of up to 12 weeks. By agreement with the Director, employees may also enter into an arrangement whereby a program, including excess teaching hours, may be worked and accumulated in accordance with the provisions of subclause 11.6 hereof.

- 11.2 An employee's program of teaching shall be agreed prior to the commencement of each term between the employee and the Director and recorded by the teacher on the appropriate "EC" form, or other form(s) as may be required for payroll purposes.
- 11.3 The daily span of working hours in the College for employees under this award is between 7.30 a.m. and 10.00 p.m. on Monday to Friday inclusive and from 7.30 a.m. to 6.00 p.m. on Saturday, provided that an employee cannot be required to work in excess of eight hours on any one day without the agreement of that employee.

- 11.4 Employees may be required to work on any five days from Monday to Saturday inclusive as part of their normal program, provided that by agreement of the Director, weekly attendance requirements may be met in four days per week. Should an employee be required to work on a Saturday, the Director may, if requested, provide in the employee's program for two consecutive duty free days a week.
- 11.5 Employees shall attend for work 420 hours over a 12-week work cycle of 72 operating days, provided that:
- 11.5.1 no employee will be required to be in attendance for more than 60 operating days;
 - 11.5.2 an employee may, with the agreement of the Director, attend at the College for less than 420 hours in a 12-week cycle but, in any case, shall attend at the College for no less than 360 hours over a 12-week cycle;
 - 11.5.3 no teacher (including any teacher designated as a team leader) shall be required to teach more than 24 hours face-to-face in any one week;
 - 11.5.4 no learning co-ordinator shall be required to teach more than 18 hours face-to-face each week;
 - 11.5.5 no assistant director shall be required to teach more than 8 hours face-to-face each week.
- 11.6 By agreement between the employee and the Director prior to the commencement of the term, a program may be entered into which includes teaching hours in excess of a normal load. Such hours may be accumulated to a maximum of 35 hours and then taken as time in lieu, provided that:
- 11.6.1 All time in lieu shall be taken on an hour-for-hour basis during a non-teaching session.
 - 11.6.2 Where an employee is unable to take the time in lieu before the end of the 12 week accumulation period or the end of the vacation period immediately following the term during which the hours were accumulated (whichever is the sooner), then such teaching hours as are accumulated shall be paid for at the part-time casual teaching rate as set out in Schedule 2 - Hourly Rates for Part-time Casual Teachers and Co-ordinators of Part B, Schedules.
 - 11.6.3 Where, with the agreement of the Director, incidental time associated with programmed excess teaching hours has been worked at the College and recorded by the teacher on the appropriate "EC" form, it may be counted towards time in lieu arrangements.
 - 11.6.4 No employee shall be required to work beyond the limitations set out in subclause 11.5 hereof.
- 11.7 Emergency excess teaching hours occur when there is an unplanned absence of a teacher and another teacher agrees to take a class with less than 24 hours notice. In such circumstances, emergency excess teaching hours shall be paid for at the part-time casual teaching rate.
- 11.8 Where staff of Bradfield College are directed to work on approved Bradfield College activities which require their attendance on Sundays or public holidays, they shall be eligible for compensatory leave.
- Compensatory leave will be granted on the basis of one day for each public holiday or Sunday the teacher is directed to be in attendance at the activity.
- Compensatory leave is to be taken as time in lieu within a reasonable time after the activity and at a time negotiated with the Director, and may be taken in conjunction with annual leave to credit.

- 11.9 Employees may not be directed to undertake face-to-face duties for more than 14 consecutive weeks without taking a break of at least one week, or may not elect to undertake such duties for more than 18 consecutive weeks without taking a break of at least one week from face-to-face teaching duties. During the break employees may, for example:
- 11.9.1 take recreation leave or other leave to credit;
 - 11.9.2 undertake professional development;
 - 11.9.3 undertake duties incidental to teaching;
 - 11.9.4 undertake administrative duties; or
 - 11.9.5 undertake other duties as assigned by the Director.
- 11.10 The Director (in consultation with the employees) may vary the combination of working hours to suit the needs of Bradfield College or the employees.

12. Leave

- 12.1 Annual Leave - Subject to the provisions of the *Annual Holidays Act 1944*, staff of the College shall be entitled to annual leave as follows:
- 12.1.1 Twenty working days annual leave per annum (which accrues at the rate of one and two-thirds working days per month), subject to each employee accruing not more than 30 working days annual leave.
 - 12.1.2 Annual leave will be taken at a time and for a period agreed between the employee and the Director.
- 12.2 Extended Leave - Prior employees shall retain their extended leave, as appropriate, to credit as at the date of their appointment to Bradfield College.
- Extended leave shall be granted to staff in accordance with the following:
- 12.2.1 for employees of the Department, the *Teaching Services Act 1980*;
 - 12.2.2 for all other employees, the *Technical and Further Education Commission Act 1990*.
- 12.3 Sick Leave -
- 12.3.1 Employees other than casual employees are entitled to sick leave at the rate of 15 working days paid sick leave per year, i.e., 1 January to 31 December. The full annual entitlement is available from 1 January each year. Sick leave will not accrue on a monthly basis. The unused component of the annual entitlement is fully cumulative.
 - 12.3.2 Prior employees who had an entitlement to cumulative sick leave on employment to Bradfield College shall retain such entitlement for use when required.
- 12.4 Family and Community Service Leave -
- 12.4.1 The Director may grant paid family and community service leave for the following purposes:
 - (i) for reasons related to the family responsibilities of the employee; or
 - (ii) for reasons related to the performance of community service by the employee; or
 - (iii) for reasons of pressing necessity.

12.4.2 Quantum - The amount of family and community service leave available to a member of the staff of the College shall be:

- (i) during the first 12 months of service - three working days;
- (ii) after completion of 12 months service - six working days in any two year period; and
- (iii) after completion of two years service - nine working days in any three year period.

Where family and community service leave is exhausted, sick leave in accordance with subclause 12.5.1 may be used.

Where family and community service leave has been exhausted, additional such leave up to two days may be granted on a discrete "per occasion" basis on the death of a family member (as defined in subclause 12.5.2).

12.5 Personal Carer's Leave -

12.5.1 A member of staff may use the available sick leave from the current year, plus any accumulated sick leave from the previous three years to provide care and support for family members when they are ill. Such illness shall be supported, if required, by a medical certificate or a statutory declaration that the illness is such as to require the care of another person for a specific period. The choice of medical certificate or statutory declaration is the staff member's. Neither the medical certificate or statutory declaration is required to reveal the exact nature of the illness. Wherever practicable, prior notice of the intention to take leave should be given by a staff member.

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

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:

a spouse of the employee; or

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

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

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

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

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"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.

A staff member shall, wherever practicable, give the College Director 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 member, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the staff member to give prior notice of absence, the staff member shall notify the College Director of such absence at the first opportunity on the day of absence.

12.5.3 Use of Other Leave - To care for an ill family member, a staff member may also use annual leave, extended leave or leave without pay with the consent of the Director.

12.5.4 Use of Time in Lieu - To care for an ill family member, a staff member may also, with the supervisor's consent, take time off in lieu as agreed on an hour-for-hour basis.

12.5.5 Use of Make-up Time - To care for an ill family member, a staff member may, with the supervisor's consent, elect to work "make-up time". This means the staff member takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours, at the ordinary rate of pay.

12.6 Other Leave - Employees, other than casual employees, shall be entitled to the following forms of leave in accordance with the policies published in the TAFE Commission Gazette, as amended from time to time:

Leave Type	TAFE Commission Gazette
Trade union activities	No. 4 of 1993
Special leave	No. 4 of 1993
Maternity leave	No. 43 of 1994
Military leave	No. 26 of 1992
Adoption leave	No. 43 of 1994
Leave without pay	No. 45 of 1994
Parental leave	No. 43 of 1994
Study leave	Nos. 31 and 36 of 1991, No. 49 of 1992

13. Permanent Part-Time Employees

13.1 Where teachers are employed on a permanent part-time basis they shall be entitled to all conditions of a full-time employee on a pro rata basis as determined by the proportion of the full-time hours that they are required for duty.

14. Casual Employees

14.1 Payment of casual employees will be in accordance with the provisions contained in the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 2004 provided that payment will be made for approved hours of attendance. Relevant rates are extracted and contained in Schedule 2 of Part B, Schedules of this award.

14.2 Department-approved casual teachers employed by the Department who undertake casual teaching at Bradfield College will have this service recognised and accredited by the Department as service with the Department, on the basis that each six hours of paid attendance shall be equivalent to one day's attendance at a school.

15. Travelling Time and Travelling Expenses

- 15.1 The provisions of Schedule 12 Excess Travel and Compensation for Travel on Official Business TAFE Teachers of the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 2004 shall apply, except that the payment for travelling time and waiting time will be calculated using the following formula:

$$\text{Annual Salary} \quad \times \quad \frac{7}{365} \quad \times \quad \frac{1}{35} \quad = \quad \text{Hourly Rate}$$

16. Transferred Officers Compensation

- 16.1 Prior employees shall be entitled to the benefits of Determination 1 of 2001 Transferred Officers Compensation, pursuant to section 25 of the *Teaching Services Act* 1980 and Determination 4 of 2001 Transferred Officers Compensation, pursuant to section 16(1) of the *Technical and Further Education Commission Act* 1990 (or successor provision) when they, at the conclusion of their service at Bradfield College (provided that they have served a minimum of three years at the College), return to a position with the appropriate employer, provided that the employee's term of engagement has been completed and the employee is not the subject of any disciplinary action.
- 16.2 Prior employees of the Department, or the previous Department of School Education, or TAFE who accept a promotion with their previous employer shall satisfy the requirements of a transferred officer under the Determination.

17. Dispute Resolution Procedures

- 17.1 Subject to the provisions of the *Industrial Relations Act* 1996:
- 17.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, the staff member and/or Teachers Federation workplace representative shall raise the matter with the Director/Assistant Director as soon as practicable.
- 17.1.2 The Director/Assistant Director will discuss the matter with the staff member and/or Teachers Federation representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 17.1.3 Should the procedures in 17.1.2 be unsuccessful in producing resolution of the dispute, question or difficulty, then the staff member and/or the Teachers Federation representative may raise the matter with an appropriate officer at institute level with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time for proceeding.
- 17.1.4 Where the procedures in 17.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the General Manager of Industrial Relations and Employment Services of the Department and the General Secretary of the Teachers Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 17.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

18. Occupational Health and Safety

- 18.1 The parties acknowledge their obligations to create, maintain and promote a safe working environment in accordance with their obligations under the *Occupational Health and Safety Act* 2000 and other relevant occupational health and safety legislation.

- 18.2 Management of the College have an obligation to ensure that appropriate prevention and management systems are in place to effectively manage health and safety issues, including the provision of protective clothing and equipment, risk assessment, risk management and the provision of relevant training.
- 18.3 All staff are required to co-operate with management in the maintenance of a safe and healthy work environment. Where staff have undertaken relevant training, they shall apply their training in the workplace.

19. Educational Initiatives

- 19.1 The parties agree that, during the term of this award, they will work co-operatively to develop and implement agreed strategies aimed at improving the productivity of the College.
- 19.2 It is agreed that areas for development and implementation by the parties shall include, but shall not be limited to:
- 19.2.1 improving the technological literacy of employees of the College, including the best use of information systems and other related technology to facilitate delivery of educational services;
- 19.2.2 educational initiatives which generate commercial revenue will not reduce the resources directed towards improving student learning outcomes;
- 19.2.3 initiatives related to alternative modes of delivery.

20. No Further Claims

- 20.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award subject to the following:
- 20.1.1 The Federation may apply with respect to the matters prescribed in clause 25 Leave Reserved to have those matters arbitrated by the Industrial Relations Commission.

21. Anti-Discrimination

- 21.1 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.
- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 17, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 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.
- 21.4 Nothing in this clause is to be taken to affect:
- 21.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 21.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 21.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977; and

- 21.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 21.5 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.

22. Goods and Services Tax

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

23. Industrial Rights

- 23.1 An accredited Teachers Federation representative at the College shall, upon notification thereof to the Director, be recognised as an accredited Teachers Federation representative.
- 23.2 An accredited Teachers Federation representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees.
- 23.3 An accredited Teachers Federation representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Teachers Federation official.

24. Deduction of Union Membership Fees

- 24.1 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.
- 24.2 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.
- 24.3 Subject to 24.1 and 24.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 24.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 24.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 24.6 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.

25. Leave Reserved

- 25.1 The Federation may apply to the Industrial Relations Commission to vary the salaries of the assistant director and learning coordinators to provide for additional increases consistent with the Federation's application filed 3 February 2004.

26. Area, Incidence and Duration

- 26.1 This award applies to employees appointed to Bradfield College.

26.2 This award rescinds and replaces the Bradfield College (Department of Education and Training) Salaries and Conditions Award published 14 September 2001 (327 I.G. 886) and all variations thereof.

26.3 This award shall take effect on and from 1 January 2004 and shall remain in force thereafter until 31 December 2005.

PART B

SCHEDULES

Schedule 1 - Annual Salaries

Classification	Salary from 1.1.2003 \$	Salary from the first pay period to commence on or after 1.1.2004 5.5% \$	Salary from the first pay period to commence on or after 1.7.2004 3% \$	Salary from the first pay period to commence on or after 1.1.2005 3.5% \$
Teacher Level A	48,149	50,797	52,321	54,152
Teacher Level B	51,581	54,418	56,051	58,013
Teacher Level C	54,727	57,737	59,469	61,550
Teacher Level D	56,873	60,001	61,801	63,964
Teacher Level E	61,164	64,528	66,464	68,790
Teacher Level F	65,166	68,750	70,813	73,291
Learning Coordinator	71,864	75,817	78,092	80,825
Assistant Director	79,051	83,399	85,901	88,908

Schedule 2 - Hourly Rates for Part-time Casual Teachers and Co-ordinators

	Hourly rate as from 1.1.03*	Hourly rate as from the first pay period to commence on or after 1.1.04 5.5% \$	Hourly rate as from the first pay period to commence on or after 1.7.04 3% \$	Hourly rate as from the first pay period to commence on or after 1.1.05 3.5% \$
Teaching Duties	50.52	53.58	55.18	57.11
Co-ordination/ Consultancy Duties	47.49	50.36	51.87	53.69
Duties Other Than Teaching (DOTT)	39.89	42.30	43.56	45.09

* The hourly rates from 1.1.03 in the Bradfield College (Department of Education and Training) Salaries and Conditions Award published 14 September 2001 (327 I.G. 886) were not in accordance with clause 14.1 of the award. The rates have been corrected in this award.

Schedule 3 - Allowance

	Rate 1.1.03 \$	Rate as from the first pay period to commence on or after 1.1.04 5.5% \$	Rate as from the first pay period to commence on or after 1.7.04 3% \$	Rate as from the first pay period to commence on or after 1.1.05 3.5% \$
Team Leader Allowance	2,924	3,085	3,178	3,289

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SATURDAY SCHOOL OF COMMUNITY LANGUAGES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, an industrial organisation of employees.

(No. IRC 459 of 2004)

Mr Deputy President Grayson

10 November 2004

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

- | | |
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| 4. | Recruitment and Appointment |
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PART B

MONETARY RATES

Table 1 - Remuneration

2. Definitions

- 2.1 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.2 "Centre" means a location at which language teaching and learning is conducted by the Saturday School of Community Languages.
- 2.3 "Conditionally Approved Saturday School Community Language Teacher" means an employee who is responsible as part of a team for the educational instruction of students in a Centre of the Saturday School of Community Languages whose approval to teach is conditional upon completion of the Saturday School Language Intensive Methodology Course or equivalent educational requirements as determined by the Director-General.

- 2.4 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Saturday School of Community Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.5 "Department" means the Department of Education and Training.
- 2.6 "Director of Curriculum Support" means the officer appointed by the Director-General to be responsible for the operation of the Curriculum Directorate of the Department.
- 2.7 "Director-General" means the Director-General of Education and Training.
- 2.8 "Employee" means a Saturday School Community Language Teacher, Conditionally Approved Saturday School Community Language Teacher, Curriculum Co-ordinator, Assistant Supervisor or Supervisor engaged at the Saturday School of Community Languages.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.11 "Minister" means the Minister for Education and Training.
- 2.12 "Parties" means the Department and the Federation.
- 2.13 "Principal, Saturday School of Community Languages" means the officer appointed by the Director-General to be responsible for the operation of the Saturday School of Community Languages.
- 2.14 "Saturday School Community Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.15 "Saturday School of Community Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.16 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Saturday School of Community Languages.

3. Employment Jurisdiction

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

4. Recruitment and Appointment

- 4.1 Employees covered by this award are engaged to teach in the Department's Saturday School of Community Languages.
- 4.2 Employees shall be appointed for specific periods as follows:
- 4.2.1 Supervisors, Assistant Supervisors, Curriculum Co-ordinators are appointed for a period of up to three school years subject to the provisions of subclause 4.3 of this clause; and
- 4.2.2 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers are appointed for one school year subject to the provisions of subclause 4.3 of this clause.

- 4.3 Offers of appointment and continuing employment during periods of appointment shall be conditional on:
- 4.3.1 the Saturday School of Community Languages' ongoing need for the service provided; and
- 4.3.2 satisfactory performance of duties.
- 4.4 For employees who are employed in one engagement for one day per week for two terms or more, satisfactory performance of duties shall be appraised by annual review which may, where appropriate, and in paid time, be supported by:
- (i) conferences between the employee and principal or nominee;
- (ii) observations of educational programs;
- (iii) review of documentation such as lesson planning, lesson materials and student work, plans, evaluations and reports.
- 4.5 In implementing the annual review the following shall be taken into account:
- (i) the level of experience of the employee (so that less experienced employees are given greater attention); and
- (ii) the particular circumstances of the centre.
- 4.6 The annual review shall be supported by way of a new teacher assessment and review schedule which will be negotiated by the parties.
- 4.7 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclauses 4.8, 4.9 and 4.10 of this clause.
- 4.8 Persons appointed as Saturday School Community Language Teachers, Conditionally Approved Saturday School Community Language Teachers, Curriculum Co-ordinators, Assistant Supervisors and Supervisors are required to possess appropriate qualifications or experience as determined by the Director-General following consultation with the Teachers Federation.
- 4.9 Saturday School Community Language Teachers are required to possess either a teaching qualification or a language teaching methodology qualification (eg the Saturday School Language Intensive Methodology Course).
- 4.10 Conditionally Approved Saturday School Community Language Teachers are required to complete an appropriate languages methodology course as determined by the Director-General following consultation with the Teachers Federation, during their period of employment. Payment for participation in the course shall be in accordance with subclause 9.4 of clause 9, Training and Development.

5. Allocation to Centres and Classes

- 5.1 Allocation of employees to Centres and classes shall be the responsibility of the Principal, Saturday School of Community Languages. The Principal shall consider the following matters in the allocation to Centres and classes:

Continuity of educational programs;

Distance travelled from home to centre;
Curriculum needs of the centre.

6. Duties as Directed

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

7. Remuneration

- 7.1 The rates of pay for employees are as set out in Table 1 - Remuneration, of Part B, Monetary Rates.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Saturday School of Community Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1 of Part B, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Saturday School of Community Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for these classifications of teachers shall be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week
- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For a Saturday School Community Language Teacher or Conditionally Approved Saturday School Community Language Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Saturday School of Community Languages. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.

- 7.8 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers approved paid hours as prescribed in subclause 7.6 include 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.

8. Travel Expenses

- 8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses shall be paid in accordance with the provisions applying to other Departmental teachers.
- 8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

9. Training and Development

- 9.1 The Department confirms its commitment to training and development for employees and shall provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Saturday School of Community Languages. The Department has an expectation that employees shall attend appropriate staff development and curriculum co-ordination activities. The appropriateness of the activities shall be determined by the Principal, Saturday School of Community Languages in consultation with Supervisors.
- 9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Saturday School of Community Languages.
- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 Conditionally Approved Saturday School Community Language Teachers shall have the opportunity to undertake an appropriate language methodology course as determined by the Director-General following consultation with the Teachers Federation. Any time spent on workshop components of such a course up to a maximum of fifty-five hours shall be paid. Time spent on any workshop components of an appropriate language methodology course as determined by the Director-General shall be paid at the hourly rate prescribed for Conditionally Approved Saturday School Community Language Teachers as set out in Table 1 - Remuneration of Part B, Monetary Rates. Such payment shall be made for each workshop attended. Payment shall be made at the conclusion of the course.

10. Recognition of Service

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

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1997*;
 - 11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. Dispute Resolution Procedures

- 12.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:
- 12.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.
 - 12.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - 12.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
 - 12.1.4 Where the above procedures in subparagraph 12.1.3 do not lead to a resolution of the dispute, the matter shall be referred to the General Manager, Industrial Relations and Employment Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 12.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

13. No Further Claims

13.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award subject to the following:

13.1.1 The Federation may apply with respect to the matters prescribed in clause 16 Leave Reserved to have those matters arbitrated by the Industrial Relations Commission.

14. Goods and Services Tax

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

15. Deduction of Union Membership Fees

15.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

15.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

15.3 Subject 15.1 and 15.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

15.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

15.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

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

16. Leave Reserved

16.1 The Federation may apply to the Industrial Relations Commission to vary the rates of pay of the supervisor, assistant supervisor and curriculum coordinator to provide for additional increases consistent with the Federation's application filed 3 February 2004.

17. Area, Incidence and Duration

17.1 This award covers the following categories of staff employed at the Saturday School of Community Languages:

Supervisors;

Assistant Supervisors;

Curriculum Co-ordinators;

Saturday School Community Language Teachers; and

Conditionally Approved Saturday School Community Language Teachers.

- 17.2 This award rescinds and replaces the Crown Employees (Saturday School of Community Languages) Award published 7 September 2001 (327 I.G. 695) and all variations thereof.
- 17.3 This award shall take effect on and from 1 January 2004 and shall remain in force until 31 December 2005.

