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INDUSTRIAL GAZETTE

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ADVISERS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(Nos. IRC 2277, 2280 and 2356 of 2008)

Before The Honourable Justice Walton, Vice-President

15 May 2009

AWARD

PART A - CONDITIONS

1. Arrangement

This award is arranged as follows:

Clause No.	Subject Matter
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PART A - CONDITIONS

- | | |
|-----|--|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Terms of Engagement |
| 4. | Salaries and Related Matters |
| 5. | Annual Adjustment of Salary |
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Table 1 - Wage Rates

Table 2 - Other Rates of Pay and Allowances

Annexure A - Teacher Classifications

Annexure B - Portability

2. Definitions

For the purpose of this Award:

- (a) "Adviser" means a person employed by