PART B

MONETARY RATES

Table 1 - Remuneration

Classification	Saturday Sessional rate on and from 1.1.2003	Saturday Sessional rate from the first pay period to commence on or after 1.1.2004 5.5%	Saturday Sessional rate from the first pay period to commence on or after 1.7.2004 3%	Saturday Sessional rate from the first pay period to commence on or after 1.1.2005 3.5%
	\$	\$	\$	\$
Supervisor	441.54	465.82	479.79	496.58
Assistant Supervisor	349.87	369.11	380.18	393.49
Curriculum Co-ordinator	349.87	369.11	380.18	393.49

Classification	Hourly rate on and from 1.1.2003	Hourly rate from the first pay period to commence on or after 1.1.2004 5.5%	Hourly rate from the first pay period to commence on or after 1.7.2004 3%	Hourly rate from the first pay period to commence on or after 1.1.2005 3.5%
	\$	\$	\$	\$
Supervisor	73.59	77.64	79.97	82.77
Assistant Supervisor	58.31	61.53	63.37	65.59
Curriculum Co-ordinator	58.32	61.53	63.37	65.59
Teacher	49.36	52.07	53.63	55.51
Conditionally Approved Teacher	45.91	48.44	49.89	51.64

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1326)

SERIAL C3880

NEW SOUTH WALES LOTTERIES CORPORATION (SALARIES, ALLOWANCES AND CONDITIONS OF EMPLOYMENT) 2004 AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Lotteries Corporation.

(No. IRC 3230 of 2005)

Before Commissioner Cambridge

5 July 2005

AWARD

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2. Definitions - General

"Act" means - the *State Owned Corporations Act* 1989.

"The Corporation" means - the New South Wales Lotteries Corporation which was established as a Statutory State Owned Corporation under the Act by the *New South Wales Lotteries Corporatisation Act* 1996.

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

"Crown Employees Award" means - the Crown Employees (Public Sector - Salaries 2004) Award made 16 February 2005 by the NSW Industrial Relations Commission.

"Memorandum of Understanding" means - the document agreed on between NSW Lotteries Corporation and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"2002 Award" means - the New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment 2002) Award.

"Chief Executive Officer" means - the Chief Executive Officer of NSW Lotteries Corporation as defined by the Act.

"Divisional Director" means - the head of a function (ie division) within the Corporation.

"Branch Head" means - the employee who has managerial responsibility for a key activity or activities within the Corporation.

"Employee" means - an employee of New South Wales Lotteries Corporation excluding Casual Employee and Executive or Specialist staff employed under an individual contract of employment.

"Casual Employee" is a person employed on an irregular, intermittent and hourly basis whose only applicable award conditions are prescribed at subclause 9.5.

"Call Back" means - those occasions where an employee is directed to return to work outside of ordinary hours or outside the bandwidth where a flexible working hours scheme is involved.

"Flexible Working Hours" means - a system of attendance whereby individual employees select their starting and finishing times, subject to the convenience of the Corporation, its business needs and work demands.

"Human Resources Manual" means - the NSW Lotteries' Human Resources Manual.

"Minimum Daily Contract Hours" means - the standard full-time contract hours for a day or a shift which are:

7 Hours for employees under Clause 10, Flexible Working Hours;

7 Hours for employees working under Clause 12, Shift work; or

10 Hours for employees working under Clause 13, 12-hour Shift Work conditions.

"Ordinary Hours of Work" shall be 35 hours per week, or an average of 140 hours in a four week period.

"Ordinary Rate of Pay" means - the base rate of pay for Ordinary Hours of work, excluding overtime, shift allowances, weekend penalties and all other allowances not regarded as salary.

"Overtime" means - all time worked at the direction of the Corporation, whether before or after the ordinary daily hours of work, which from its character or from special circumstances, cannot be performed during the employee's ordinary daily hours of work. Where a flexible working hours scheme is in operation, overtime shall not be worked before 6pm. In the case of shift workers, overtime is worked outside the rostered "ordinary hours of work".

"Public Holiday" means - the days prescribed at Clause 14.2 of this Award.

"7-Day shift workers" means - employees whose shift arrangements involve work over the full seven-day week, 365 days per annum.

3. Intentions

3.1 The parties to this award have agreed to the creation of this New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment 2004) Award, to commence on or after the first full pay period after 1 July 2004 until 30 June 2007. This Award rescinds and replaces:

New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment) 2002 Award, published 11 April 2003 (339 I.G. 111), which award's term expired on 30 June 2004

3.2 The employees of the Corporation covered by this Award will receive salaries and salary increases not less than those received by the employees covered by the Crown Employees Award.

3.3 Should the Industrial Relations Commission of NSW increase the salary rates for the employees covered by the Crown Employees Award or an award replacing that award, then the Corporation will pay the higher amount in lieu of salary rates in this award. Such higher salary rates shall be paid from the date awarded by the Industrial Relations Commission of New South Wales.

The parties intend that any such salary will be reflected in this award either by variation to it or by the making of a new award.

3.4 Should the Industrial Relations Commission of New South Wales increase salary rates for the employees covered by the Crown Employees Award, or an award replacing that award, to an amount below that payable to employees of the Corporation, then the Corporation will continue to pay the higher salary rate provided by this Award or an award replacing that Award.

3.5 The parties intend that the enhanced conditions of employment as agreed for the Crown Employees (Public Service Conditions of Employment) Award 2002, and outlined below, will be reflected in this award either by variation to it or by the making of a new award.

The introduction of paid parental leave of 1 week at full pay or 2 weeks at half pay;

An increase in paid maternity and adoption leave to 14 weeks at full pay or 28 weeks at half pay;

Access to pro-rata extended leave after 7 years service;

Allowing employees to take a period of extended leave at double pay; i.e. an employee may use their entitlement to 2 months extended leave by taking 1 months leave and receiving 2 months pay for that one period; and

Public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employees leave entitlement.

These additional benefits will become available to employees who have an entitlement to commence the relevant form of leave on or after 1 January 2005.

4. Salaries

1. The salaries payable are prescribed in Schedule 1 Salaries, in Part B, of this Award.
2. The salaries prescribed in the said Schedule reflect the increase specified below:

Date of Salary Variation - The First Full Pay Period to Commence on or After	Percentage Increase in Rate of Salary
1 July 2004	4%
1 July 2005	4%
1 July 2006	4%

3. The salaries increases referred to in subclause 4.2, insofar as they apply from the first full pay period on or after 1 July 2004, shall only be paid to those employees who are employed as at 1 January 2005.
4. A Memorandum of Understanding between the parties has been agreed to provide for a 4% increase in salaries from the first full pay period on or after 1 July 2007. This increase shall only be paid to those employees who are employed at the date of the making of the New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment 2007) Award.
5. Job evaluation

The salaries prescribed in the said Schedule 1 Salaries, will be based on evaluations conducted in accordance with an agreed job evaluation methodology.

6. Increments

(a) Payment

- (i) The payment of an increment under this Award shall be made only with the prior approval of the Chief Executive Officer or delegate.
- (ii) The payment of an increment to an employee is subject to satisfactory conduct and satisfactory performance of duties.
- (iii) Where a salary scale prescribes an increment according to age, that increment shall be paid on the due date.

(b) Deferral

- (i) The payment of an increment may be deferred from time-to-time, but may not be deferred for more than twelve months at any one time.
- (ii) An employee must be promptly notified in writing by the Chief Executive Officer or delegate, of any decision to defer payment of an increment.

5. Salary Sacrifice and Packaging Arrangements

1. Salary Sacrifice for Superannuation

- (a) Notwithstanding the salaries prescribed by Clause 4 Salaries, and Schedule 1- Salaries of Part B, of this Award, an employee may elect, subject to the agreement of the Corporation to sacrifice a portion of the salary payable under the said Schedule 1 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, together with any salary packaging arrangements under subclause 5.2, must not exceed fifty (50) percent of the salary payable under

the said Schedule 1 - Salaries, or fifty (50) 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.

- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (ii) 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 or Act which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said Clause 4 and Schedule 1, in the absence of any salary sacrifice to superannuation made under this Award.
- (c) The employee may elect to have the portion of payable salary, 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 Corporation's agreement paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (d) Where an employee elects to salary sacrifice in terms of subclause (c) above, the Corporation will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the employee is a member of a superannuation scheme established under:
 - (i) *the Superannuation Act 1916*;
 - (ii) *the State Authorities Superannuation Act 1987*;
 - (iii) *the State Authorities Non-contributory Superannuation Act 1987*; or
 - (iv) *the First State Superannuation Act 1992*.

the Corporation must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (f) Where, prior to electing to sacrifice a portion of their salary to superannuation, an employee had entered into an agreement with the Corporation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, the Corporation will continue to base contributions to that fund on the salary payable under the said Clause 4 and Schedule 1, 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 Corporation may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

2. Salary Packaging Arrangements

- (a) By mutual agreement with the Corporation, an employee may, from time to time, elect to receive:
 - (i) A benefit or benefits selected from those approved from time to time by the Corporation; and
 - (ii) A salary equal to the difference between the salary prescribed for the employee by Schedule 1 - Salaries of this Award, and the amount specified by the Corporation for the benefit provided to or in respect of the employee in accordance with such agreement.
- (b) NSW Lotteries will provide salary packaging arrangements to employees through an external provider (hereafter referred to as the Contractor) who has been approved by the State Contracts Control Board.
- (c) The agreement shall be recorded in writing and shall be known as a Salary Packaging Agreement.
- (d) A Salary Packaging Agreement shall be for a period of up to twenty-four months, unless a different period is mutually agreed between the employee, the Contractor and the Corporation at the time of signing the Salary Packaging Agreement.
- (e) The Corporation may vary the range and type of benefits available from time to time. Such variations shall apply to any existing or future Salary Packaging Agreements from the date of such variation.
- (f) The Corporation will determine from time to time the value of the benefits provided. Such variations shall apply to any existing or future Salary Packaging Agreements from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement immediately.

6. Salary Related Allowances

1. Allowance

- (a) First-aid Allowances
 - (i) An allowance prescribed in Item (i) of Schedule 2 - Salary Related Allowances, of Part B, shall be paid to employees appointed as First-aid Officers who are holders of a current First-aid certificate issued after completion of a WorkCover approved first-aid course.
 - (ii) An allowance prescribed in Item (ii) of the said Schedule 2, shall be paid to an employee appointed as a First-aid Officer who is a holder of a current Occupational First-aid certificate or a qualification deemed equivalent in the Occupational Health and Safety Regulation 2001, in lieu of the allowance set out in Item (i) of the said Schedule 2.
 - (iii) The First Aid Allowance shall be paid during a period of Recreation (Annual) Leave, Extended (Long Service) Leave or Sick Leave or any combination of paid leave of up to four weeks.
 - (iv) Where the First Aid Officer is absent on leave for a period of one week or more, an employee selected to perform the duties of First Aid Officer may be paid a pro rata allowance if the full duties are assumed.

(b) Community Language Allowance

- (i) An allowance prescribed in Item (iii) of said Schedule 2, shall be paid to employees appointed as Community Language Allowance recipients who possess a basic level of competence in a community language and who work in locations where their community language can be utilised to assist clients and:

have passed a test conducted by an accredited organisation;

are not employed as interpreters and translators; and

are not employed in those positions where particular language skills are an integral part of essential requirements of the position.

- (ii) Employees who qualify receive only one allowance regardless of the number of languages spoken.
- (iii) The Community Language Allowance shall be paid during periods of Recreation (Annual) Leave, Extended (Long Service) Leave or Sick Leave or a combination of or any combination of paid leave of up to four weeks.

(c) Forklift Allowance

- (i) An allowance prescribed in Item (iv) of said Schedule 2, shall be paid to employees designated as Forklift Drivers at Lidcombe Distribution Centre and who possess a Forklift Driver's licence.

- (ii) The Forklift Allowance shall be paid during periods of Recreation (Annual) Leave, Extended (Long Service) Leave or Sick Leave or a combination of or any combination of paid leave of up to four weeks.

2. Increases

The allowances provided for in this clause are adjusted in line with movements to Salaries.

7. No Extra Claims

1. This Award provides for pay increases totalling 12%, with 4% effective from the first full pay period to commence on or after 1 July 2004, a further increase of 4% with effect from the first full pay period to commence on or after 1 July 2005, and a further increase of 4% with effect from the first full pay period to commence on or after 1 July 2006. This increase is provided arising from the agreement of the parties as contained in the Memorandum of Understanding.
2. The pay increase provided by this Award is premised on the basis that there shall be no new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the agreement referred to in subclause 7.1 above for the period to 30 June 2007.
3. The no extra claims commitment does not preclude any claims that may arise following the adoption of a new Equal Remuneration Principle by the Industrial Relations Commission of New South Wales.

8. Contract of Employment

1. General

- (a) Payment for employees will be on a fortnightly basis.
- (b) All employees of the Corporation covered by this Award will work where nominated from time to time by the Chief Executive Officer or delegate.

- (c) All employees will be required to perform the full range of related work activities equivalent to their positions. In addition, the Corporation may direct an employee to carry out such duties as are within the employee's skill, competence and training provided that such duties are not to be used as a means of de-skilling the employee.
- (d) For the purposes of meeting the business needs of the Corporation, the Chief Executive Officer or delegate may require any employee to work reasonable overtime including work on Saturdays, Sundays and Public Holidays or shift work at the rates prescribed by this Award.
- (e) Whenever a staff member (or the Association on behalf of a member) is dissatisfied with any circumstance of employment, the Grievance and Dispute Resolution Procedures prescribed in Clause 34 of this award shall be followed.
- (f) Employees will be expected to be committed to corporate values; the achievement of corporate goals including provision of quality customer service; and demonstrate a willingness to participate in continuous improvement programs.
- (g) Except as otherwise specified in this Award, an employee shall bear the cost of travel to and from work.
- (h) Where an employee is supplied with clothing and/ or equipment in relation to their work, such clothing or equipment must be used in conformance with prevailing occupational health and safety standards.

2. Hours Of Work

- (a) Where employees observe flexible working hours, the provisions of Clause 10, Flexible Working Hours, shall apply.
- (b) No employee is to work for more than five hours without a meal break. Such meal breaks shall be unpaid.
- (c) Where employees work under rostered shift work, the provisions of Clause 11 shall apply, excepting employees working under a rostered 12-hour shift work arrangement where Clause 12 shall apply.
- (d) Standard hours of work shall be 8.30 am to 4.30pm, Monday to Friday inclusive.
- (e) The Chief Executive Officer may require a staff member to perform duty beyond the hours determined under subclauses (a), (c) and (d) of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or studt arrangements;
 - (2) any risk to staff member health and safety;
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
 - (4) the notice (if any) given by the Chief Executive Officer regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours; or
 - (5) any other relevant matter.

3. Special Work Requirements - Allowances
 - (a) The Chief Executive Officer may approve the payment of a specialist, skill shortage or market allowance to employees with specific skills required by the Corporation.
 - (b) The Chief Executive Officer may approve the payment of additional allowances to an individual employee where there are special work requirements or unusual circumstances.
4. Termination Of Employment
 - (a) Employment may be terminated by either party (i.e. the employee or the Corporation) by giving two weeks written notice.+
 - (b) The Corporation may give two weeks pay in lieu of notice.
 - (c) If an employee fails to give two weeks notice, two weeks pay will be forfeited, except in exceptional circumstances.
 - (d) An employee who has given or been given notice, and is absent from work without acceptable proof, will only be paid for work performed during the period of notice.

9. Categories of Employment

1. General

An employee will only be employed by the Corporation in accordance with the employment categories in this clause.
2. Permanent Employment

Permanent employment means regular and ongoing employment that is not temporary or casual employment and for which there is no date set for the employment to end.
3. Temporary Employment
 - (a) Temporary employment means engagement on a contract of employment for a fixed period of time not normally in excess of twelve (12) months. A temporary employment contract will specify the starting and finishing dates of that employment or will define the task to be undertaken, the completion of which will bring the contract to an end.
 - (b) Temporary employment will only be offered in the following circumstances:
 - (i) For the duration of a specified task or project, or
 - (ii) To carry out the duties of a position that is temporarily vacant, or
 - (iii) To provide additional assistance in a particular work area, or
 - (iv) In connection with the secondment or exchange of staff, or
 - (v) To undertake a traineeship or cadetship, or
 - (vi) For any other temporary purpose.
 - (c) In exceptional circumstances the Chief Executive Officer may approve an extension to the period of temporary employment beyond twelve (12) months.
 - (d) All other provisions of this Award relevant to permanent employees will apply to temporary employees.

- (e) The Chief Executive Officer may approve the payment of a specialist, skill shortage or market allowance to employees with specific skills required by the Corporation.

4. Casual Employment

- (a) Casual Employment means engagement on an irregular or intermittent basis.
- (b) A casual employee is engaged by the hour and paid on an hourly basis.
- (c) A casual employee shall receive an hourly rate of one thirty-fifth of the appropriate weekly rate of salary, plus a casual loading of 15% which is in lieu of all other entitlements specified in this Award, plus compensation of 4/48ths of earnings for annual holiday pay.
- (d) Casual employees will be paid fortnightly for hours worked.
- (e) 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.
- (f) Casual employees will be entitled to payment for overtime in accordance with the provisions of this Award only when the contracted hours per day are exceeded.

5. Leave Reserved

Leave is reserved during the period of this Award to make application to the Industrial Relations Commission of New South Wales in relation to subclause 9.4 Casual Employment in order to implement any provision arising from the Secure Employment Test Case.

6. Full Time And Part Time Employment

- (a) Both permanent and temporary employment may be either full time or part time.
- (b) A full time employee means a person employed on ordinary hours of work, either under a flexible working arrangement or fixed starting and finishing times or in rostered shift work.
- (c) A part time employee means a person employed for less than the ordinary hours of work of an equivalent full time employee, either under a flexible working arrangement, or under an agreed fixed starting and finishing times arrangement, or in rostered shift work.
- (d) A request by an employee for a part time work or job sharing arrangement or other variation to full time employment, will be genuinely considered by the Corporation.
- (e) The hours and days to be worked by a part time employee will be agreed on prior to the commencement of the employment.
- (f) A part time employee may work more than their regular numbers of hours by agreement.
- (g) These additional hours may be accrued as flex time when part time employees work on their normal day of work. When additional days are worked, these hours will be paid at the equivalent casual rate.
- (h) Part time employees will be paid an hourly rate calculated by dividing the weekly ordinary rate of pay appropriate to the grade and step of the employee by the number of hours worked by an equivalent full time employee.
- (i) A part time employee will be entitled to payments in respect of recreation leave, sick leave, extended leave and all other forms of authorised leave on a proportional basis to the equivalent full time employee.

- (j) Subject to this clause, all other provisions of this Award relevant to full time employees will apply to part time employees on a pro-rata basis.

10. Flexible Working Hours

1. General

A flexible approach to hours of work will be adopted provided that the business needs of the Corporation are met. A Flexible Working Hours system is established for employees (except shift workers or employees working under set hours), whereby individual employees may select their starting and finishing times, subject to the convenience of the Corporation, its business needs and work demands.

2. Hours Worked

- (a) An individual employee may select starting and finishing times from day-to-day within the bandwidth, subject to coretime provisions, the supervisor's approval and the availability of work.
- (b) Where on any day it appears that work will not be available for an employee prior to a specified time, not being a time later than the commencement of standard hours (ie 8.30am), nothing in subclause 10.2 (a) shall prevent the employee being directed not to commence work prior to such specified time.
- (c) All employees shall be entitled to work their minimum daily contract hours on any day.
- (d) The Corporation may require an employee to work the minimum daily contract hours on any day.
- (e) Where gainful work is available, an employee may accrue work time in excess of the minimum daily contract hours where the supervisor is satisfied that work is available and it is convenient to the Corporation for the employee to work.
- (f) Employees shall not work more than ten hours per day.
- (g) Nothing in this Clause shall prevent the Corporation requiring an employee or group of employees to revert to working standard hours pursuant to subclause 8.2 (d), where it is evident that an employee, or group of employees, is not observing the conditions of this Clause 10 and associated administrative instructions, or not maintaining a satisfactory level of conduct or performance of work.

3. Bandwidth

- (a) The bandwidth (span of hours) is Monday to Friday between 7am and 7pm during which time normal work can be undertaken.
- (b) Overtime will be paid from 6pm, when an employee has been directed to work beyond 6pm.
- (c) Subject to a prior agreement between the branch head and employee(s), work undertaken outside the bandwidth is credited to an employee for each occasion. Any work performed outside the bandwidth without prior approval of the branch head shall not be credited.
- (d) Where exceptional personal circumstances can be demonstrated, the bandwidth may be varied by agreement between an employee and the supervisor/ manager and approved by the divisional director for a specified period. Coretime may be varied in conjunction to the change to Bandwidth. Such an arrangement will be subject to review at no greater than six monthly intervals.

4. Coretime
 - (a) Coretime is the period of the working day when all employees are required to be at work, unless on lunch break or authorised leave.
 - (b) Coretime shall be a period between 9.30 am. and 3.30 pm.
 - (c) In normal circumstances, an employee commencing work after, or ceasing work before, coretime, must apply for an appropriate amount of leave in one hour units or a Quarter Flex. In rare and exceptional circumstances, the supervisor/ manager may approve an employee commencing work within no more than half an hour after the start of coretime.
 - (d) Where exceptional personal circumstances can be demonstrated, coretime may be varied by agreement between an employee and the supervisor/ manager and approved by the divisional director for a specified period. Bandwidth may be varied in conjunction to the change to Coretime. Such an arrangement will be subject to review at no greater than six monthly intervals. Such an arrangement made at the employee's request will not attract any or additional shift allowance rate.
5. Lunch Break
 - (a) Employees are required to take a minimum lunch break of half an hour, by no later than five hours after commencing work.
 - (b) Employees are entitled to take a lunch break of one hour between 11.30 am to 2.30 pm.
 - (c) A lunch break up to a maximum of two and a half hours may be taken. The supervisor's prior approval is required for a meal break in excess of one hour.
6. Contract Hours
 - (a) The daily contract hours for employees on flexible working hours are seven hours on each normal working day. Therefore an employee's contract hours for each four weekly settlement period shall be 140 hours (i.e. 4 x 35).
 - (b) An employee's contract hours shall be the basis for determining whether that employee has accumulated credit or debit hours during any settlement period.
 - (c) Where leave for part of a day is taken, the absence shall be calculated to the next whole hour and added to the hours worked to determine the total accumulated hours for that day.
7. Settlement Period
 - (a) For the purpose of this Clause 10, a settlement period shall be four weeks.
 - (b) Where electronic time recording equipment is used, clocks shall be read on the last day of each settlement period.
8. Accumulation and Carry Over
 - (a) An employee may accumulate credit or debit hours throughout a settlement period, up to a carry forward maximum of ten hours credit/debit by working varied hours to the daily contract hours, subject to work availability and business needs.
 - (b) Where an employee's accumulation of credit hours at the end of a settlement period exceeds ten hours, the excess hours shall be forfeited.

- (c) Where an employee's accumulation of debit hours at the end of a settlement period exceeds ten hours, the excess hours accumulated shall be debited against the employee's accrued annual (recreation) leave or, should the employee have no such leave available, shall be taken as leave without pay.
- (d) Except where flex leave is taken, when any form of leave including leave without pay is taken, the equivalent time charged up to a maximum of seven hours on any one day, shall be manually credited to an employee's flexible working hours record.

9. Flex Leave

- (a) An employee may elect to take a maximum of eight (8) hours flex leave in a settlement period. This may be taken as:
 - one (1) full day, or
 - two (2) half-days, or
 - one (1) half-day and two (2) quarter-days, or
 - four (4) quarter-days.
- (b) An employee shall obtain the approval of the supervisor prior to proceeding on flex leave. It is not necessary for an employee to have a credit balance when taking flex leave.
- (c) A half-day flex leave must either precede the period of work for the day or follow the period of work for that day, i.e. a period of at least three hours must be worked during the bandwidth, either before or after flex leave.
- (d) Where a half-day flex leave is to be combined either with Recreation (Annual) Leave or Study Time so as to take a full day's absence from work, the absence may comprise either: three hours Recreation (Annual) Leave/Study Time and four hours flex leave, or four hours Recreation (Annual) Leave/ Study Time and three hours flex leave.
- (e) A quarter-day flex leave (i.e. up to two hours absence) may not be combined with other forms of leave or study time, to make up a full day's absence from work.
- (f) Flex leave may be taken before or immediately after recreation (annual) leave. It may not be taken during a period of recreation (annual) leave. Two full days flex leave may not be taken on consecutive working days, except when those days are in adjoining settlement periods.
- (g) During a peak period where an employee is unable to take any flex leave (including a half-day or quarter-day flex leave), then the employee may accrue an additional seven hours up to a carry forward maximum of seventeen hours credit into the next settlement period, subject to a divisional director's approval. The employee may then take up to two flex days in the next settlement period.

10. Commencement or Cessation of Work During Coretime

- (a) Where an employee commences work after the commencement of coretime, including resumption following cessation of the lunch period, the employee shall apply for the appropriate amount of recreation (annual) leave, calculated in multiples of one hour. Where the employee has no recreation (annual) leave credit, the employee shall apply for the appropriate equivalent amount of leave without pay.
- (b) Where the employee immediately commences work upon arrival, the time worked shall be added to the employee's credit hours.

- (c) Where an employee ceases work prior to the end of coretime, the employee shall be debited the appropriate amount of recreation (annual) leave calculated in multiples of one hour, or where the employee has no recreation (annual) leave to credit, leave without pay.

11. Disruption Of Transport

- (a) Where an employee encounters a disruption to the mode of transport normally used in travelling from their place of residence to place of employment and such disruption is caused by a transport strike or a major transport delay, the following conditions shall apply, subject to the Corporation ensuring sufficient staff are available to provide adequate service to the public and undertake business activities:
 - (i) the employee may commence work at any time and where the disruption continues throughout the day, may cease work at any time;
 - (ii) employees affected by such a disruption will not be debited recreation (annual) leave if the employee commences work after the beginning of coretime. Time worked on such days will accumulate in the normal way;
 - (iii) the employee may elect to take off the full day as flex leave where the disruption is reasonably likely to continue throughout the day; and
 - (iv) flex leave taken during such disruptions shall be recorded as over and above the normal flex leave to which the employee is entitled under this Award.
- (b) The application of the above provisions shall be at the discretion of the Chief Executive Officer or delegate. In exercising this discretion, the Chief Executive Officer or delegate shall have regard to all the relevant circumstances, including:
 - (i) the delayed employee's usual time of arrival at the employee's place of employment;
 - (ii) where the disruption was foreseeable, the employee made reasonable attempts to arrive at the place of employment prior to the commencement of coretime; and
 - (iii) such information relating to the disruption as may be available from the relevant transport authority.

12. Travelling On Official Business

- (a) Any travel on official business during the Standard Hours on a working day shall be treated as time worked for the purposes of this Clause.
- (b) Employees shall be compensated for travelling time outside the Bandwidth in accordance with subclause 17.3 Excess Travelling Time.

13. Transfer to Other Locations

- (a) An employee transferred from one location to another shall carry credit or debit hours to the new location.
- (b) An employee relieving in another work area shall comply with the approved working hours arrangements applying to that work unit.

14. Termination of Service

- (a) Where an employee gives notice of resignation or retirement, the employee shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

- (b) The Corporation shall, as far as practicable, facilitate the elimination of accumulated credit or debit hours by such employees.
- (c) Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation (annual) leave or moneys owing to that employee shall be adjusted accordingly.
- (d) An employee may receive compensation for accumulated credit hours outstanding on the last day of service where:
 - (i) an employee's service terminates without notice for reasons other than misconduct; or
 - (ii) an application for a period of flex leave, which would have eliminated the accumulated credit hours, was made pursuant to this Clause during the period of notice of retirement or resignation and was refused.

15. Co-Lateral Agreement

Where the standard provisions of this Clause 10 - Flexible Working Hours are impracticable for any group of employees, nothing in this Award will prevent the amendment of this Clause 10, by agreement between the parties.

11. Overtime (Excluding Shift Workers)

1. The provisions of the Clause shall not apply to shift workers as defined. For provisions pertaining to overtime for shift workers see Clause 12 and overtime for 12-Hour shift workers see Clause 13.
2. Overtime shall be worked and paid with the prior approval of the appropriate manager except where call back provisions apply.
3. General

A staff member may be directed by the Chief Executive Officer 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:

- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- (2) any risk to staff member health and safety,
- (3) the urgency of the work required to be performed during the overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (4) the notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
- (5) any other relevant matter.

4. Rates

Overtime shall be paid at the following rates:

(a) Weekdays

All overtime worked outside the employee's ordinary hours of work Monday to Friday, inclusive, at the rate of time and one-half for the first two hours and at the rate of double time thereafter until relieved from work;

(b) Saturdays

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

(c) Sundays

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

(d) Public Holidays

All overtime worked on a Public Holiday at the rate of double time and one half.

(e) If an employee is absent from work on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the employee has been granted leave of absence for recreation or on account of illness, or unless, in the opinion of the Corporation, the absence has been caused by circumstances beyond the employee's control.

(f) An employee who works overtime on a Saturday, Sunday or Public Holiday, shall be paid for a minimum of three hours work at the appropriate rate.

5. Rest Periods

(a) An employee who works so much overtime between the termination of ordinary hours of work on any day and the commencement of ordinary hours of work on the next day, that the employee has not had at least eight consecutive hours off work between these times, shall on completion of such overtime be entitled to be absent until eight consecutive hours have elapsed without loss of pay for ordinary working time occurring during such absences.

(b) Where an employee, on direction from the supervisor, resumes or continues work without having had eight consecutive hours off work then such employee shall be paid at the rate of double time until released from work. The employee shall then be entitled to eight consecutive hours off work provided that such absence shall be without loss of pay for the ordinary working time occurring during the absence.

6. Call Backs

(a) An employee recalled to work overtime after leaving the Corporation's premises shall be paid for a minimum of three hours work at the appropriate overtime rates.

(b) The employee shall not be required to work the full three hours if the job can be completed within a shorter period.

(c) A call back commences when the employee commences work (excluding travel from home) and terminates when the work is completed (excluding travel to home).

- (d) An employee recalled to work as defined in (a) above within three hours prior to the commencement of usual hours of work shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (e) The provisions of subclauses 11.6 (a) to (c), shall not apply in cases where it is customary for an employee to return to the Corporation's premises to perform a specific job outside the employee's ordinary hours of work, or where overtime is continuous with the completion or commencement of ordinary hours of work. Overtime worked in these circumstances shall not attract the minimum payment of three hours unless the actual time worked is three or more hours.

7. Meal Breaks and Allowances

- (a) A meal allowance in accordance with subclause 19.2 and Item (2) of Schedule 3, Expense Related Allowances, of Part B of this award, shall be paid to an employee when:

directed to work overtime of more than one and a half hours,

a half-hour unpaid meal break is taken, and

incurs expenses in obtaining a meal.

- (b) An employee may be entitled to a subsequent meal allowance if required to work more than five hours overtime, takes a half-hour unpaid meal break and incurs expenses in obtaining a meal.

8. Overtime Barrier

The overtime barrier is tied to Pay Step 28 (i.e. was the maximum rate for Grade 8 Clerk), as varied from time-to-time, plus \$1.00. Employees whose salary, or salary and allowance, exceeds the overtime salary barrier, shall be paid overtime at the overtime barrier rate.

9. Time Off In Lieu Of Payment

- (a) An employee who, at the direction of the Corporation, works overtime may elect to take time off in lieu of payment for all or part of the entitlement in respect of the time so worked. Such time off in lieu shall accrue at the rates specified for overtime in this Award, ie such time off in lieu shall accrue at the equivalent computed overtime rate.

Leave in lieu shall be taken at the convenience of the Corporation:

- (i) in multiples of one hour;
 - (ii) within three months of the date of accrual, except where the leave in lieu is for work performed on a Public Holiday, in which case an employee may elect to have such leave in lieu added to recreation (annual) leave credits.
- (b) An employee shall be entitled to payment for the balance of any overtime entitlement not taken as time off in lieu.

10. Calculation

Overtime shall not be paid for periods of less than one quarter of an hour or for time spent travelling.

12. Shift Work

1. Shift Allowances

- (a) A shift worker shall be paid the ordinary hourly rate plus the following additional shift loadings payable on the relative commencing times of shifts, for work performed during the following shifts:

Shift Definition - commencing time	Loading
1. Day Shift- at or after 6:00am and before 10:00am.	Nil
2. Afternoon Shift- at or after 10:00am and before 1:00pm	10%
3. Afternoon Shift- at or after 1:00pm and before 4:00pm.	12.5%
4. Night Shift- at or after 4:00pm and before 4:00am.	15%
5. Night Shift- at or after 4:00am and before 6:00am.	10%
6. Saturdays - between midnight on Friday and midnight on Saturday	50%
7. Sundays - between midnight on Saturday and midnight on a Sunday	75%

- (b) Public Holidays

Where a shift worker is required to and does work on a Public Holiday, whether a full shift or not, the employee shall be paid one and one half day's pay in addition to the ordinary day rate. Such payment is in lieu of weekend or shift allowances which would otherwise be payable had the day not been a Public Holiday.

A shift worker rostered to work on a Public Holiday, but is then given the day off work shall receive their normal day's pay.

A shift worker rostered off work on a Public Holiday shall be paid one day's pay.

- (c) Payment for Work Performed on a Day Rostered Off

A shift worker rostered off but who is required to work shall be paid in accordance with the appropriate overtime provisions for that day - see subclause 12.2.

2. Overtime

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

- (a) Monday-Friday

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

- (b) Saturday

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

- (c) Sunday

All overtime worked by shift workers on a Sunday outside the rostered hours of work shall be paid for at the rate of double time for all time worked.

- (d) Public Holidays

All overtime worked on a Public Holiday shall be paid for at the rate of double time and one half.

3. Meal Allowances - Overtime Worked

- (a) A shift worker, shall be paid a meal allowance in accordance with subclause 19.2 and Item (2) of Schedule 3, Expense Related Allowances, of Part B of this award, when:

directed to work overtime of more than one and a half hours,

takes a half-hour unpaid meal break, and

incurs expenses in obtaining a meal.

- (b) An employee may be entitled to a subsequent meal allowance if required to work more than five hours overtime, takes a half-hour unpaid meal break and incurs expenses in obtaining a meal.

4. Time Off In Lieu Of Payment

- (a) An employee who, at the direction of the Corporation, works overtime may elect to take time off in lieu of payment for all or part of the entitlement in respect of the time so worked. Such time off in lieu shall accrue at the rates specified for overtime in this Award, ie such time off in lieu shall accrue at the equivalent computed overtime rate.

Leave in lieu shall be taken at the convenience of the Corporation:

- (i) in multiples of one hour;

- (ii) within three months of the date of accrual, except where the leave in lieu is for work performed on a Public Holiday, in which case an employee may elect to have such leave in lieu added to recreation (annual) leave credits.

- (b) An employee shall be entitled to payment for the balance of any overtime entitlement not taken as time off in lieu.

5. Additional Compensation For Rostered Work Performed On Sundays And Public Holidays

7-Day shift workers who are rostered to work their ordinary hours of work on Sundays and/or Public Holidays during the period 1 December to 30 November, or part thereof, shall be entitled to receive additional recreation (annual) leave in accordance with subclause 20.7(d) of this Award.

6. Rosters

Rosters covering a minimum period of 28 days shall, where practicable, be prepared and issued at least 14 days prior to their commencement. Each roster shall indicate the starting and finishing time of each shift.

7. Notice For Change Of Shift

When unforeseen circumstances arise, shift workers may be subject to shift changes at short notice. In such cases, 24 hours notice shall be given of the proposed change. Where such notice is not possible, overtime rates shall be paid for the time so worked until the expiration of such 24 hours.

8. Breaks Between Shifts

- (a) Where an employee works so much overtime between the termination of a shift on one day and the commencement of his/her shift on the next day, that the employee has not had at least eight consecutive hours off work between those times, then the employee shall be released after completion of such overtime until at least eight consecutive hours off work without loss of pay for working time occurring during such absence.

- (b) If on the instruction of the employee's supervisor, the employee resumes or continues work without having had eight consecutive hours off work, then he/she shall be paid at double rates until released from work. Upon release from work the employee shall then be entitled to be absent until he/she has had eight consecutive hours off work without loss of pay for working time occurring during such absences.

9. Daylight Saving

- (a) At the commencement of daylight saving time, where an employee works shift work and one hour less is worked, the employee shall be paid the normal rate for the shift.
- (b) At the end of daylight saving time each year, where a shift worker will work an additional hour, such additional hour shall be credited as follows:
 - (i) For employees on 8-hour rotating shifts, payment shall be made for the additional hour at the normal rate for that shift.
 - (ii) For employees on 12-hour shifts, the additional hour worked shall be added to rostered time off credits.

10. Call Backs

An employee recalled to work outside his/her ordinary rostered shift shall be paid a minimum of three hours overtime at the rate prescribed in subclause 12.2, for each time he/she is so recalled, except where such work is continuous with the commencement of his/ her next rostered shift (excluding travel to and from home).

11. Co-Lateral Agreement

Where the standard provisions of this Clause 12 - Shiftwork are impracticable or where a different arrangement is proposed for any group of employees, nothing in this Award will prevent the amendment of this Clause 12, by agreement between the parties.

13. 12-Hour Shift Work

1. Purpose

- (a) This Clause sets out the prescribed conditions of employment applying to seven-day Shift workers working under the 12-hour shift roster system.
- (b) The roster system operates on a 12-hour rotational shift basis for day and night shifts over seven days per week, 365 days per year.
- (c) It provides for four shift teams to work on a four days "on" (two day shifts followed by two night shifts), then four days "off", shift working arrangement.
- (d) The rosters are designed to provide employees with greatly increased leisure time in comparison to their previous three x eight-hour, seven-day shift rostering system.
- (e) The rosters are also designed to enable employees to accrue 30 minutes per shift towards Rostered Time Off - see subclause 13.7.
- (f) Employees are allowed to swap shifts with other employees, subject to subclause 13.3(f).

2. Definitions

The following definitions apply in this clause:

"Annualised Shift Loading" means - the loading calculated by averaging the shift loadings payable to employees, based on the probability of working the shifts on those days set out in subclause 13.4.

"Loaded Salary" means - the payment of the "Ordinary Rate of Pay" as defined in Clause 2 Definitions, together with the "Annualised Shift Loading" as defined above.

"12-Hour Shift" means - a shift covering a 12-hour period comprising of working time and meal breaks as prescribed in 13.3(c).

"Rostered Time Off" means - the accrual of 30 minutes of additional working time by an employee in each 12-hour shift, which is in addition to the 10 hours of ordinary time worked per shift. Rostered Time Off may be taken by an employee as prescribed in subclause 13.7.

3. Hours of Duty and Shift Rosters

- (a) Employees will work an average of 35 hours per week over an eight week rotating shift cycle. This does not include the working of an additional 30 minutes per shift to be accrued as Rostered Time Off.
- (b) Day shifts will commence at 7.00am and finish at 7.00pm and Night shifts will commence at 7.00pm and finish at 7.00am. These times may be varied with the agreement of the parties including the affected employees.
- (c) Each 12-hour shift shall comprise of:
 - (i) Ten hours working time payable at the loaded salary rate of pay;
 - (ii) A one-hour unpaid meal break to be taken no later than five hours after the commencement of the shift;
 - (iii) A second paid meal break of 30 minutes duration to be taken no later than ten hours after the commencement of the shift. This meal break is paid at the ordinary salary rate of pay; and
 - (iv) An additional 30 minutes of working time to be accrued towards Rostered Time Off.
- (d) The eight-week Rotating Shift Roster is set out at Schedule 4 of Part B of this Award. It rosters employees to work two day shifts, then two night shifts, followed by four days off duty.
- (e) Notice of any change to shift rosters or teams will be posted on the notice board at least eight days prior to the end of the immediately preceding eight-week rotating shift roster.
- (f) An employee may swap a shift with the mutual agreement of another employee. The responsibility for staffing those swapped shifts rests with the respective employees. If an employee is unable to swap a shift and recreation (annual) leave or rostered time off is not approved for that absence, then it shall be the employee's responsibility to work that shift. No claim shall be considered by the Corporation for additional loadings or overtime as the result of a mutual agreement by employees to swap shifts.

4. Annualised Shift Loading

- (a) The Annualised Shift Loading of 35.4% of the ordinary rate of pay is a consolidation of :
 - (i) Working on any day or night shift;
 - (ii) Working on any Saturday;
 - (iii) Working on any Sunday;

- (iv) Being rostered "off" on any public holiday and rostered "on" on any public holiday - total of 11 public holidays per annum;
 - (v) Working on the half-day Concession at Christmas time; and
 - (vi) Payment for a second meal break of 30 minutes duration on each rostered shift at the ordinary salary rate of pay.
- (b) The calculation of the Annualised Shift Loading is attached at Schedule 5.
- (c) The Annualised Shift Loading shall not be paid when employees are absent from work on any type of leave, except for recreation (annual) leave, subclauses 13.9 and 13.10 refer.
5. Meal Breaks
- (a) During each 12-hour shift, employees shall be allowed two meal breaks:
- (i) A one hour, unpaid meal break to be taken no later than five hours after the commencement of the shift
 - (ii) A 30 minute paid meal break (paid at the ordinary salary rate of pay -subclause 13.4(a)(vi) refers) to be taken no later than 10 hours after the commencement of the shift.
6. Overtime
- (a) All time directed to be worked in excess of the rostered 12-hour shift shall be paid at the following rates, excluding the annualised shift loading:
- (i) For excess time directed to be worked before or after the rostered commencing or finishing times, Monday to Saturday, at the rate of time and one half for the first 2 hours and double thereafter.
 - (ii) For excess time directed to be worked on a Sunday, at the rate of double time.
 - (iii) For excess time directed to be worked on any public holiday, at the rate of double time.
- (b) An employee directed to work a shift on a day the employee is rostered "off" shall be paid overtime in accordance with subclause 13.6(a), excluding those situations where employees have agreed to swap shifts.
- (c) Employees shall be entitled to a rest break of at least 10 consecutive hours between the cessation of an ordinary rostered shift and the commencement of the next ordinary shift. Where an employee has not observed a rest break of at least 10 hours prior to the commencement of their next ordinary shift, then that employee shall be paid for that shift at the rate of double time on their ordinary salary rate of pay.
- An employee will not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an employee will take a rest break of at least ten consecutive hours. Where due to unavoidable circumstances an employee is directed to resume work, without having had a rest break of ten consecutive hours, payment for the next shift shall be at the rate of double time until the employee is released from duty for ten consecutive hours. Any rostered working time occurring during such absence shall be paid for at the loaded salary rate.
- (d) An employee who has worked at least one hour and thirty minutes before the rostered starting time or after the rostered finishing time of a shift shall be entitled to take a meal break of 30 minutes. A meal allowance shall be paid in accordance with subclause 19.2 of this Award.

7. Rostered Time Off

- (a) Rostered Time Off, as defined in subclause 13.2, accrues at the rate of 30 minutes of working time per rostered 12-hour shift. The maximum that may be accrued is 50 hours at any time.
- (b) Rostered Time Off may be taken by each employee, subject to the prior approval of the supervisor/manager and at the convenience of the Corporation.
- (c) Rostered Time Off may be used towards the taking of a whole shift or a number of shifts off duty, up to a maximum of four shifts.
- (d) Rostered Time Off may also be used by an employee to take part of a shift off duty in multiples of one-hour units.
- (e) Where an employee's employment ceases with the Corporation, then any accrued Rostered Time Off shall be paid to an employee at the loaded salary rate.

8. Higher Duties

- (a) An employee directed to relieve in a higher graded position for three or more consecutive 12-hour shifts and performs the full range of duties of the position shall be paid the minimum salary rate of the higher graded position for the full period of relief.
- (b) Where an employee is directed to relieve in a higher graded position for three or more consecutive 12-hour shifts, but does not perform the whole of the duties or the whole of the responsibilities, the employee will be paid an allowance according to the proportion of the duties and responsibilities completed.
- (c) All other provisions prescribed in subclause 18.1 of this Award will apply.

9. Recreation (Annual) Leave

- (a) Recreation (annual) leave shall be converted to the hourly equivalent of the annual entitlement. Recreation (annual) leave may be granted in a minimum of one-hour units.
- (b) Employees working under this arrangement shall have an entitlement of five weeks recreation leave per year (35 hours/week basis). This shall be calculated as an annual entitlement of 175 hours, which is the equivalent of 17.5 full 12-hour shifts of ten hours working time. This shall be in lieu of the additional recreation (annual) leave provided for in subclause 20.7(d).
- (c) Any recreation (annual) leave taken shall be debited on an hourly basis against absences within the 10 hours working time of a 12-hour shift.
- (d) An employee shall not accrue recreation (annual) leave in excess of 350 hours (35 shifts), unless approval to accrue in excess of the maximum accrual is obtained in accordance with subclause 20.7(i).
- (e) Payment for all recreation (annual) leave shall be calculated at the loaded rate of pay and will be in full consideration of annual leave loading provisions.
- (f) Each employee working under this arrangement will have the option of cashing in the equivalent of their one weeks' shift workers recreation (annual) leave (i.e. 35 hours pay) in November each year.
- (g) Each employee shall be required to take the equivalent of at least two weeks recreation (annual) leave each year, unless the employee has insufficient paid leave available. The minimum absence shall be eight shifts, made up of not less than six shifts equivalent of recreation (annual) leave combined with Rostered Time Off.

10. All Other Leave

- (a) All other leave shall be paid at the ordinary rate of pay only.
- (b) Sick Leave
 - (i) Sick leave shall be calculated on the annual entitlement of 105 hours (i.e. 15 x seven hour days) or the equivalent of 10.5 12-hour shifts (based on ten hours worked), fully cumulative.
 - (ii) Employees who transfer to the 12-hour shift roster and have pre-existing sick leave balances shall have such balances converted into hours.
 - (iii) Any sick leave taken shall be debited in one-hour units against absences within the ten hours working time in a 12-hour shift.
 - (iv) All other provisions from subclause 20.9 shall apply.
- (c) Extended (Long Service) Leave
 - (i) Extended (long service) leave for employees shall apply in accordance with the provisions of subclause 20.15.
 - (ii) Employees who transfer to the 12-hour shift arrangement and have pre-existing balances shall have such accruals converted to a 12-hour shift basis (based on 10 hours worked).
- (d) Other Paid Leave

All other leave such as Family and Community Service Leave, Other Forms of Paid Leave, Paid Maternity Leave, Paid Adoption Leave and Special Sick Leave shall be paid at the ordinary salary rate of pay.

11. Study Time

Employees with approved study time may accumulate such time in accordance with subclause 21.11 to allow an employee to accumulate study time in order that a full shift or part of shift may be taken off work, where convenient to both the employee and the Corporation.

12. Daylight Saving

- (a) At the commencement of daylight saving time, where an employee works shift work and one hour less is worked, the employee shall be paid the normal rate for the shift.
- (b) At the end of daylight saving time each year, for a shift worker on 12-hour shifts, the additional hour worked shall be added to rostered time off credits.

13. Other Conditions

- (a) This Clause shall be read and interpreted in conjunction with the other conditions of employment set out in this Award. Where there is any inconsistency between a provision in this Clause and another Clause in this Award, then the provision under this Clause shall take precedence.

14. Public Holidays

1. Definitions

The following definitions apply to this clause:

"NSW Lotteries Employees Holiday" refers to the holiday taken on one of the working days between Boxing Day and New Year's Day.

"Local Holiday" means a public holiday that is not a public holiday throughout the State of NSW.

2. General

The following days shall be deemed to be 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,

NSW Lotteries' Employees Holiday, or

any other day duly proclaimed as a Public Holiday in lieu of any of those days, together with any other day duly proclaimed as a Public Holiday throughout the State of New South Wales.

3. NSW Lotteries' Employees Holiday

- (a) The Chief Executive Officer or delegate must, having regard to the requirements of the Corporation, ensure that all staff are to be afforded a day off without loss of pay during the three working days between Boxing Day and New Year's Day.
- (b) The Corporation should ensure that no member of staff be required to forego the day's leave during this period. In the exceptional circumstances where an employee has been requested to be at work for all three working days, then those employees are to be compensated for one day in the manner prescribed by subclause 11.3(d) of this Award.
- (c) Employees whose salary includes payment for work performed on public holidays who are required to work on the Corporation Employees Holiday are to have one day added to recreation (annual) leave credits and in respect of ordinary hours worked on that day, additional payment at the rate of half time.

4. Local Holiday

An employee will be afforded a day off without loss of pay on any proclaimed local holiday subject to the convenience of New South Wales Lotteries.

15. Transport of Employees Finishing Work Late at Night Or Commencing Work Early in the Morning

Departure or arrival before 5.30am or after 8pm for a rostered shift or overtime does not in itself warrant the provision of transport. Where an employee can demonstrate that for part or whole of a journey to home or to work:

the normal means of transport, public or otherwise, is not reasonably available; and/ or

travel by such means of transport places the safety of the employee at risk;

then the Corporation shall reimburse the employee for the cost of the taxi fare incurred for such part or whole journey.

16. Transferred Employees

Where an employee of the Corporation transfers to a position involving the relocation:

between the Sydney Metropolitan area and a regional centre; or,

from a regional centre to the Sydney Metropolitan area; or,

between regional centres,

then financial assistance, including the cost of removal and other expenses, and leave to assist with the move, will be subject to negotiation.

17. Compensation for Business Travel

- 1 Where an employee is required to travel to a temporary work location, the Corporation shall consider the personal convenience of the affected employee.
2. Definitions

The following definitions apply to this Clause 17.

"Excess Travel" for employees who are required to work at a location other than their normal headquarters, means - travelling time outside the ordinary hours of work which exceeds the time normally taken in travelling between the employee's home and headquarters and return.

"Accommodation Arranged by the Corporation" means - accommodation either provided or arranged by the Corporation.

"Prescribed Starting Time" means:-

- (a) for an employee not working under a flexible working hours scheme - the commencement of ordinary daily hours (as defined below) of the Corporation; or
- (b) for an employee working under a flexible working hours scheme - the commencement of bandwidth of the scheme applying to that employee.

"Prescribed Ceasing Time" means:

- (a) for an employee not working under a flexible working hours scheme - the conclusion of ordinary daily hours (as defined below) of the Corporation; or

- (b) for an employee working under a flexible working hours scheme - the conclusion of bandwidth of the scheme applying to that employee.

"Residence" means - the ordinary and permanent place of abode of the employee.

"Ordinary Daily Hours" means:-

- (a) for the purposes of shift workers, as defined, the shift for which the employee was rostered on the day in question; and
- (b) in the case of other employees whose ordinary hours are not specified, the period commencing when the employee commences work at the first work locality or at 8.30 a.m., whichever is the earlier, and continuing until their ordinary daily hours of work have been worked.

"Temporary Work Location" means - the place at or from which the employee temporarily performs work.

"Working Day" means - any day on which the employee's normal roster or standard hours of work specify that the employee works, but does not include any day on which the employee takes a full day's recreation (annual) leave, flex leave, sick leave, extended (long service) leave, or any other form of a full day's paid or unpaid leave.

3. Excess Travelling Time

Where an employee is required to travel outside ordinary hours for work, application may be made for compensation. If it is convenient to the Corporation, equivalent time off in lieu of payment shall be granted for excess time occupied in so travelling, or payment shall be made. Such time off in lieu, or payment, shall be granted subject to:

- (a) where travel is on a non-working day for the employee concerned:
 - (i) only time spent in travelling after 7.00 a.m. shall count; and
 - (ii) travel was undertaken by direction of the Corporation.
- (b) where travel is on a working day only, the time spent in travelling before or after the standard hours, shall count, subject to the conditions in subclause 17.3(c).
- (c)
 - (i) There shall be deducted from an employee's total travelling time on any one day, other than a non-working day, the time normally taken for the periodic journey from home to headquarters and return;
 - (ii) claims of less than one-quarter of an hour on any one day shall be disregarded;
 - (iii) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.00 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee;
 - (iv) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

4. Calculation And Method Of Payment

- (a) Payment for excess travelling time calculated in accordance with the provisions of subclause 17.3, Excess Travelling Time of this clause shall be at the employee's ordinary rate of pay on an hourly basis.

- (b) The rate of payment for excess travel on a non-working day shall be the same as that applying on a working day.
- (c) Employees who are in receipt of a salary in excess of the salary applicable to Pay Step 22 (previously the maximum rate for Grade 5 Clerk), shall be paid travelling time calculated at the rate of Pay Step 22 plus \$1, as adjusted from time-to-time.
- (d) Time off in lieu, or payment, as the case may be, for excess travelling time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

5. Meal Allowances on a One Day Journey

An employee who makes a one day journey on business and who does not require temporary accommodation, shall be reimbursed for actual and reasonable expenses incurred in obtaining a meal subject to the presentation and assessment of receipts.

6. Accommodation Expenses - Employee Arranged Accommodation

- (a) An employee who:
 - works at or from a temporary work location; and
 - is compelled to reside temporarily at a place other than the employee's residence; and
 - is not provided with accommodation arranged by the Corporation,shall be either:
 - (i) reimbursed for actual and reasonable expenses subject to the presentation and assessment of receipts, or
 - (ii) be paid an allowance, based on the prescribed reasonable daily travel allowances set by the Australian Taxation Office for taxation purposes, as prescribed in Item 1 of Schedule 3, of Part B of this Award, for expenses incurred during the time actually spent away from the employee's residence in order to perform that work, subject to the presentation of a receipt for each night's accommodation and subject to subclause 17.6 (b).
- (b) Where an employee chooses to stay in a private residence during the time actually spent away from the employee's residence to perform that work, then the employee shall be reimbursed for actual and reasonable expenses incurred for meals and other expenses, subject to the presentation and assessment of receipts.

7. Accommodation Arranged by the Corporation

(a) Definition

The following definition applies to this sub-clause only:

"Expenses" shall mean - any sundry or minor expenses in relation to food, telephone calls, laundry and dry cleaning, and accommodation in excess of that which would normally have been incurred, had the employee remained at the place of residence.

(b) An employee who:

performs official work at or from a temporary work location; and
is thereby compelled to reside temporarily at a place other than the employee's residence; and
is provided with comfortable accommodation arranged by the Corporation;

shall be reimbursed for any expenses incurred during the time actually spent away from the employee's residence in order to perform that work, subject to the presentation and assessment of receipts.

8. Working at Another Location - General Provisions

- (a) Accommodation Expenses prescribed under either subclause 17.6 or Expenses under subclause 17.7, are not payable in respect of :
- (i) any period that the employee returns to the employee's residence at weekends or public holidays commencing with the time of arrival at that residence and ending at the time of departure from that residence; or
 - (ii) any period of leave except with the approval of the Corporation or as otherwise provided by this Clause; or
 - (iii) any other period during which the employee is absent from the temporary work location otherwise than on official business.
- (b) An employee who is in receipt of expenses under subclauses 17.6 or 17.7 :
- (i) may return to the employee's residence on any weekend or public holiday; and
 - (ii) shall be reimbursed for any actual and reasonable expenses incurred in connection with the necessary period of travel by the employee.
- (c) The Corporation may require an employee, who is in receipt of expenses under subclauses 17.6 or 17.7, to return to the employee's residence if that return would achieve a cost saving to the Corporation.
- (d) Where an employee, who is in receipt of expenses under subclauses 17.6 or 17.7 and cannot return to the employee's residence without being absent from work, the employee may, on occasions and in the manner prescribed by subclauses 17.7(e) and 17.8(f), be granted Paid Leave:
- (h) sufficient to permit the employee to return to that residence at weekends and
- (i) to spend at least two consecutive days and nights at home.
- (e) Paid Leave in accordance with subclause 17.8(d) may be granted after the employee concerned has worked at the temporary work location for three weeks. Thereafter such leave may be granted in respect of each further period of work of four weeks.
- (f) Notwithstanding subclause 17.8(e), Paid Leave under subclause 17.8(d):
- (i) may be granted at Christmas and Easter, where Paid Leave for the appropriate three or four weekly period has not already been granted; and
 - (ii) is forfeited for the appropriate three or four weekly period if the leave is not taken at the time at which it falls due, or where the leave could not be taken at that time because of the Corporation's business priorities, (if the leave is not taken on the next weekend convenient to the Corporation); and
 - (iii) where a period of service at one temporary work location is immediately followed by another such period at a different temporary work location - shall be calculated as though those periods of work were a single period at a single location.

- (g) An employee who is in receipt of expenses under subclause 17.6 or 17.7 and who is granted Paid Leave under subclause 17.8(d) shall be reimbursed for any actual and reasonable expenses incurred in connection with the necessary period of travel by the employee for:
- (i) the journey from the temporary work location to the employee's residence; and
 - (ii) the return from the employee's residence to the temporary work location,
- but is not entitled to Accommodation Expenses under subclause 17.6 in respect of the same period.
- (h) An employee who is in receipt of expenses under the said subclauses 17.6 or 17.7 and who, in ceasing to perform work at a temporary work location, leaves that location, shall be reimbursed for actual and reasonable expenses for:
- the necessary period of travel to return to the employee's residence or
- to take up work at another location.

9. Claims For Payment

- (a) Payment in advance: The Corporation may approve applications for advance payments of travelling expenses. Such applications should detail the approximate expenditure anticipated.
- (b) Time for submitting claims: Claims should be submitted within one month from the completion of the work.

10. Payment for the Use of Private Motor Vehicles

Payment for the use of private motor vehicles shall be as specified in subclause 18.3 and Item 3 of Schedule 3 of Part B of this Award.

18. Higher Duties Allowances

1. Higher Duties

- (a) An employee who has satisfactorily performed, in the opinion of the Chief Executive Officer or delegate, all of the duties and assumed all of the responsibilities of the vacant position during a period of relief shall be paid an allowance equal to the difference between the employee's present salary and the minimum salary for the vacant position.
- (b) An employee who does not undertake all the duties or responsibilities of the vacant position during a period of relief, shall, subject to this clause, be paid that proportion of the allowance referred to in subclause 18.1(a), as determined by the Chief Executive Officer or delegate.
- (c) Except where the Chief Executive Officer or delegate otherwise determines, an allowance shall not be paid under this clause in respect of periods of relief of less than five complete and consecutive working days or in the case of employees working under the twelve hour shift pattern, not less than three consecutive twelve hour shifts.
- (d) During any period of relief in another position, an allowance shall not be paid under this clause in respect of any period of leave, exceeding five complete and consecutive working days, taken by the employee.
- (e) An employee relieving in another position shall not thereby suffer any reduction in salary.
- (f) If an employee relieves part time on a continuing basis, an allowance shall be paid under this clause calculated on a pro rata basis based on the average number of hours worked per week divided by the full time equivalent hours.

19. Expense Related Allowances

1. Definitions

The following definitions apply to this clause.

"Prescribed starting time" means - 7.00am for employees working under a flexible working hours scheme or the scheduled shift starting time for shift workers or the nominated starting time for staff not working under a flexible working hours scheme.

"Prescribed ceasing time" means - 7.00pm for employees working under a flexible working hours scheme or the scheduled shift finishing time for shift workers or the nominated finishing time for staff not working under a flexible working hours scheme.

2. Meal Breaks And Allowances

(a) An employee, when directed to work overtime and who incurs an expense in obtaining a meal and takes a minimum of half-hour unpaid meal break, shall be paid a meal allowance at the respective rate set out in Item 2 of Schedule 3 - Expense Related Allowances of Part B of this Award, when required to:

(i) Commence work at least 1.5 hours before the prescribed starting time.

(ii) Work at least 1.5 hours after the prescribed ceasing time.

(iii) Work more than 5 hours overtime beyond the prescribed ceasing time.

(iv) Work more than 5 hours when called back to work. If more than 8.5 hours is worked on such an occasion, not including the meal breaks, then a subsequent meal allowance is payable.

(v) Work more than 5 hours on a day, which is not the employee's usual or rostered day of work. If more than 8.5 hours of overtime is worked on such an occasion, excluding the meal breaks, then a subsequent meal allowance is payable.

(b) The quantum of these meal allowances shall be adjusted in line with each change published by the Australian Taxation Office to the reasonable overtime meal allowance.

3. Use Of Private Motor Vehicle

(a) An employee who, with the approval of the Corporation, and a Corporation motor vehicle is unavailable, uses a private motor vehicle for the conduct of the Corporation's business shall be paid an allowance as set out in Item 3 of Schedule 3 - Expense Related Allowances of Part B of this Award.

(b) An allowance shall not be paid under (a) to an employee using a private motor vehicle on the Corporation's business unless the employee has in force, while using the vehicle on the Corporation's business, either:

(i) a comprehensive or a third party property motor vehicle insurance policy; or

(ii) a third party property motor vehicle insurance policy, and the employee guarantees that the Corporation shall not be liable for any loss or damage to the employee's vehicle.

(b) Where a Corporation fleet motor vehicle was not available for a journey but the Corporation is of the opinion that public transport was reasonably available for the journey, the amount of any allowance paid under (a) shall not exceed the cost of the journey by public transport.

- (c) The allowance as set out in Item 3 of Schedule 3 - Expense Related Allowances will be paid for the kilometres travelled for the conduct of the Corporation's business, less the kilometres normally travelled by the employee for travel to and from work.
- (d) Where a private vehicle is damaged whilst being used on official business the normal excess insurance charges where prescribed by insurers shall be reimbursed by the Corporation.
- (e) The Corporation shall reimburse to an employee the costs of repairs to broken windscreens where the use of a private vehicle had been approved for official business and the costs cannot be met under insurance policies due to excess clauses.
- (f) Expenses such as tolls etc. shall be refunded to employees using private motor vehicles on official business and where the charge was incurred for travel on such official business.
- (g) Except as otherwise specified in this Award, an employee shall bear the cost of travel to and from work.

4. Garage Allowance

- (a) Where an employee garages a Corporation vehicle in his/her own garage, the employee shall be paid an allowance set out in Item 4 of Schedule 3 - Expense Related Allowances of Part B of this Award, where the use of a garage is essential because of special circumstances associated with his/her duties.
- (b) Where an employee is absent from headquarters and receives an allowance for the use of a private motor vehicle on official business, the employee shall be paid the actual costs incurred for garaging of the vehicle.

5. Home Office Allowance

Employees who:

are based in regional locations outside the Sydney Metropolitan area; and

are not provided with office accommodation by the Corporation; and

use a room at home dedicated solely for the purpose of an office,

shall be paid a Home Office Allowance as prescribed at Item 5 of Schedule 3, Expense Related Allowances of Part B of this Award

6. Uniforms And Protective Clothing

- (a) An employee who is required or authorised by the Corporation to wear a uniform, protective clothing or other specialised clothing in connection with the Corporation's business shall be reimbursed for cleaning and maintaining the uniform or clothing upon production of the relevant receipts.
- (b) Work Clothes for Distribution Officers and Printers at Lidcombe Distribution Centre will be provided in line with the Corporate Policy.

7. Payment Where Allowance Not Adequate or Available

If the Corporation is satisfied that, but for this clause, the actual expenses properly and reasonably incurred by an employee in the performance of the work:

- (a) is not adequately covered by an allowance to which the employee is entitled under this part; or

- (b) is not covered by any allowance payable under this clause, the employee shall be paid an allowance equivalent to the amount of those additional expenses or the amount of those expenses, as the case may be.

20. Leave

1. General Provisions

- (a) An application by an employee for leave under this clause shall be made to and dealt with by the Corporation.
- (b) The Chief Executive Officer or delegate, in dealing with any such application, shall have regard to the exigencies of the Corporation, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- (c) All leave will be calculated in a minimum of one-hour units.
- (d) Leave to Count for Incremental Purposes. The following types of leave are regarded as service for incremental purposes:

recreation (annual) leave;

sick leave;

family and community service leave;

extended (long service) leave, full-pay, double-pay and half-pay;

maternity leave, full-pay and half-pay;

adoption leave;

short paid parental leave;

study time;

leave without pay totalling five days or less in the incremental period;

any period of leave without pay where used for the purposes of part-time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation or transport strikes;

sick leave without pay;

other forms of paid leave.

- (e) Leave to count for leave accrual purposes. The following types of leave are regarded as service for leave accrual purposes:

recreation (annual) leave;

sick leave;

sick leave without pay;

family and community service leave;

personal/carers leave

extended (long service) leave at full-pay;

extended (long service) leave taken on half-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at half the rate;

extended (long service) leave taken on double-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at single-time rate;

maternity leave at full-pay;

maternity leave at half-pay, accrues all leave at half the rate;

unpaid maternity leave does not count as service for determining any leave entitlement, except for extended (long service) leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

adoption leave at full-pay;

adoption leave at half-pay, which accrues all leave at half the rate;

unpaid adoption leave does not count as service for determining any leave entitlement, except for extended (long service) leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

short paid parental leave at full-pay;

short paid parental leave at half-pay, which accrues all leave at half the rate;

unpaid parental leave does not count as service for determining any leave entitlement, except for extended (long service) leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

study time;

leave without pay totalling five days or less in the incremental period;

other forms of paid leave.

- (f) All leave provisions prescribed under this clause shall be read in conjunction with the minimum provisions of the *Industrial Relations Act 1996*.

2. Maternity Leave

- (a) Definitions:

"Birth" includes Stillbirth;

"Expected Date of Birth", in relation to an employee who is pregnant, means a date specified by a Medical Practitioner to be the date on which the Medical Practitioner expects the employee to give birth as a result of pregnancy.

- (b) An employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave:
- (i) for a period of not more than nine weeks on a full-time basis prior to the expected date of birth; and
- (ii) for a further period ending not more than twelve months after the actual date of birth.

- (c) An employee who has been granted maternity leave may, with the permission of the Corporation, take leave after the actual date of birth:
- (i) full-time for a period not exceeding twelve months; or
 - (ii) part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period.

- (d) An employee who has applied for or been granted maternity leave shall, as soon as practical after the termination of the pregnancy (whether by the birth of a living child or otherwise), notify the Corporation of the birth and the date on which it occurred.

- (e) Right of return to former position after Maternity Leave

An employee who resumes work immediately on the expiration of maternity leave, whether taken on a full time or part time basis, shall:

- (i) if the position occupied by the employee immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
 - (ii) if the position so occupied by the employee has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which the employee is qualified and of the same grade or pay range.
- (f) Except as otherwise provided by subclause 20.2(g), maternity leave shall be granted without pay.

- (g) Paid Maternity Leave

An employee who:

- (i) applied for maternity leave within such time and in such manner as the Corporation may from time to time determine; and
 - (ii) prior to the expected date of birth, completed not less than 40 weeks continuous service,
is entitled to payment at the employee's ordinary rate of pay for a period not exceeding fourteen weeks of maternity leave or the period of maternity leave taken, whichever is the lesser period.
- (h) Changes to maternity leave - applications and variations:

- (i) Employee Notification Requirements

An employee shall formally notify the Corporation in writing:

- (a) not less than eight weeks before the expected date of birth, of:
 - (i) the intention to proceed on maternity leave,
 - (ii) the expected date of birth certified by a medical practitioner, and
 - (iii) any maternity leave to be taken on a part-time basis;

- (b) not less than four weeks before the expected date of birth of:
 - (i) the date on which the maternity leave is intended to commence, and
 - (ii) the period of leave to be taken,
subject to notification, within two weeks of the date of birth of a living child, if the birth occurs earlier than the expected date.
- (ii) Variation before Commencement of Leave
Before actually commencing maternity leave, an employee may vary the period, or leave of any part-time arrangement, any number of times.
- (iii) Variation while on Leave
After commencing maternity leave, an employee may vary the period of leave or any part-time arrangement:
 - (a) once without the consent of the Corporation; and
 - (b) any number of times with the consent of the Corporation.
- (iv) Minimum Notice
A minimum of 14 days notice of any variation must be given unless the Corporation may allow a lesser period of notice.
- (v) Employer Notification Requirements
Where the Corporation needs to notify an employee of any change to the arrangements for maternity leave, other than the agreed arrangements, a minimum of 14 days notice must be given.
- (i) Paid Leave Prior to or During Maternity Leave
 - (i) Illness Associated with Pregnancy:
If, because of an illness associated with the pregnancy, an employee is unable to continue to work then the employee can elect to use any available paid leave (sick, recreation (annual) and/or extended (long service) leave) or to take sick leave without pay. Such leave shall cease on the working day immediately preceding the day of commencement of the nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is the sooner.
 - (ii) Other Leave Immediately Prior to Maternity Leave
Where an employee who is not sick, wishes to cease work before the date on which the employee plans to enter on maternity leave, the employee may do so by applying for any available recreation (annual) leave or extended (long service) leave, or for leave without pay.
 - (iii) Other Paid Leave within the Period of Maternity Leave
 - (a) If an employee so elects and subject to the Corporation's convenience, recreation (annual) and/or extended (long service) leave to which the employee is entitled may be combined with maternity leave.

- (b) Leave so granted shall not reduce the entitlement of twelve months unpaid maternity leave.
 - (c) The period over which recreation (annual) and/or extended (long service) leave combined with unpaid maternity leave (full-time or part-time), shall not exceed a total period of two years from the date of birth of the child.
- (j) Premature Birth, Still Birth, Miscarriage
 - (i) Premature Birth

If an employee gives birth prematurely and before commencing the maternity leave for which the employee has applied, the employee shall be treated as being on maternity leave from the date the employee enters on leave to give birth to the child and any previous leave arrangements will be negated.
 - (ii) Still Birth

In the event of a stillbirth, the employee may elect to take available sick leave instead of maternity leave.
 - (iii) Miscarriage

In the event of a miscarriage any absence from work is to be covered by sick leave.
- (k) Alternative Work for Employee at Risk (Reasonable Adjustment)

Where, because of an illness or risk associated with the pregnancy, the employee is unable to carry out the duties of her position, the Corporation shall as far as practicable, provide employment in some other position, the duties of which the employee is able to satisfactorily perform. The position to which the employee is transferred under these circumstances shall be as close as possible to, and salary to, the employee's substantive position.
- (l) Calculation of Increments and Leave Credits
 - (i) Increments

Any period of paid maternity leave (at full or half-pay) shall count as full service for the purposes of determining incremental progression. However, unpaid maternity leave shall not count as service for determining incremental progression, except where increments based on age must be paid on the attainment of the appropriate age.
 - (ii) Leave Credits
 - (a) Maternity leave at full pay shall count as full service for the purposes of determining all forms of leave.
 - (b) Maternity Leave at half pay shall count as service on a pro-rata basis for the purposes of determining all forms of leave.
 - (c) Unpaid maternity leave shall not count as service for determining any form of leave entitlement, except for Extended (long service) Leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months.

(m) Further Pregnancy

(i) General

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave shall be granted if requested.

(ii) Cessation of Current Entitlement to Leave

If the employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from that initial entitlement ceases.

(n) Part-time Maternity Leave

(i) Entitlement

The maximum period of part-time maternity leave which may be granted is two years from the date of birth of the child and must be commenced before the expiration of twelve months' full-time leave.

(ii) Overtime

Where it is essential that an employee on part-time maternity leave be directed to work overtime, the employee shall be paid in the following manner:

(a) For work performed in excess of regular part-time hours up to the ordinary full-time hours per day for that category of staff, at the ordinary hourly rate.

(b) For work performed in excess of the ordinary full-time hours per day for that category of staff, at the rate specified by Clause 10, Overtime, of this Award.

(iii) Allowances

Salary related allowances paid in recognition of duties undertaken during the part-time leave arrangement shall be paid in the same manner. Such allowances include first aid and community language allowances. However, expense related allowances such as travelling allowances, overtime, meal allowances, shall be paid in full if an entitlement to such allowances arises.

(iv) Public Holidays

Employees on part-time maternity leave shall be paid for public holidays which fall on those days on which they would have been at work under the part-time arrangement. Payment shall be made for the number of hours that would have been worked had the day not been a public holiday.

(v) Increments

Hours worked during part-time maternity leave, converted to the full-time equivalent, shall be counted for incremental purposes. The formula by which part-time service is converted to full-time is:

$$\text{Period worked x part-time} \quad \frac{\text{No. of hours per week worked part-time}}{\text{Full-time equivalent hours}} = \text{Full-time service}$$

Employees employed on an incremental scale based on age are to be advanced to the next increment at the appropriate time.

(vi) Return to Full-time Employment

An employee may resume full-time employment by giving the Corporation four weeks' notice. On resumption of full-time work, the period of part-time service shall be converted to the full-time equivalent, and allowed as credit for all leave purposes.

(vii) Leave

(a) Payment for Leave

Unless otherwise specified below, payment for leave granted shall only be for the hours for which the employee would have been at work and at the rate of pay under the part-time leave arrangement.

(b) Concessional Leave

Concessional Leave shall be granted in accordance with the provisions applicable to full-time staff where, under the part-time leave arrangement, an employee would have worked a full day on a day to which concessional leave applies.

(c) Leave Without Pay

Short periods of leave without pay may be granted to cover intermittent absences from work without affecting the continuity of the part-time maternity leave, e.g. during disruptions to public transport, or where recreation (annual) leave has been exhausted.

Extended periods of leave without pay may be granted subject to the usual conditions. However, maternity leave shall cease on the day prior to the commencement of leave without pay.

(d) Recreation (annual) Leave

Recreation (annual) leave for the period of the part-time arrangement shall accrue in accordance with the following formula:

$$\text{Normal accrual for the period} \quad \times \quad \frac{\text{Hours per week worked part-time}}{\text{Full-time equivalent hours}}$$

(e) Sick Leave

Sick leave for the period of the part-time arrangement shall accrue in accordance with the following formula:

$$\text{Annual Entitlement} \quad \times \quad \frac{\text{Hours per week worked part-time}}{\text{Full-time equivalent hours}}$$

(f) Other Leave

All other types of leave shall be granted by the Corporation in accordance with conditions of other relevant sections in this Award.

(o) Payment in Advance

Maternity leave may be paid:

- (i) on a normal fortnightly basis; or
- (ii) in advance in a lump sum; or
- (iii) at the rate of half pay over a period of 28 weeks on a regular fortnightly basis.

(p) Eligibility

An employee's previous continuous service with a Public Sector organisation listed in the schedule to the Transferred Officers Extended Leave Act, 1961, shall be recognised towards the 40 weeks continuous service prescribed in subclause (g)(ii) of this clause and subclause (e)(ii) of clause 20.3.

An employee who has met the conditions for paid maternity leave once will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid maternity leave.

3. Adoption Leave

(a) An employee adopting a child and who will be the primary care giver shall be entitled to adoption leave:

- (i) for a period of up to twelve months if the child is under five years of age at the date of taking custody, or
- (ii) for such period, not exceeding twelve months on a full time basis as the Corporation may determine, if the child is over 5 years of age at the date of taking custody.

(b) An employee who has been granted adoption leave may, with the permission of the Corporation, take leave:

- (i) full-time for a period not exceeding twelve months; or
- (ii) part-time for a period not exceeding two years; or
- (iii) partly full-time and partly part-time over a proportionate period.

(c) Adoption leave commences on the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the employee.

(d) An employee who resumes work immediately on the expiration of adoption leave shall:

- (i) if the position occupied by the employee immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
- (iii) if the position so occupied by the employee has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which the employee is qualified.

- (e) An employee who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the employee's ordinary rate of pay for a period of fourteen weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period, if the employee:
 - (i) applied for adoption leave within the time and in the manner determined by the Corporation; and
 - (ii) prior to the commencement of adoption leave, completed not less than 40 week's continuous service.
- (f) Except as otherwise provided by subclause 20.3 (e), adoption leave shall be granted without pay, unless the employee elects to take accrued recreation leave or extended leave in respect of some or all of the period of adoption leave.
- (g) Special Adoption Leave - An employee shall be entitled to special adoption leave without pay for up to two days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation (annual) leave, extended (long service) leave, family and community service leave, flex time or rostered time off (as applicable).

4. Parental Leave

- (a) Parental Leave is available to an employee who applies for leave to look after their child or children, but is not entitled to Maternity Leave or Adoption Leave:
 - (i) Short Paid Parental Leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the spouse's or partner's pregnancy 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 twelve months, less any short Parental Leave already taken by the employee as provided for in paragraph (i) of this sub-clause.
- (b) Extended Parental Leave may commence at any time up to two years from the date of birth or adoption of the child.
- (c) Short Paid Parental Leave shall be granted for one week at full pay, or two weeks at half pay. Accrued Recreation (Annual) Leave or Extended (Long Service) Leave may also be taken for some or all of the period of Extended Parental Leave.
- (d) An employee is not entitled to take Extended Parental Leave at the same time as the employee's spouse or partner is on maternity or adoption leave.
- (e) An employee who has been granted Parental Leave may, with the permission of the Corporation, take such leave:
 - (i) full-time for a period not exceeding twelve 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.
- (f) An employee who resumes work immediately on the expiration of Parental Leave shall:
 - (i) if the position occupied by the employee immediately before the commencement of that leave still exists - be entitled to be placed in that position; or

- (ii) if the position so occupied by the employee has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which the employee is qualified.

5. Leave Without Pay

- (a) The Corporation may, subject to such conditions as may from time to time be determined, grant leave without pay to an employee if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or part-time basis.
- (c) Where an employee is granted leave without pay for a period not exceeding ten consecutive calendar days, pay may be allowed by the Corporation for such days occurring during that leave as are public holidays throughout the State.
- (d) An employee is not required to exhaust accrued recreation or extended leave before proceeding on leave without pay, but, if the employee elects to combine all or part of accrued recreation leave or extended leave (or both) with leave without pay, paid leave must be taken before leave without pay.

6. Family and Community Service Leave

(a) General

Family and Community Service Leave is leave which may be granted by the Corporation to employees (excluding casual employees) for reasons related to family responsibilities or community service defined in (c) below.

(b) Entitlement

The maximum amount of Family and Community Service Leave on full pay, which may be granted to an employee is:

- (i) two and a half working days during the first twelve months of service; or
- (ii) five working days in any period of two years after the completion of twelve months service: or
- (iii) one working day for each completed year of service after two years' continuous service less any period of Family and Community Service Leave or Short Leave previously granted to the employee.

(c) Leave Circumstances

- (i) Employees can utilise this leave to meet family activities and community service responsibilities. This could include a need to respond to an emergency situation, for example:

the illness of a relative;

where a carer is unable to look after a child;

to arrange and/or attend a funeral of a relative; or

where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property.

- (ii) It could also be used in the event of some planned absences or where advance notice is given, for example:

to accompany a relative to a medical appointment where there is no element of emergency;

parent/teacher meetings;

Education Week activities;

to meet elder care requirements of a relative.

- (iii) Leave for other family and community service requirements may be granted to employees, at the discretion of the Chief Executive Officer or delegate, in matters such as those relating to:

accommodation,

citizenship,

motor vehicle accidents on the way to work,

representing Australia or the State in major amateur sport (other than in Olympic/Commonwealth Games), and

office holders in local government for attendance at meetings, conferences or other associated duties.

- (d) Exclusions from Grant

- (i) An employee is not to be granted Family and Community Services Leave in respect of attendance at court, which is provided for in subclause 20.12 (c).

- (e) Other Considerations

- (i) The definition of "family or relative" for these purposes is:

(a) the spouse or former spouse of the employee. Spouse includes the employee's partner in a de facto relationship. 'De facto relationship' has the same meaning as in the *Property Relationships Act 1984 (NSW)* and includes same-sex partners.

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

(c) a relative of the employee who is a member of the same household where, for the purposes of this sub clause:

1. 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;

2. 'affinity' means - the relationship that one spouse or partner has to the relatives of another;

3. 'household' means - a family group living in the same domestic dwelling.

- (ii) In 20.6 (b), Short Leave has the meaning previously given to it in the replaced NSW Lotteries (Salaries and Conditions of Employment) Award published 5 February 1993 (273 IG 261).

7. Recreation (Annual) Leave

- (a) Recreation (annual) leave on full pay accrues to employees at the rate of 20 working days per year.
- (b) Subject to the approval of the Corporation, additional recreation (annual) leave on full pay accrues to employees indefinitely stationed in the Western or Central Division of the State at the rate of five working days per year. Each employee indefinitely stationed in the Western or Central Division has the option of cashing in the additional five working days leave in December each year.
- (c) In this clause, "Western or Central Division of the State" means the Western Division or Central Division described in the Second Schedule to the *Crown Lands Consolidation Act 1913*.
- (d) Shift workers who are rostered to work on Sundays and/or Public Holidays during the period of 1 December to 30 November, or part thereof, shall be entitled to receive additional recreation (annual) leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during 1 December - 30 November or part thereof	Number of additional days leave
4-10	1
11-17	2
18-24	3
25-31	4
32 or more	5

Each shift worker who is granted additional recreation (annual) leave under this subclause, has the option of cashing in that additional leave (i.e. 1 to 5 days) in December each year.

- (e) Recreation (annual) leave accrues from month to month only, but for the purpose of calculating recreation (annual) leave which may be due on cessation of employment, credit shall be given for periods of service of less than one month.
- (f) Recreation (annual) leave accrued and not taken by an employee owing to exigencies of the Corporation or for any other reason the Chief Executive Officer or delegate considers sufficient, accumulates up to a maximum of 40 working days.
- (g) Subject to this clause, all recreation (annual) leave accruing in excess of 40 working days is forfeited, except for shift workers who can accrue 50 working days.
- (h) The Corporation may direct an employee to take at such time as is convenient to the working of the Corporation, recreation (annual) leave accrued, but as far as is practical the wishes of the employee concerned are to be taken into consideration in directing the time for the taking of leave. At least two weeks recreation (annual) leave shall be taken by an employee during each leave year from 1 December to 30 November in the following year, unless an employee has insufficient paid leave available.
- (i) If the Corporation is satisfied that an employee is prevented from taking an amount of recreation (annual) leave sufficient to reduce the accrued leave below 40 working days, the leave accrued in excess of 40 working days shall, if the Chief Executive Officer or delegate so directs, not be forfeited.

8. Annual Leave Loading

- (a) Employees shall be entitled to payment of an annual leave loading of 17.5% of the monetary value of up to four weeks recreation (annual) leave accrued in a leave year (commencing on 1

December of each year and ends on 30 November of the following year), subject to the following provisions:

- (i) Where additional recreation (annual) leave is accrued as compensation for work performed regularly on Sundays and Public Holidays, the annual leave loading shall be calculated on a maximum of five weeks leave.
- (ii) Shift workers proceeding on recreation (annual) leave are eligible to receive the higher of either:
 - (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation (annual) leave, or
 - (b) 17.5% annual leave loading as provided above.
- (iii) In the case of seven day continuous shift workers, the 17.5% loading shall be calculated on the basis of 17.5% of five weeks ordinary salary or wages. Seven day shift workers who are entitled to additional leave or additional payment, shall be paid an annual leave loading on such additional days, in addition to the normal annual leave loading on four weeks leave.
- (iv) Payment of annual leave loading shall not be made on any recreation (annual) leave taken in the first "leave year" of an employee's employment, i.e. from the date of employment to the following 30 November. The loading on leave accrued in the employee's first "leave year" of employment shall be paid during the second "leave year" of employment.
- (v) The leave loading is to be paid on the first occasion in a leave year, other than in the first leave year, when an employee takes at least two consecutive weeks' leave for recreation purposes and some of the leave is recreation (annual) leave.
- (vi) In the event that an employee has not taken such a period of leave by 30 November each year, that employee is to be paid the monetary value of that annual leave loading based on leave accrued as at 30 November of the previous leave year.
- (vii) An employee who resigns, retires or is terminated, for any reason other than serious and intentional misconduct, is paid an annual leave loading if the loading would have been due had the employee proceeded on two consecutive weeks leave.
- (viii) No annual leave loading is payable on resignation or dismissal for misconduct regardless of whether the recreation (annual) leave to credit is taken as leave or as a lump sum payment.
- (ix) Broken service does not attract the annual leave loading. An employee who resigns and is subsequently re-employed, has only that service from the date of re-employment recognised for annual leave loading purposes.
- (x) Calculation of the loading is to be based on the ordinary salary rate at the time the leave is taken. Any new rate granted by award, agreement, determination, National Wage Case Decision, increment, etc. during the period of leave is to be taken into account in the calculation of loading, unless otherwise prescribed. If necessary, retrospective adjustment of the loading is to be made.
- (xi) Where payment is to be made at 30 November under the provisions of paragraph (vi) of this subclause, such payment shall be 17.5% of the recreation (annual) leave accrued as at the previous 30 November but calculated on the current rate of pay and subject to the provisions of paragraphs (i) to (iii) of this subclause.

- (b) Provided adequate notice is given the annual leave loading will be paid prior to entry on leave and normally at the same time as the advance of salary.
- (c) Except in cases of voluntary redundancy, proportionate annual leave loading is not payable on cessation of employment for any reason.

9. Sick Leave

- (a) Sick leave on full pay accrues to an employee at the rate of 15 days each calendar year, and any such accrued leave which is not taken is cumulative.
- (b) Sick leave on full pay accrues at the beginning of the calendar year, but if an employee is appointed during a calendar year, sick leave on full pay accrues on the date the employee commences work at the rate of 1.25 days for each complete month before the next 1 January.
- (c) Sick leave without pay shall be counted as service for the accrual of further sick leave, provided such leave shall not be granted during the currency of the sick leave without pay.
- (d) For the purposes of determining the amount of sick leave accrued where sick leave is granted on less than full pay, the amount of sick leave granted shall be converted to its full pay equivalent.
- (e) If an employee who is on recreation (annual) leave or extended (long service) leave furnishes to the Corporation a satisfactory medical certificate in respect of illness occurring during that leave, the Corporation may, subject to the provisions of this part relating to sick leave, grant sick leave to the employee for the following period:
 - (i) in the case of an employee on recreation (annual) leave - the period set out in the medical certificate;
 - (ii) in the case of an employee on extended leave - the period set out in the medical certificate, except if that period is less than five working days.
- (f) Subclause 20.9 (e) applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (g) The Corporation may grant additional (special) sick leave as outlined in subclause 20.9 (h) to an employee who:
 - (i) has exhausted the sick leave entitlement, which may be granted under subclauses 20.9 (a) and (b);
 - (ii) has had ten or more years of service; and
 - (iii) is absent on sick leave for a period of at least three months duration.
- (h) Special sick leave may be granted as follows:

Completed Years of Service	No of Working Days
10	22
20	44
30	66
40	88
50	110

10.

(a) Sick Leave - Workers' Compensation

- (i) This clause applies where an employee is, or becomes, unable to attend for work, or to continues to attend work in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987*.
- (ii) If an employee has made a claim for any such compensation, the employee may, pending the determination of that claim and subject to the provisions of this Part relating to sick leave and to subclause 20.10 (a)(iv) and (vii) be granted by the Corporation sick leave on full pay for which the employee is eligible. If that claim is accepted the equivalent period of any such sick leave shall be restored to the credit of the employee.
- (iii) An employee who continues in receipt of compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may, subject to the provisions of this Part relating to sick leave and to subclause 20.10 (a)(vii), be paid an amount representing the difference between the amount of compensation payable under that Act and the ordinary rate of pay of the employee. The sick leave equivalent to the amount of the difference so paid shall be debited against the employee.
- (iv) If an employee referred to in subclause 20.10 (a) notifies the Corporation that he or she does not intend to make a claim for any such compensation, sick leave on full pay may be granted by the Corporation.
- (v) If an employee, who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act, refuses to submit to or in any way obstructs any such examination, the employee shall not be granted sick leave on full pay until that examination has taken place. In addition, a medical certificate shall be given indicating that the employee is not fit to resume work.
- (vi) If as a result of any such medical examination, a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the employee or the kind of employment for which the employee is fit, and the Corporation makes available to the employee employment falling within the terms of that certificate and the employee refuses or fails to resume or perform the employment so provided, all payments in accordance with this clause shall cease from the date of that refusal or failure.
- (vii) Notwithstanding, subclause 20.10(a)(ii) or (iii), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to Section 51 of the *Workers Compensation Act 1987*, there shall be no further sick leave granted on full pay.

(b) Sick Leave - Other Than Workers' Compensation

- (i) If the circumstances of an injury to or illness of an employee may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may be granted to the employee. This is subject to the completion by the employee of an undertaking, in a form approved by the Corporation, that any such claim if made will include a claim for the value of any period of sick leave on full pay granted. In the event that the employee receives or recovers damages or compensation pursuant to the claim for loss of salary or wages during any such period of sick leave, the employee will repay the Corporation such money as is paid by the Corporation in respect of any such period of sick leave.
- (ii) Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking except with the express approval of the Corporation given on the grounds that the refusal or failure is unavoidable in the circumstances.

- (iii) On repayment made to the Corporation pursuant to an undertaking given by an employee, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the employee, shall be restored to the credit of the employee.

11. Military Leave

- (a) The Corporation may, during the period of twelve months commencing on 1st July each year, grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (b) The Chief Executive Officer or delegate may grant up to 24 working days military leave per year to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve.
- (c) Applications for military leave shall be accompanied by satisfactory evidence of the necessity for attendance and at the expiration of military leave the employee shall furnish to the Corporation a signed certificate of attendance stating the period for which the member of the Reserves attended.
- (d) Any further leave required in excess of that provided in subclause (b) shall be taken as recreation (annual) leave or extended (long service) leave credits or taken as leave without pay.

12. Other Forms Of Paid Leave

(a) Examination Leave

- (i) Paid leave up to a maximum of five days in any one year may be granted to an employee, as defined at subclause 21.1, for the purpose of attending examinations for courses of study approved by the Corporation, including deferred examinations and examinations in subjects which are being repeated. This leave can include any time necessary for travel to or from the place at which the examination is held.
- (ii) Paid leave is not available where an examination is conducted within the normal class timetable during the term or semester and Study Time has been granted to the employee.

(b) Jury Service

- (i) An employee shall, as soon as possible, notify the Corporation of the details of any jury summons served on the employee.
- (ii) An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, furnish to the Corporation any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendance(s) by the employee and the details of any payment made to the employee in respect of any such period.
- (iii) The Corporation shall, in respect of any period during which an employee was required to be at work:

upon receipt of any such certificate of attendance - grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, Paid Leave on full pay; or

in any other case grant at the sole election of the employee either Recreation (Annual) Leave on full pay; or Leave Without Pay.

- (c) Court Attendance
- (i) Employees who are called as witnesses to court proceedings in relation to their work for the Corporation, shall be regarded as being at work for those periods they are necessarily absent from work and shall be reimbursed by the Corporation for any expenses incurred.
 - (ii) Employees subpoenaed or called as witnesses by the Crown (whether in the right of the State or of the Commonwealth in a private capacity) are to be granted paid leave for the period they are necessarily absent from work. Such employees shall pay the Corporation all monies paid to them as witnesses, other than moneys paid as a reimbursement of necessary expenses incurred by them as a result of being subpoenaed or called as a witness.
 - (iii) Employees subpoenaed or called as witnesses in their private capacity other than by the Crown (whether in the right of the State or the Commonwealth) are to be granted leave without pay for the period they are necessarily absent from work. If they wish, however, they may take recreation (annual) leave to credit to offset their absence from work and may retain moneys paid to them as witnesses.
- (d) Traffic Offences Occurring in the Course of Employment
- (i) Paid leave shall be granted for the period necessary to attend court where an employee has been charged with a traffic offence while driving in the course of work and is acquitted. Where that employee is charged with a traffic offence and the charge is found proven, recreation (annual) leave to credit and/or leave without pay is to be granted at the election of the employee.
 - (ii) Where an employee is a witness and gives evidence regarding a traffic offence alleged to have been committed by another in the course of the latter's work, paid leave is to be granted to that witness for the period necessary to attend court.
- (e) Emergency Service Leave
- (i) Where an employee is a volunteer member of an approved organisation, up to five days paid leave in any period of twelve months may be granted when called upon to assist as a volunteer of one of these organisations.
 - (ii) Where an emergency is declared under Section 44 of the Rural Fires Act, 1997, or under other relevant legislation or by the Premier, employees who volunteer to assist in the emergency are to be granted paid leave with no upper limit to the leave which may be granted. Leave granted during declared emergencies is not to count towards the five day upper limit specified in this sub-clause.
 - (iii) An application for leave must be accompanied by a statement from the local or Divisional Controller, the Fire Controller, Deputy Fire Controller or the Police, certifying the times of attendance. The leave application should indicate the period and area of attendance together with the name of the organisation to which the volunteer member belonged.
 - (iv) Where an employee remains on emergency work for several days, the Corporation may grant paid leave to allow the employee reasonable time for rest before returning to normal duties. Where an employee does not remain on emergency work for several days but assists in a rescue at such time as it would be unreasonable to expect the employee to report for work at normal time, then up to one day's paid leave for rest purposes may be granted. In the case of an emergency other than a declared emergency, this leave is to be included in the general limit of five days in any period of twelve months.
 - (v) Paid leave shall be granted to employees who are nominated by a recognised organisation, to attend courses approved by State Emergency Services or the Rural Fire Service.

(f) Trade Union Activities

Paid leave shall be granted up to a maximum of twelve days in any period of two years to an employee to attend courses or seminars, conducted by the Trade Union Education Foundation or the employee's union, or a training provider nominated by the employee's union, and is subject to the following conditions:

- (i) that operating requirements of the division/ branch permit the grant of leave and the employee's absence does not require the employment of relief staff;
- (ii) leave granted for this purpose will count as service for all purposes;
- (iii) all travelling and associated expenses being met by the employee or their union;
- (iv) attendance being confirmed in writing by the employee's union or the nominated training provider.

(g) Attendance at union annual conference

Paid Leave is available to an employee, accredited by a union as a delegate, to attend the annual conference of the employee's union in accordance with the guidelines applying to NSW Public Servants from time to time.

(h) Ex- Armed Services Personnel

Up to six and a half working day's paid leave is available to former armed services personnel, in any period of 12 months, for the purposes of:

attending a hospital or medical practitioner for review,

periodic examination of a war caused disability,

obtaining, replacing or having repaired an artificial limb, prosthesis or surgical appliance; or

attending the Department of Veterans' Affairs in connection with claims made for military pensions.

(i) Attendance at Graduation & Academic Ceremonies

- (i) Paid leave of up to a half day shall be available, subject to the Corporation's convenience, to an employee who has completed a tertiary course of study to attend the ceremony at which the degree, diploma or certificate is conferred.
- (ii) Paid leave of up to a half day may be granted by the Corporation, for employees to attend ceremonies at which they receive awards for outstanding academic work.

(j) Blood donors

Employees may be granted paid leave to give blood, with such leave being restricted to the time reasonably necessary.

(k) Bone Marrow Donors

Paid leave may be granted up to a maximum of five days in any period of twelve months to an employee, who is listed on the Australian Bone Marrow Donor Registry and is called upon to donate.

(l) Attendance at Retirement Preparation Seminars

Employees invited to attend retirement preparation seminars may be granted paid leave of up to two days to attend such seminars when conducted by the Superannuation Administration Corporation.

(m) Professional or Learned Society Meetings within Australia

Employees who are financial members of professional or learned societies may apply for leave to attend meetings in Australia of those societies.

Up to five days paid leave for attendance at and travelling to and from the conference may be granted provided:

it is in the interest of the Corporation for the person to attend;

the matters to be dealt with are directly associated with the work of the Corporation;

it is convenient to the Corporation for that person to be absent from work;

the full details of the proposed itinerary are submitted; and

the employee has not been granted leave for similar purposes during the previous twelve months.

(n) Olympic and Commonwealth Games

Employees who are selected to represent Australia as competitors or officials at either the Olympic or Commonwealth Games, may be granted paid leave for the period of such Games. The same concessions may be applied to competitors or officials taking part in the equivalent Games for the disabled.

(o) National Aborigines and Torres Strait Islander Day

An employee who identifies as an Aborigine or Torres Strait Islander may be granted up to one day's paid leave to enable the employee to participate in National Day celebrations.

(p) First-aid Officers - Training or Re Training

Paid leave is available for attendance at courses conducted to train/re train first-aid officers in order to meet the needs of the Corporation. In such cases, the cost of the course may be met from the Corporation's funds provided that the employee is nominated by the Corporation to attend the course.

13. Concessional Leave

(a) The Corporation shall grant to employees, a half-day's concessional leave to be taken on either Christmas Eve or New Year's Eve.

(b) The following provisions shall apply in respect of such leave:

(i) To be eligible to receive the concession, employees must be at work in the morning and must work at least a half-day. In this context, a half-day means half the minimum daily contract hours for the appropriate category of staff;

(ii) Employees who are on leave on the concessional leave day are not entitled to claim a half-day's credit as concessional leave; and

- (iii) Employees who are directed to remain at work for the full day shall be granted time off equal to one half-day, such leave to be taken at the Corporation's convenience before 31 March each year in respect of the Christmas concession.

14. Personal/Carer's Leave

- (a) When Family and Community Service Leave as prescribed at subclause 20.6, either has been exhausted or does not apply, then Personal/ Carer's Leave may be granted in the following form:

- (i) An employee who is responsible for the care and support of a family member as defined in subclause 20.14(b) may be granted sick leave available from their current year's annual sick leave entitlement, minus any sick leave already taken. In addition to the current year's grant of available sick leave, sick leave that accrued from service in the previous 3 years may also be accessed.

In special circumstances, the Chief Executive Officer may grant sick leave that accrued during service in the period prior to the 3 years referred to above. These special circumstances do not include a staff member's intention to take all or most of their accrued sick leave in order to provide full time care to a sick family member for a prolonged period or for an indefinite period of time.

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

- (b) The entitlement to use Sick Leave in accordance with this subclause is subject to the person concerned being:

the spouse or former spouse of the employee. Spouse includes the employee's partner in a de facto relationship. 'De facto relationship' has the same meaning as in the *Property Relationships Act 1984* (NSW) and includes same-sex partners.

a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child) of that employee;

parent (including foster parent and legal guardian) of the employee;

grandparent or grandchild of the employee;

sibling (including the sibling of a spouse or de facto spouse) of the employee;

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

1. "relative" means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
2. "affinity" means - a relationship that one spouse or partner has to the relatives of the other another;
3. "household" means - a family group living in the same domestic dwelling.

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

(d) Unpaid Leave for Family Purposes

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 20.14(b) above who is ill.

(e) Recreation (Annual) Leave

An employee may elect to take recreation (annual) leave in multiples of one hour pursuant to subclause 20.7 of the Award for the purpose of providing care and support to a member of a class of person set out in above who is ill.

(f) Time Off in Lieu of Payment for Overtime

(i) For the purpose only of providing care and support for a person in accordance with subclause 20.14(b) above, and despite the overtime provision of this Award, the following provisions shall apply.

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

(iii) If, having elected to take time off as leave in accordance with subclause 20.14(f)(ii) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

(iv) Where no election is made in accordance with subclause 20.14(f)(ii) the employee shall be paid overtime rates in accordance with Award.

(g) Make-up Time

(i) 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.

(ii) An employee on shift work may elect, with the consent of the employer, to work make-up time (under which the employee takes time off ordinary hours and works those hours at a later time). At the shift work rate which would have been applicable to the hours taken off.

(h) Rostered Days Off

(i) The following will apply only to those employees working under a rostered shift work arrangement in which time worked during each shift is accrued towards the taking of a Rostered Day Off.

(a) For the purpose only of providing care and support for a person in accordance with subclause 20.14(b) above, an employee may elect, with the consent of the employer, to take a rostered day off on a day other than the usual rostered day off.

(b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

(c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and the employee, or subject to reasonable notice by the employee or the employer.

15. Extended (Long Service) Leave

(a) Subject to this clause, an employee is entitled:

(i) after service of seven years, to leave of 30.8 days on full pay or 61.6 days on half pay; and

(ii) after service of seven years to ten years, to:

leave as provided by subclause 20.15 (a)(i); and

in addition, an amount of leave proportionate to the employee's length of service after seven years, calculated on the basis of two months (44 days) for ten years on full pay or four months (88 days) on half pay

(iii) after service in excess of ten years, to:

leave as provided by subclause 20.15 (a)(i); and

in addition, an amount of leave proportionate to the employee's length of service after ten years, calculated on the basis of five months on full pay, or ten months on half pay, for ten years served after service for ten years.

Extended leave shall be taken at a time mutually convenient to NSW Lotteries and the employee in minimum periods of five working days (or 4 shifts for 12 hour shift workers), except when an employee has exhausted their paid sick leave entitlement.

(c) Double Pay Extended Leave

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

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

Where an employee elects to take extended leave at double pay, a minimum period of one week must be taken, i.e. one week leave utilising two weeks of accrued leave.

(d) Extended Leave to count as service

Extended leave taken on full pay counts as service for all purposes.

Extended leave taken on double pay counts as service at the single time rate for all purposes.

Extended leave taken on half pay counts as service for all purposes except for recreation leave.

(e) Public Holidays during Extended Leave

Public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employee's leave entitlement.

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

(f) For the purpose of calculating the entitlement of an employee to extended (long service) leave under this clause at any time:

- (i) service referred to in this clause includes service before the commencement of this Award; and
 - (ii) there must be deducted from the amount of extended (long service) leave to which, but for this paragraph, that employee would be entitled:
 - any extended (long service) leave, or leave in the nature of extended leave; and
 - the equivalent, in extended (long service) leave, of any benefit instead of extended leave or leave in the nature of extended leave,
 - taken or received by that employee before that time, including any such leave taken, or benefit received, by that person in accordance with the *Public Service (Amendment) Act 1919* as in force at any time; and
 - (iii) the provisions of the Transferred Officers Extended Leave Act 1961 have effect.
- (g) Nothing in subclause 20.15 (f) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both subclause 20.15 (f) (ii) and Section 3 (7) of the Transferred Officers Extended Leave Act 1961.
- (h) If the services of an employee with at least five years service and less than seven years service are terminated:
- (i) by the Corporation for any reason other than the employee's serious and intentional misconduct; or
 - (ii) by the employee on account of illness, incapacity or domestic or other pressing necessity;
- then the employee is entitled:
- (iii) for five years service, to one month's leave on full pay; and
 - (iv) for service after five years, to a proportionate amount of leave on full pay calculated on the basis of 30.8 days leave for seven years service.
- (i) For the purposes of subclause 20.15 (a), "service" includes:
- (i) service under the *Teaching Service Act 1970*; and
 - (ii) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*; and
 - (iii) in the case of an employee who has completed at least ten years service - any period of leave without pay not exceeding six months, taken after that commencement.
- (j) In subclause 20.15(i) (iii), for the purpose of determining whether or not an employee has completed at least seven years service, the employee's period of service shall be taken:
- (i) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*; and
 - (ii) to exclude any period of leave without pay taken after the commencement.
- (k) For the purposes of subclause 20.15 (h), "service" does not include any period of leave without pay whether taken before or after the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.

- (l)
- (i) An employee who has acquired a right to extended leave with pay under subclause 20.15(a) is entitled, immediately on the termination of the employee's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the employee may be otherwise entitled;
 - (ii) any pension to which such employee is entitled under the *Superannuation Act 1916* commences from and including the date on which the employee's extended (long service) leave if taken, would have commenced.
- (m) If an employee has acquired a right under this clause to extended leave with pay and dies before starting it, or after starting it dies before which it:
- (i) the widow or widower of the employee; or
 - (ii) if there is no such widow or widower, the children of the employee; or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Corporation was, at the time of the employee's death, a dependent relative of the employee;
- is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the employee received at the time of his or her death, less any amount paid to the employee in respect of the leave taken or not completed.
- (n) If an employee with at least five years service and less than seven years service as referred to in subclause 20.15 (h) dies:
- (i) the widow or widower of the employee; or
 - (ii) if there is no such widow or widower, the children of the employee; or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Corporation, was, at the time of the death of the employee, a dependent relative of the employee;
- is entitled to receive the money value of the leave which would have accrued to the employee had his or her services terminated as referred to in subclause 20.15 (h), computed at the rate of salary that the employee was receiving at the time of his or her death.
- (o) If there is a guardian of any children entitled under subclause 20.15 (m) or 20.15 (n), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (p) If there is no person entitled under subclause 20.15 (m) or 20.15 (n) to receive the money value of any leave not taken or not completed by an employee or which would have accrued to an employee, payment in respect of that leave must be made to the employee's personal representatives.
- (q) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (r) If payment of the money value of leave has been made under this Award, the Corporation ceases to be liable for payment of any amount in respect of that leave.

21. Time Off for External Study

1. The following definitions apply in this clause 21:

"Accrual" shall mean - the aggregation of study time granted for private purposes, by foregoing taking time off each week.

"Accumulation" shall mean - the aggregation of short periods of study time granted for private study purposes.

"Approved Course" shall mean - a course approved by the Corporation.

"Employee" means - a permanent full-time or part-time employee who has successfully completed their probationary period pursuant to subclause 23.5(b), but excludes all other categories of employees, namely full-time and part-time employees on probation, temporary employees and casual employees.

"Part-time Course" shall mean - a course undertaken concurrently with employment and shall include courses involving face to face or oral instruction and those conducted externally to the institution through correspondence study.

2. "STUDY ASSISTANCE" is available as:

- (a) "Study Time" shall mean - time allowed off from work granted on full pay, to permanent employees who are studying in approved part-time courses relevant to the Corporation.
- (b) "Examination Leave" shall be granted as paid leave on full pay, up to a maximum of five days in any period of 12 months for courses of study (either by face-to-face classes or by correspondence) which are approved in accordance with this clause.

The period granted is to include:

- (i) time actually involved in the examination;
- (ii) necessary travelling time;

but is limited to a maximum of five days in any one year and is not available where an examination is conducted within the normal class timetable during the term/semester, and study time has been granted to the candidate. It may be granted for deferred examinations, and in respect of repeat studies.

but is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted for the permanent employee.

3. General Conditions for the Granting of Study Time

- (a) Study time is available to both full and part time employees. Part time employees shall be entitled to a pro rata allocation of study time to that of a full time employee.

Study time may be granted at full pay to employees who are studying on a part-time basis. It is not to be granted to an employee to attend a course organised essentially for full-time students, or which, in later stages, requires full-time attendance.

- (b) In determining whether it is convenient to grant study time, the Corporation will consider:

- (i) the number and length of proposed absences, whether for attendance at classes or private study;
- (ii) any proposal to combine study time with other leave to increase length of absence;

- (iii) any proposal for how and when any additional study time will be made up.
- (c) Supervisors/Managers must ensure that:
 - (i) an adequate level of service is maintained;
 - (ii) additional leave is made up effectively; and
 - (iii) any study time arrangements are adequately supervised.
- (d) The Chief Executive Officer or delegate has the power to grant or refuse study time. Any refusals are to be dealt with in accordance with the Grievance and Dispute Resolution Procedures at Clause 34.

4. Use Of Study Time

Study time may be used for:

- (a) attending compulsory lectures, tutorials, residential schools, field days etc, where these are held during working hours; and/or
- (b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- (c) private study; and/or
- (d) accumulation, as set out in subclause 21.11.

5. Methods of Taking Study Time

Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period.

Face-to-Face

Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.

Correspondence

Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools, subject to the stated conditions.

6. Study Time Not Taken

Study time is an expendable grant, which if not used at the nominated time, is lost. In an emergency situation an employee may have to forego their normal study time. In these circumstances, and if convenient to the Corporation, the time may be granted on another day in the same week.

7. Refusal of Study Time Application

- (a) Where an application for study time is refused:
 - (i) this advice must be given to the employee so that the employee has sufficient time to consider alternatives;
 - (ii) counselling must be available to assist an employee in considering alternatives; and
 - (iii) the reasons for refusal must be clearly and promptly stated, in writing, to the employee.

- (b) Where study time has been refused, an employee has the opportunity for prompt review of the refusal, and the Corporation's Grievance and Dispute Resolution Procedures shall apply.

8. Courses Eligible for Study Time

Approved courses for which Study Time, as defined at subclause 21.2 (a), is approved shall meet the following criteria:

- (a)
 - (i) lead to a recognised qualification; or
 - (ii) be a TAFE special course; or
 - (iii) be a bridging/qualifying course; or
 - (iv) be an incidental subject which forms part of a course for which study time would be available.
- (b)
 - (i) be administered by a public institution;
 - (ii) be accredited by the Higher Education Unit of the Ministry of Education and Youth Affairs; or
 - (iii) lead to membership of a registered professional organisation;
 - (iv) be able to be taken on a part-time basis.
- (c) Study time may be granted for more than one course at the same time, provided that the two courses together result in a part-time load. Regardless of the number of courses studied at one time, the maximum grant remains four hours per week.

9. Calculation of Study Time Grant

- (a) Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week, which is not required to be made up.
- (b) Where there are block attendance requirements or field days, the grant is calculated by:
 - (i) totalling the attendance requirement, in hours, for the semester;
 - (ii) dividing this amount by two;
 - (iii) dividing this by the number of weeks in the semester that lectures are held; and
 - (iv) this amount, or four hours, whichever is the lesser, is the weekly amount granted.

10. Making Up Excess Time Off

- (a) Study time up to four hours per week is not required to be made up. However, hours in excess of four, and up to a maximum of five additional hours in any one week, must be made up.
- (b) In the case of repeated subjects all time must be made up, subject to the provisions of subclause 21.13.
- (c) Time must be made up during the week concerned or later if approved by the Corporation.

- (d) Time off is not to be made up during the lunch break.
- (e) Study time to be made up (i.e. in excess of four hours per week) may be made up either in advance or in retrospect. Where flexible working hours apply, the time must be made up within the framework of Clause 9 of this Award.

11. Accumulation

- (a) Employees may choose to accumulate part or all of their study time.
- (b) Accumulated study time may be taken in any manner or at any time.
- (c) Employees on rotating shifts may accumulate study time so that they can take study time for a full shift, where this would be more convenient to both the employee and the Corporation.
- (d) Employees attempting courses, which provide for annual examinations, may vary their election as to accrual, made at the commencement of an academic year, effective from 1 July in that year.

Accordingly, an employee may elect to accrue study time at the start of an academic year and may then vary this election as at 1st July so as to take weekly study time for the remainder of the year and vice versa. Where an employee commences employment after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner. Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.

12. Correspondence Courses

- (a) Correspondence students are granted study time in the manner outlined in subclause 21.9, i.e., half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week. Where there is no corresponding face-to-face course, the institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (b) Correspondence students may accumulate their study time as outlined in subclause 21.11 in order to cover any compulsory residential schools.
- (c) Subject to the provisions of subclause 21.11 study time is available for any one subject studied by correspondence for only one academic year.

13. Repeat Subjects

Ordinarily study time will not be granted to an employee for repeat subjects unless evidence can be provided that the failure was caused by circumstances beyond his/her control, such as sickness, domestic circumstances, or excessive demands on his/her work responsibilities.

14. Courses Involving Research and Thesis

- (a) Block periods of study time may be granted to employees in relation to the research and thesis component of:
 - (i) higher degrees;
 - (ii) qualifying studies for admission to higher degrees; or
 - (iii) honours studies.
- (b) These block periods may be granted on the following basis:

- (i) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
- (ii) for qualifying studies entirely by thesis the grant is ten days;
- (iii) for masters degree studies by research and thesis only, the total grant is:
 - 25 days for courses of two years minimum duration;
 - 35 days for courses of three years minimum duration; and
 - for doctoral studies, the total grant for the course of 45 days.

15. Examination Leave

Examination Leave of up to maximum of five days in any year may be granted to an employee for the purpose of attending examinations for an approved course of study pursuant to subclause 20.12(a).

22. Staff Development and Training Activities

1. Definition

For the purpose of this part, the following are regarded as staff development and training "activities":

- (a) all staff development courses either conducted by, or on behalf of the Corporation;
- (b) short educational and training courses conducted by generally recognised public or private educational bodies; and
- (c) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

The above definition does NOT include the following:

activities for which Study Time or Examination Leave are appropriate;

activities where other provisions in this Award apply (e.g., courses conducted or supported by Trade Unions); and

activities which are of no specific relevance to the Corporation.

2. Types Of Activities

The activities defined above can be grouped into two types:

- (a) Activities considered by the Corporation to be both essential for the efficient operation of the organisation and developmental for employees. Such training activities would include the courses, which are directly related to the work of employees and seen as essential for the employees to perform their work.
- (b) Activities considered principally of benefit to the employee and indirectly of benefit to the Corporation.

Attendance of employees at conferences or professional societies, or a series of lectures conducted by an educational institution, are examples of such activities.

3. Attendance At Work

Attendance of employees at activities described in subclauses 22.2 (a) would be regarded as being at work. This means that where employees attended such an activity during normal working hours, they would be regarded as being at work for the purposes of payment of salary.

4. Conditions for Activities Considered Essential for the Efficient Operation of the Corporation

Because the activities described in subclause 22.2 (a) are seen as essential, it is clear that employees would be entitled to conditions contained in this Award on the basis that the employees are performing their normal duties. These conditions would include:

- (i) regarding the time of attendance at the course as normal work time;
- (ii) adjustment for the hours so worked under flexible working hours;
- (iii) payment of course fees;
- (iv) payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course; and
- (v) payment of overtime where the activity could not be conducted during the employee's normal hours and the Corporation is satisfied that the approval to attend constitutes a direction to work overtime under Clause 11 of this Award.
- (vi) Conditions for activities considered being principally of benefit to the employee and indirectly of benefit to the Corporation.

The activities described in subclause 22.2(b) would be attended by an employee through the grant of Paid Leave, up to a maximum of five days.

(vii) Higher Duties Allowance

Payment of a higher duties allowance is to continue to be paid where the employee attends the activity in accordance with subclause 22.3.

23. Recruitment, Selection and Appointment

1. Definition:

The following definition applies in this clause:

"Continuing (Permanent) employee" means a full-time or part-time employee as defined in subclause 9.2 but excludes temporary and casual employees.

2. Recruitment And Selection

(a) Filling of Vacant Positions

If a vacancy exists in a position and the Chief Executive Officer or delegate decides that it is appropriate to fill the vacancy, the position may be filled:

- (i) by the appointment, by way of transfer or promotion, of a permanent employee; or
- (ii) in accordance with Clause 26 Redeployment and Priority Placement
- (iii) by the appointment of a person who, immediately before his or her appointment, was not a permanent employee.

- (b) Advertising Vacant Position
 - (i) If it is proposed to make a permanent appointment to a vacant position, the vacancy shall be advertised by circular within the Corporation and in any other publication (if any) as the Chief Executive Officer or delegate determines.
 - (ii) The Chief Executive Officer may dispense with the requirement to advertise a vacancy.
- (c) Selection to be on Merit
 - (i) the Corporation shall, for the purpose of determining the merit of the persons eligible for appointment to a vacant position, have regard to:
 - (a) the nature of the duties of the position; and
 - (b) the abilities, qualifications, experience, standard of work performance and personal qualities of those persons that are relevant to the performance of those duties.
 - (ii) In deciding on the appointment of a person to a vacant position which has been advertised:
 - (a) the Corporation may only select a person who has duly applied for appointment to the vacant position; and
 - (b) the Corporation must, from among the applicants eligible for appointment to the vacant position, select the applicant who has, in the opinion of the Corporation, the greatest merit.
 - (iii) In deciding to appoint a person to a vacant position, which has not been advertised:
 - (a) the Corporation may only select a permanent employee;
 - (b) the Corporation must, from among the employees eligible for appointment, select the employee who has, in the opinion of the Corporation, the greatest merit.
 - (iv) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position.
 - (v) A selection committee shall, as far as practicable, consist of:
 - (a) at least three persons;
 - (b) at least one person who holds a position in a division external to the division in which the advertised position is located, or an external independent;
 - (c) at least one male and one female member;
 - (d) at least one person from an EEO group, where the nature of the position or the applicants is such that a number of applicants is expected from these sections of the community.
 - (vi) A selection committee shall be constituted so as to ensure the fairest consideration of all applicants.
 - (vii) A selection committee shall, as far as practicable, deal with each applicant in a similar fashion, but the committee is not required to grant an interview to all applicants.
 - (viii) Nothing in this clause requires the Chief Executive Officer or delegate to adopt any recommendation made by a selection committee in relation to the filling of a vacancy.

3. Eligibility Lists

- (a) Where interviews for an advertised vacant position or positions have been held, an eligibility list may be established. Such a list operates in respect of the vacancy, or vacancies, indicated in the advertisement but may also be used to subsequently fill identical or similar vacant positions not specified in the original advertisement.
- (b) An eligibility list remains current for six months from the date of approval of the recommendation of the selection committee.
- (c) Candidates placed on the eligibility list are ranked in order of merit.
- (d) The Chief Executive Officer or delegate may either use an eligibility list to fill a position or require a new selection process to be undertaken or take other administrative action.

4. Commencing Rates of Pay

The Chief Executive Officer or delegate may approve commencing rates of pay for appointees as follows:

- (a) In the case of an external applicant or a current temporary employee:
 - (i) at the minimum rate for the position; or
 - (ii) at any existing salary point within the salary range for the position, having regard to:
 - the applicant's skills, experience and qualifications; and
 - the rate of pay required to attract the applicant; and
 - the remuneration of existing staff performing similar work.
- (b) in the case of an internal applicant (who is a permanent employee) only, where the current salary is within the range of the new position, salary upon transfer/ promotion shall be determined in the following way:
 - (i) if the employee's present rate coincides with a step on the salary range for the new position and the employee has been on that rate for less than twelve months, the employee will transfer at the same salary and retain the existing incremental date; or if the employee has been on that rate for more than twelve months, the employee will transfer with a commencing salary at the next step on the new salary range with the incremental date changing to the date of appointment to the new position.
 - (ii) if the employee's present salary does not coincide with a step on the salary range for the new position, the employee's commencing salary on the new salary range will be that rate immediately above the present salary. The employee's incremental date will change to the date of appointment to the new position.
- (c) relevant experience in a voluntary or unpaid capacity should be taken into account in assessing a commencing rate to be offered to a successful applicant in a similar way that such experience is considered during the selection process.

5. Appointment

- (a) Offer of employment

An offer letter will be provided to each successful applicant which will detail the proposed commencing salary within the specified salary range for the position and make reference to the main conditions of employment set out in Clause 8 and elsewhere in this Award.

(b) Probation

An individual permanently employed in a position, who was not a permanent employee immediately prior to recruitment shall be required to serve a probationary period of six months.

The Chief Executive Officer or delegate may:

- (i) dispense with the requirement for a probationary period;
- (ii) extend a probationary period up to the maximum period of two years; or
- (iii) annul the appointment of a person on probation.

(c) Medical - Fitness for Appointment

Before the expiry of an employee's probationary period, the Corporation shall require the employee to undergo a medical examination to be conducted by the Corporation's contracted medical provider for the purpose of determining the employee's fitness to carry out the duties of the position.

24. Sickness - Medical Examination

1. If the Corporation has reason to believe that the health of an employee:

- (a) may render the employee a danger to other employees or to the public; or
- (b) is likely to be seriously affected by the employee remaining at work or, if the employee is absent from work, by the employee resuming work,

the Corporation may direct the employee to submit to a medical examination to be conducted by the Corporation's contracted health provider.

2. If the Corporation has issued any such direction to an employee, the employee:

- (a) must, if at work, cease work immediately; and
- (b) must not resume work until the completion of the medical examination concerned unless:
 - (i) the concurrence of the Corporation's contracted health provider is first obtained; or
 - (ii) a certificate is furnished by a medical practitioner that the employee is fit to resume work.

3. The Corporation shall, on receipt of a medical assessment from the Corporation's contracted health provider that an employee is:

- (a) fit to continue work in the Corporation - direct, in writing, that employee, if absent from work, to return to work; or
- (b) unfit to continue work in the Corporation -direct, in writing, that employee:
 - (i) if at work - to cease work immediately; or
 - (ii) if absent from work - not to resume work.

4. If a direction has been given to an employee under subclause 24.3 (a), the nature of the leave, if any, to be granted to the employee during the absence from work shall be determined by the Corporation after consideration of any relevant advice from the Corporation's contracted health provider.

5. An employee to whom a direction has been given under subclause 23.3 (b) shall not resume work unless the Corporation, on the advice of the Corporation's contracted health provider, so approves in writing.

25. Managing Workplace Change

1. Preliminary Consideration of Workplace Change

- (a) The term 'consultation' is understood as a process of seeking and giving information and advice, participating in discussions and expressing views to contribute, in a timely fashion, to decision making. Proposals for change will be developed through the consultation process.
- (b) The parties accept that from time to time there will be discussion of issues that may or may not lead to workplace change prior to the development of a specific change proposal.
- (c) The parties agree to an ongoing consultation process involving management and employees of the Corporation and the Association regarding any proposed restructuring of a division, branch or work unit and/or the introduction of organisational change, including technological change.
- (d) It is recognised that the above parties can contribute valuable ideas in the process of restructuring and organisational change. At the same time it is acknowledged that management is responsible for the final decision on the introduction of new working arrangements.
- (e) When these discussions appear likely to lead to the development of a specific change proposal, such discussions will involve all employees who are directly affected as soon as possible. An employee will be considered to be directly affected when the proposed change is likely to have an impact on that employee's work practices, working conditions, employment or career prospects.
- (f) The parties agree that at no stage shall the consultative process be used as a basis to delay the introduction of workplace change.

2. Change Proposals

- (a) The Corporation will issue documentation on the Change Proposal to directly affected employees and the Association if it is anticipated that one or more of the following will occur:
 - (i) The relocation of employees;
 - (ii) A reduction in the number of positions or loss of jobs;
 - (iii) The introduction of significant technological change;
 - (iv) outsourcing; or
 - (v) a change in work practices.
- (b) The Change Proposal will address the following:
 - (i) the nature of the change proposed;
 - (ii) reasons for making the change including organisational benefits;
 - (iii) any anticipated reduction in positions or loss of jobs;
 - (iv) existing and proposed organisational charts;
 - (v) any proposed changes to work practices;
 - (vi) proposed position descriptions to affected employees;

- (vii) broad workflow implications;
 - (viii) any OH&S implications;
 - (ix) where it can be identified, the training requirements of employees.
- (c) The Corporation will arrange a meeting of directly affected employees to discuss the change proposal. A workplace delegate of the Association will be invited to attend.
 - (d) The change proposal documentation will be issued to directly affected employees and the Association at least ten (10) working days prior to the meeting referred to in subclause 25.2 (c).
 - (e) Immediately following the meeting referred to in subclause 25.2 (c), representatives of the Association will be able to meet briefly with directly affected members to discuss the change proposal.
 - (f) Following the meeting referred to in subclause 25.2 (c), employees and the Association will be given fifteen (15) working days to provide feedback, present alternatives and/or submit a written response to the change proposal.
 - (g) Where there is potential for the loss of positions, the Corporation will consult with the Association and with employees likely to be affected, on ways to avert potential job loss, or measures to minimise the adverse effects of job loss.
3. Implementation of Change
- (a) Following the process referred to in subclause 25.2, the Corporation will issue documentation (the Implementation Paper) to directly affected employees and the Association that sets out any changes recommended, the rationale for such changes and a timeframe for the implementation of the recommendations made.
 - (b) The Association will be involved in negotiating the implementation of any changes contained in the Implementation Paper.
4. Employees and Workplace Reorganisation
- (a) When a division (work unit) is reorganised following the consultative process outlined in subclauses 25.1, 25.2 and 25.3 (inclusive), the following procedures will apply in relation to continuing employees:
 - (i) Where the duties of a position are not significantly changed, the existing incumbent will continue to hold the position.
 - (ii) Where the duties of a position are so significantly changed that it can be regarded as a new position, or where a position is no longer required, the employee holding the position will become displaced.
 - (iii) Where employees are displaced as a result of organisation change, the Corporation will examine all available avenues for internal redeployment.
5. Managing Displaced Employees
- (a) Where displaced employees are unable to be placed within the Corporation, the prevailing NSW Government Policy on displaced employees shall be applied.

6. Workplace Change and Co-lateral Agreements
 - (a) Where co-lateral agreements apply in relation to the operation of this Award, nothing in Clause 25 Managing Workplace Change will be read as contradicting or overriding the continuation of these arrangements

26. Redeployment and Priority Placement

1. In the event that new positions are created within the Corporation, or where vacancies in the existing structure emerge, the following redeployment and priority placement procedures will apply.
 - (i) The Corporation will call for expressions of interest from displaced employees.
 - (ii) The selection process will be based on the position description of the newly created or vacant position, and measured against the abilities, qualifications and experience of the employee expressing an interest in the position.
 - (iii) Where following the process set out in 26.1(i) above, an existing employee is deemed suitable for the newly created or vacant position, and there are no other suitable applicants, the employee will be redeployed to the position accordingly. Suitability means the person meets the essential requirements of the position, or can be expected to perform adequately the essential requirements of the position within a six month period given access to appropriate training.
 - (iv) Where more than one employee is deemed suitable for redeployment to a position, an assessment panel will be established to discuss with the employees their suitability for the position. The assessment panel will create an eligibility list of applicants for the position in order of merit.
 - (v) Assessment panels will be comprised of the Divisional Director (or nominee), a Human Resources representative and a third panel member. All panel members should have a salary above that of the newly created or vacant position and there must be a gender mix.
 - (vi) Where a displaced employee is identified as suitable for a newly created or vacant position, they will receive priority placement in that position.

27. Union Rights

1. In recognising that the Association is a legitimate representative of employees of the Corporation, the Corporation will assist the Association by providing for authorised union activities.
2. An employee who has been appointed an Association representative will be allowed reasonable paid time and will be considered to be on duty for the conduct of union activities.
3. The Corporation supports leave that will improve the skills of Association representatives. An employee who is an Association representative will be granted a reasonable paid leave of absence to attend trade union training courses and union related activities provided that adequate notice is given to the Manager Human Resources. Paid leave shall be granted up to a maximum of 12 days in any period of two years, in line with Clause 20.12(f).
4. The Association may hold meetings on the premises of the Corporation provided that adequate notice has been given to the Manager Human Resources of the intention to hold a formal meeting.
5. As far as practicable, Association meetings should be held:
 - (i) Before or after work;
 - (ii) During meal breaks; or
 - (iii) During other designated work breaks.

6. Association meetings may only be held during working hours by agreement between the parties.
7. The Corporation will advise new employees through NSW Lotteries Induction Manual of their right to join a union, and further information is available in the staff lunchroom or from a union delegate.

28. Consultation Between the Parties

1. The parties agree that for the purpose of discussing industrial matters pertaining, but not limited to, the interpretation and implementation of this Award, representatives of the Association and the Corporation will meet at the request of either party.

29. Workloads

1. The Corporation is committed to ensuring that all workloads are manageable and without risk to the health and safety of employees. It is a primary function of management to ensure that workloads are distributed equitably and in accordance with the duties and responsibilities of an employee's position. Employees are not expected to work unreasonable or excessive hours.
2. Where an employee of the Corporation has a concern about the level of his or her workload the matter should be dealt with in accordance with Clause 34 Grievance and Dispute Resolution.

30. Negotiating the Next Award

The parties agree to begin negotiations 6 months prior to the expiry of this award.

31. Human Resources Manual

The Corporation agrees to consult with the Association on those Human Resource Manual Policies and Procedures which flow directly from Clauses within this Award.

32. Deduction of Association Membership Fees

1. The Public Service Association shall provide the Corporation with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
2. The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
3. Subject to subclauses 32.1 and 32.2 above, the Corporation shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Corporation to make such deductions.
4. Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employee's Association membership accounts.
5. Unless other arrangements are agreed to by the Corporation and the Association, all Association membership fees shall be deducted on a fortnightly basis.
6. Where an employee has already authorised the deduction of Association membership fees from the employee's 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.

33. Anti-Discrimination

1. It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct discriminatory effect.
3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
 - (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.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

34. Grievance and Dispute Resolution

All grievances and disputes between employee(s), the Corporation and the Association will be dealt with in accordance with the provisions of this clause:

- (a) In the first instance, an employee(s) is required to notify the relevant 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.
- (b) Where it is impractical for the employee to contact the relevant immediate supervisor, notification may be made to the next appropriate level of management.
- (c) The relevant 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 their attention.
- (d) Unresolved grievances, disputes or difficulties will then be referred to the Manager Human Resources who will attempt to further mediate the dispute, provide advice and assistance, and where appropriate, identify practical solutions.
- (e) If the grievance, dispute or difficulty remains unresolved, the employee(s) or the Association representative may approach the Director Corporate Services to resolve the dispute. Where the matter

has industrial or human resource implications, the Director Corporate Services should seek the advice of the Chief Executive Officer.

- (f) If the grievance, dispute or difficulty is still unresolved, the employee(s), the Corporation or the Association may refer the matter to the New South Wales Industrial Relations Commission for determination.
- (g) Whilst the procedures outlined above are being followed, normal work undertaken prior to the notification of the grievance, dispute or difficulty shall continue unless otherwise agreed between the parties.
- (h) In matters concerning occupational health and safety, normal work shall proceed, if practical, in a manner which avoids any risk to the health and safety of any employee or any member of the public.
- (i) An employee may, at any stage, request to be represented by the Association.

35. Area, Incidence and Duration

1. This Award shall apply to all employees of the Corporation as defined in Clause 2, "Definitions - General", of this Award.
2. This Award rescinds and replaces the NSW Lotteries Corporation (Salaries, Allowances and Conditions of Employment 2002) Award published 11 April 2003 (339 IG 111).
3. The award takes effect from the first full Pay Period after 1 July 2004 and shall remain in force until 30 June 2007.

PART B

SCHEDULES

SCHEDULE 1

SALARIES

The salaries detailed are to apply from the first pay period after the date detailed hereunder:

Old Classification/Grade Clerical Officers	New Pay Step	1/7/2004 4% increase \$	1/7/2005 4% increase \$	1/7/2006 4% increase \$
Grade 1-2 Junior Pay Scale				
1st Year (under 19 years of age at commencement)	1	22,627	23,532	24,473
2nd Year (19 years of age at commencement)	2	29,090	30,254	31,464
3rd Year (20 years of age at commencement)	3	32,208	33,496	34,836
Over 21 years of age at commencement				
1st Year	4	34,180	35,547	36,969
2nd Year	5	36,322	37,775	39,286
3rd Year	6	39,029	40,590	42,214

The salary rates dependent on age are commencing rates only. Once an employee has commenced, progression will be annually through the salary scale.

Classification/Grade Clerks Grades 1 -12	New Pay Step	1/7/2004 4% increase \$	1/7/2005 4% increase \$	1/7/2006 4% increase \$
Grade 1				
1st Year	13	41,178	42,825	44,538
Thereafter	14	42,389	44,085	45,848
Grade 2				
1st Year	15	43,571	45,314	47,127
Thereafter	16	44,766	46,557	48,419
Grade 3				
1st Year	17	46,036	47,877	49,792
Thereafter	18	47,422	49,319	51,292
Grade 4				
1st Year	19	48,904	50,860	52,894
Thereafter	20	50,407	52,423	54,520
Grade 5				
1st Year	21	54,342	56,516	58,777
Thereafter	22	56,057	58,299	60,631
Grade 6				
1st Year	23	58,254	60,584	63,007
Thereafter	24	59,962	62,360	64,854
Grade 7				
1st Year	25	61,757	64,227	66,796
Thereafter	26	63,604	66,148	68,794
Grade 8				
1st Year	27	66,255	68,905	71,661
Thereafter	28	68,360	71,094	73,938
Grade 9				
1st Year	29	70,397	73,213	76,142
Thereafter	30	72,377	75,272	78,283
Grade 10				
1st Year	31	75,332	78,345	81,479
Thereafter	32	77,577	80,680	83,907
Grade 11				
1st Year	33	81,422	84,679	88,066
Thereafter	34	84,874	88,269	91,800
Grade 12				
1st Year	35	90,192	93,800	97,552
Thereafter	36	94,165	97,932	101,849

SCHEDULE 2

SALARY RELATED ALLOWANCES

The rates shown are to apply from the first pay period on or after the dates detailed hereunder:

Allowance	1/7/2004 4% increase \$	1/7/2005 4% increase \$	1/7/2006 4% increase \$
(i) First-aid	591	615	640
(ii) Occupational First Aid	890	926	963
(iii) Community Language	920	957	995
(iv) Forklift Driving Allowance	920	957	995

SCHEDULE 3**EXPENSE RELATED ALLOWANCES**

Table of Allowances

(1) Accommodation Expenses- Employee Arranged Accommodation (Subclause 17.6)

The following rates are tied to the Australian Public Service rates of Travelling Allowance for Non Senior Executive Service officers, which have been set by the Australian Taxation Office as the prescribed reasonable limits for the purposes of taxation. Rates as at 1 July 2004 and to apply for 2004-2005 financial year.

	Accommodation Expenses \$	Breakfast \$	Lunch \$	Dinner \$	Incidental Expenses \$
Adelaide	131.00	18.40	20.55	35.40	14.20
Brisbane	126.00	18.40	20.55	35.40	14.20
Canberra	103.00	18.40	20.55	35.40	14.20
Darwin	122.00	18.40	20.55	35.40	14.20
Hobart	104.00	18.40	20.55	35.40	14.20
Melbourne	150.00	18.40	20.55	35.40	14.20
Perth	117.00	18.40	20.55	35.40	14.20
Sydney	157.00	18.40	20.55	35.40	14.20
High Cost Country	(See Note below)	18.40	20.55	35.40	14.20
Tier 2 Country Centres (See Note below)	85	16.40	18.75	32.40	14.20
Other Country Centres	70	16.40	18.75	32.40	14.20

High Cost Country Centres - Accommodation Expenses

Country Centre	\$	Country Centre	\$
Ballarat (VIC)	95.00	Karratha (WA)	135.00
Broome (WA)	116.00	Kununurra (WA)	104.00
Burnie (TAS)	93.50	Newcastle (NSW)	108.00
Carnarvon (WA)	92.00	Newman (WA)	115.00
Christmas Island	100.00	Northam (WA)	100.00
Cocos (Keeling) Islands	90.00	Pt Hedland (WA)	117.00
Dampier (WA)	95.00	Pt Lincoln (SA)	99.00
Devonport (TAS)	92.00	Thursday Island (QLD)	130.00
Gold Coast (QLD)	104.00	Tom Price (WA)	92.00
Horn Island (QLD)	108.00	Weipa (QLD)	115.00
Jabiru (NT)	170.00	Wollongong (NSW)	100.00

Tier 2 Country Centres are: Albany (WA), Alice Springs (NT), Ararat (VIC), Bathurst (NSW), Bendigo (VIC), Bunbury (WA), Cairns (QLD), Kalgoorlie (WA), Katherine (NT), Launceston (TAS), Halls Creek (WA), Maitland (NSW), Orange (NSW), Wagga Wagga (NSW), Warnambool (VIC), as varied by subsequent Tax Rulings.

(2) Meal Breaks and Allowances (Subclause 19.2(a))

The first meal allowance is linked to the Australian Taxation Office's 'reasonable limit' for overtime meal allowance:

- (a)(i) \$13.65
- (a)(ii) \$20.55
- (a)(iii) \$13.65

- (a)(iv) \$20.55, subsequent meal allowance of \$13.65
 (a)(v) \$20.55, subsequent meal allowance of \$13.65

(3) Use of Private Motor Vehicles (Subclause 19.3)

Motor Car Allowance - Official Business

Engine Capacity	Rate per Kilometre
Over 2700 cc	77.4 cents
1600 to 2700 cc	72.0 cents
Under 1600 cc	51.6 cents

(4) Garage Allowance (Subclause 19.4)

An allowance of \$480 per annum.

(5) Home Office Allowance (Subclause 19.5)

An allowance of \$678 per annum.

(6) Adjustment of Allowances

- (a) The Accommodation Allowances - Employee Arranged Accommodation as prescribed in Item 1 of this Schedule shall be varied in line with adjustments determined by the Australian Taxation Office for reasonable daily travel allowance.
- (b) The Overtime Meal Allowances prescribed in Item 2 of this Schedule shall be varied in line with the quantum of the adjustment determined by the Australian Taxation Office for the reasonable Overtime Meal Allowance.
- (c) The allowances prescribed under Items 3 of this Schedule shall be reviewed in line with movements in similar allowances specified in the Crown Employees (Conditions of Employment) 1997 Award or an award replacing that award.
- (d) The allowances prescribed under Items 4 and 5 of this Schedule shall be adjusted in line with movements in similar allowances specified in the Crown Employees Conditions 1997 Award or an award replacing that award.

SCHEDULE 4

12 HOUR SHIFT WORK ROSTERS - 8 WEEK ROTATIONS FEATURES:

4 teams

2 day shifts followed by 2 night shifts, then 4 days off duty

8 week rotating roster period

28 shifts of 10 hours ordinary working time completed in each period

hours/8 weeks = 35 hour week average

28 shifts x 30 minutes Rostered Time Off - totals 14 hours accrued in 8 weeks.

WEEK 1							WEEK 2						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
1	1	2	2	3	3	4	4	1	1	2	2	3	3
4	4	1	1	2	2	3	3	4	4	1	1	2	2

WEEK 3							WEEK 4						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
4	4	1	1	2	2	3	3	4	4	1	1	2	2
3	3	4	4	1	1	2	2	3	3	4	4	1	1

WEEK 5							WEEK 6						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
3	3	4	4	1	1	2	2	3	3	4	4	1	1
2	2	3	3	4	4	1	1	2	2	3	3	4	4

WEEK 7							WEEK 8						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
2	2	3	3	4	4	1	1	2	2	3	3	4	4
1	1	2	2	3	3	4	4	1	1	2	2	3	3

SCHEDULE 5

CALCULATION OF ANNUALISED SHIFT LOADING - 12 HOUR SHIFT WORK

The applicable shift loadings are calculated on an annualised basis with the following assumptions being made:

182 shifts of 10 hours working time (per 12-hour shift) worked in a year

28 shifts worked in an 8 week (56 day) rotating roster period

6.5 x 56 day rotating roster periods = 364 days

65 day shifts calculated at:

21 x nil day shift loading

22 x 10% afternoon shift loading

22 x 12.5% afternoon shift loading

Half-day (3.5 hours) Christmas /New Year's Eve Concession is paid out

The first meal break (1 hour) is an unpaid meal break

The second meal break of 30 minutes is a paid meal break at the ordinary salary rate of pay

Calculations Are As Follows:

DAY SHIFTS - MONDAY TO FRIDAY		
21 x 10 hours + nil %	=	210 hours
22 x 10 hours + 10%	=	242 hours
22 x 10 hours + 12.5%	=	247.5 hours
650 hours	(+699.5)	699.5

NIGHT SHIFTS - MONDAY TO FRIDAY		
65 x 10 hours + 15%	=	747.5 hours
650 hours	(+747.5)	1447

SATURDAY SHIFTS - DAY AND NIGHT		
26 x 10 hours + 50%	=	390 hours
260 hours	(+390)	(+390)

SUNDAY SHIFTS - DAY AND NIGHT		
26 x 10 hours + 75%	=	455 hours
260 hours	(+455)	2292
Total Hours Worked - 1820 p.a.		Hours Paid - 2292

PUBLIC HOLIDAYS		
(11 per year x 35 hours week average = 77 hours)		
40 hours "on" x 150%	=	60
37 hours "off" x 100%	=	37
77 hours	=	(+97)
LESS NORMAL LOADINGS PAID MONDAY TO SUNDAY		
30 hours day shifts (M-F) x 9% (average)	=	2.7
27 hours night shifts (M-F) x 15%	=	4.05
10 hours (Saturday shift) x 50%	=	5.00
10 hours (Sunday shift) x 75%	=	7.5
77 Hours	=	(-19.25) (+ 77.75)
	=	2369.75

PLUS HALF - DAY CHRISTMAS/ NEW YEAR'S EVE CONCESSION		
3.5 hours + 12.5% average	=	3.94
		(+3.94) 2373.69

PLUS PAID 30 MINUTE SECOND MEAL BREAK AT ORDINARY SALARY RATE OF PAY		
0.5 hours x 182 shifts p.a.	=	91 hours
		(+91) 464.69
Total Hours Paid		2464.69
(Less)Total Hours Worked pa		-1820.00
Difference		644.69
ANNUALISED SHIFT LOADING (644.69/1820)		= 35.4%

I. W. CAMBRIDGE, Commissioner.

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(072)

SERIAL C4121**BUTCHERS WHOLESALE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australasian Meat Industry Employees Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4970 of 2005)

Before The Honourable Justice Backman

6 October 2005

VARIATION

1. Delete subclause 27.3, of clause 27, Wages, of the award published 25 January 2001 (321 I.G. 1167), and insert in lieu the following:

27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

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

2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

APPENDIX 1**Wages**

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

	Total Weekly Classification	Rate \$
1	Slaughterperson	548.60
2	Employee grading beef carcasses	512.60
3	Employee weighing and/or recording	506.80
4	Knocker down and/or shackler and/or employee opening up neck and tying weasand before hoisting to bleeding rail	510.00
5	Slaughterhouse labourer whose work includes trimming carcasses after Slaughterperson, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	506.80
6	Employee skinning feet and taking out sinews	505.80
7	Tripeperson and employee cutting, turning and washing tripes and cutting and washing bibles	505.80
8	Slaughterhouse labourer	501.30
9	Laundry attendant	501.30
10	Stockperson (working under conditions of the stockperson clause)	507.60
11	Stockperson, stock receiver and penner-up	503.60
12	Yardperson and general labourer	496.50
13	Freezer room employee	505.60

14	Dripping and/or lard operator, tallowperson, digesterperson and/or dry melter operator, expellor and/or dryer attendant	508.60
15	Millhand, by- products labourer and save all attendant	499.20
Casing Cleaning Department -		
16	All-round person	510.30
17	Employee trimming and sliming bungs and bladders and sliming runners	503.60
Boning Department -		
18	Boner	527.00
19	Slicer and/or sawyer	513.50
20	Trimmer	506.80
21	Weighperson	503.40
22	Packer, strapper, wiring and/or gluing machine operator	501.30
23	Shop- person/Butcher	534.10
Motor Wagon Drivers -		
24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons)	507.70
	For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra	1.74
	For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra	1.34
	For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons)	1.08
	When a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages.	
25	Driver of tractor under 50 h.p. or fork lift driver	507.70
26	Driver of bulldozer	507.70
27	Loader	516.20
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	506.80

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12 - General Labourer	Amount \$
At 15 years of age	36%	178.70
At 16 years of age	48%	238.30
At 17 years of age	60%	297.30
At 18 years of age	74%	367.70
At 19 years of age	87%	432.30
At 20 years of age	Adult rates	

Upon any adjustment, junior rates to be calculated to the nearest ten cents.

APPENDIX 2

Other Rates and Allowances

Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No	Clause No.	Allowance	Amount \$
1	34.1	Alternating Shifts - per shift	8.59
2	31.5	Afternoon Shift - per shift	12.35
3	32.9.1	Extraordinary Hours Allow.- per day	7.42

4	35.5	Horse Allowance - per week	13.98
5	33.3	Meal Money - per meal	8.52
6	29.1	Temperature Allowance - per hour Below minus 1 degree celsius Below minus 16 degree celsius Below minus 20 degree celsius Below minus 26 degree celsius	0.43 0.69 1.28 1.92
7	29.2	Freezing Room Allowance - per hour	0.47
8	29.4	Temperature Allowance - per hour	0.47 0.75
9	10.1	Rovers Allowance - per day	2.88
10	20.1.2	Bull Penalty - per head	2.88
11	23.1	Dog Allowance- per dog per week	7.18
12	23.3	First Aid Attendant - per day	3.45
13	23.4	Leading Hand - per week	25.75
14	23.5.1	Pedestrian Stacker - Cold Temperature per week	13.29
15	23.5.2	Pedestrian Stacker - per week	9.82
16	23.5.3	Fork Lift - per week	6.91
17	17.1.1	Objectionable Work - Ordinary Hours	3.18
18	17.1.2	Objectionable Work - Outside Ordinary Hours per sheep, calf or pig per head of cattle	3.72 15.76
19	17.1.3	Objectionable Work - on Sundays, and Public Holidays - per sheep calf or pig per head of cattle	5.68 22.83
20	17.1.4	Condemned Carcass Allowance - per day	3.18
21	17.1.5	Brucella Reactor - per day	7.18
22	17.1.6	Work in Artificially Increased Temperature - per hour	0.43
23	17.1.7	Foetal Blood Extraction Allowance - per day	7.63
24	13.4	TP Slaughtering Allowance - all type of Animals per day per week	4.69 2.35
25	13.5	TP Slaughtering Allowance - two types of animals per day per week	4.00 1.93
26	13.6	TP Slaughtering Allowance - one type of animal per day per week	2.88 1.40
27	51.2	Knife Allowance Slaughterpersons, boners and Labourers skinning cattle, heads and feet - per week per day Other employees using a knife - per week per day	3.35 2.41 0.66 0.44
28	49.1(a)	Clothes Allowance - per day	1.48
29	49.1(b)	Laundry Allowance - per day	1.20
30	49.1(c)	Clothes Allowance - per day	0.39
31	49.3(a)	Clothes/Laundry Allowance -(Employees not covered by Items 28-30 of this Appendix)	
	49.3(b)		
	49.3(c)	Clothes Allowance - per day	0.72
		Laundry Allowance - per day	0.58
		Clothes Allowance - per day	0.16
32	46.5(b)	TP Boner Allowance	1.64

3. This variation shall come into effect from the first full pay period on or after 29 October 2005.

A. F. BACKMAN *J.*

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SERIAL C4254

**MILK TREATMENT, &c., AND DISTRIBUTION (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch an industrial organisation of employees, for the extension of an industrial committee.

(No. IRC 5218 of 2005)

Before The Honourable Justice Marks

25 October 2005

ORDER

The Commission orders that -

1. The Industrial Committee, known as the Milk Treatment, &c., and Distribution (State) Industrial Committee published 20 December 2002 (337 I.G. 6), be extended for a further three years.
2. This order shall take effect on and from 10 October 2005.

F. MARKS J.

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SERIAL C4234

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/313 - Penford Australia Limited - Tamworth Enterprise Agreement 2004**

Made Between: Penford Australia Limited - Tamworth -&- the Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA02/353.

Approval and Commencement Date: Approved 23 June 2005 and commenced 1 October 2005.

Description of Employees: The agreement applies to all employees at the starch plant operated, employed by Penford Australia Limited, located at 176-182 Marius Street, Tamworth, who fall within the coverage of the Starch Manufacturers, &c. (State) Award, Metal, Engineering and Associated Industries (State) Award, Electricians, &c. (State) Award.

Nominal Term: 24 Months.

EA05/314 - Bluescope Steel Welded Products Enterprise Agreement 2005

Made Between: Bluescope Steel (AIS) Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 17 November 2005.

Description of Employees: The agreement applies to the parties and employees of BlueScope Steel (AIS) Pty Ltd, at the company's Welded Products business at Unanderra in the state of New South Wales, who fall within the coverage of the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2004.

Nominal Term: 16 Months.

EA05/315 - Command Industrial - TWU Enterprise Agreement

Made Between: Command Industrial Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 2 December 2005 and commenced 20 October 2005.

Description of Employees: The agreement applies to all employees employed by Command Industrial Pty Ltd, who fall within the coverage of the Ice Cream Carters and Van Salespersons (State) Award, Milk Treatment, &c. and Distribution (State) Award, Transport Industry (State) Award, Transport Industry Mixed Enterprise Interim (State) Award, Transport Industry Motor Bus Drivers and Conductors (State) Award, Transport Industry Petroleum &c., Distribution (State) Award, Transport Industry Quarried Materials (State) Award, Transport Industry - Retail (State) Award, Transport Industry Tourist and Service Coach Drivers (State) Award, Transport Industry Trade Waste (State) Award, Transport Industry - Waste Collection and Recycling (State) Award, Transport Industry Wholesale Butchers (State) Award.

Federal Awards: Gate Gourmet Services - Transport Workers Award 2002, Transport Workers (Airlines) Award 1988, Transport Workers (Cateair Airport Services) Award 1990, Transport Workers (Oil Distributioj) 2000, Transport Workers (Oil Companies) Award 1992.

Nominal Term: 36 Months.

EA05/316 - Dalcross Private Hospital Nurses' Enterprise Agreement 2005

Made Between: Dalcross Private Hospital -&- the New South Wales Nurses' Association.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 22 August 2005.

Description of Employees: The agreement applies to employees of Dalcross Private Hospital

Nominal Term: 24 Months.

EA05/317 - Interstaff - TWU Enterprise Agreement

Made Between: Interstaff Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 2 December 2005 and commenced 20 October 2005.

Description of Employees: The agreement applies to all employees employed by Interstaff Pty Ltd, who fall within the coverage of the Ice Cream Carters and Van Salespersons (State) Award, Milk Treatment, &c. and Distribution (State) Award, Transport Industry (State) Award, Transport Industry Mixed Enterprise Interim (State) Award, Transport Industry Motor Bus Drivers and Conductors (State) Award, Transport Industry Petroleum &c., Distribution (State) Award, Transport Industry Quarried Materials (State) Award, Transport Industry - Retail (State) Award, Transport Industry Tourist and Service Coach Drivers (State) Award, Transport Industry Trade Waste (State) Award, Transport Industry - Waste Collection and Recycling (State) Award, Transport Industry Wholesale Butchers (State) Award.

Federal Awards: Gate Gourmet Services - Transport Workers Award 2002, Transport Workers (Airlines) Award 1988, Transport Workers (Cateair Airport Services) Award 1990, Transport Workers (Oil Distributioj) 2000, Transport Workers (Oil Companies) Award 1992.

Nominal Term: 36 Months.

EA05/318 - Brambles Industrial Services Slabmaking and Ironmaking (BSL) Operations and Maintenance Agreement 2005

Made Between: Brambles Australia Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 19 September 2005.

Description of Employees: The agreement applies to all employees employed by Brambles Australia Limited t/as Brambles Industrial Services, on the BlueScope Steel site in Port Kembla, NSW to all employees engaged in classifications who fall within the coverage of the Electricians, &c. (State) Award.

Nominal Term: 36 Months.

EA05/319 - Coles Myer Logistics Pty Ltd Huntingwood Distribution Centre Enterprise Agreement 2005

Made Between: Coles Myer Logistics

Huntingwood Distribution Centre -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/161.

Approval and Commencement Date: Approved 31 October 2005 and commenced 1 June 2005.

Description of Employees: The agreement applies to all employees employed by Coles Myer Logistics Pty Ltd, located at Huntingwood Distribution Centre, 35, Huntingwood Drive, Huntingwood NSW 2148, and covers only those classifications in clause 6, of the agreement, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 36 Months.

EA05/320 - Linfox Australia (Greystanes Tobacco Warehouse) Enterprise Agreement 2005

Made Between: Linfox -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 26 September 2005 and commenced 18 July 2005.

Description of Employees: The agreement applies to all warehouse employees employed by Linfox Australia Pty Ltd, engaged in the warehousing and operations of Linfox Australia at the Greystanes facility located at 8 Picrite Close, Greystanes, NSW who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

Nominal Term: 36 Months.

EA05/321 - Linfox Australia (Greystanes Tobacco Warehouse) Enterprise Agreement 2005

Made Between: Snow Confectionery Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA05/29.

Approval and Commencement Date: Approved and commenced 14 November 2005.

Description of Employees: The agreement applies to all employees employed by Snow Confectionery Pty Ltd, located at 34, Davis Road, Wetherill Park NSW 2164, who fall within the coverage of the Confectioner's (State) Award.

Nominal Term: 25 Months.

EA05/322 - FSL Costa Transport and Transport Workers Union of New South Wales Enterprise Agreement 2005-2007

Made Between: FSL Costa Transport Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 30 November 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by FSL Costa Transport Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 24 Months.

EA05/323 - Kmart Tyre & Auto Services NSW and The Australian Manufacturing Workers Union, Vehicle Division Agreement

Made Between: Kmart Tyre & Auto Service New South Wales -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA04/90.

Approval and Commencement Date: Approved 14 November 2005 and commenced 1 October 2005.

Description of Employees: The agreement applies to all employees employed by Kmart Tyre & Auto Services, located at 147-149 Gilba Road, Girraween NSW 2145, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 36 Months.

EA05/324 - Serco Port Kembla (BlueScope Steel) Agreement 2005

Made Between: Serco (Australia) Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved 21 December 2005 and commenced 2 December 2005.

Description of Employees: The agreement applies to all employees employed by Serco Australia Pty Ltd, who fall within the coverage of the Security Industry (State) Award.

Nominal Term: 30 Months.

EA05/325 - Universal Music Australia Pty Limited Enterprise Agreement 2005

Made Between: Universal Music Australia Pty Ltd -&- The Australian Industry Group New South Wales Branch.

New/Variation: Replaces EA04/28.

Approval and Commencement Date: Approved 31 October 2005 and commenced 1 September 2005.

Description of Employees: The agreement applies to all employees employed by Universal Music Australia Pty Limited, located at 107 and 133 Vanessa Street, Kingsgrove NSW 2208, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA05/326 - Parchem Construction Products Enterprise Agreement 2005

Made Between: Parchem Construction Products Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/96.

Approval and Commencement Date: Approved and commenced 1 December 2005.

Description of Employees: The agreement applies to employees employed by Parchem Construction Products Pty Ltd, in the occupations/trades identified in the Agreement, who are situated at the Wyong, New South Wales site, who fall within the coverage of the Storemen and Packers General (State) Award, Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 24 Months.

EA05/327 - Stowe Australia Pty Ltd Sydney Projects Division Enterprise Agreement 2005

Made Between: Stowe Australia Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA03/85.

Approval and Commencement Date: Approved and commenced 1 November 2005.

Description of Employees: The agreement applies to all Division employees employed by Stowe Australia Pty Ltd, located at 10-12 Clyde Street, Rydalmere NSW 2116, who are engaged upon work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 36 Months.

EA05/328 - Stowe Australia Pty Ltd Sydney Western Division Enterprise Agreement 2005

Made Between: Stowe Australia Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA03/4.

Approval and Commencement Date: Approved and commenced 1 November 2005.

Description of Employees: The agreement applies to all Division employees employed by Stowe Australia Pty Ltd, located at 10-12 Clyde Street, Rydalmere NSW 2116, who are engaged upon work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 36 Months.

EA05/329 - Welfare Rights Centre Enterprise Agreement 2005

Made Between: Welfare Rights Centre Ltd -&- the Australian Services Union of N.S.W..

New/Variation: New.

Approval and Commencement Date: Approved and commenced 6 December 2005.

Description of Employees: The agreement applies to all employees employed by Welfare Rights Centre, located at 5B, 414 Elizabeth Street, Surry Hills NSW 2010, who fall within the coverage of the Social and Community Services Employees (State) Award.

Nominal Term: 36 Months.

EA05/330 - Australian Pharmaceutical Industries Limited NSW Branches Certified Enterprise Agreement 2005

Made Between: Australian Pharmaceutical Industries Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/252.

Approval and Commencement Date: Approved 25 November 2005 and commenced 12 June 2005.

Description of Employees: The agreement applies to all employees employed by Australian Pharmaceutical Industries Limited employed at the Company's sites at Newcastle, Wollongong, Kempsey, Tamworth, Orange, Wagga Wagga and Gateshead who fall within the coverage of the Clerical and Administrative Employees (State) Award, Warehouse Employees Drug (State) Award (in the area of SAWEFA coverage), Transport Industry - Mixed Enterprises Interim (State) Award and Storemen and Packers, Wholesale Drug Stores (State) Award.

Nominal Term: 21 Months.

Printed by the authority of the Industrial Registrar.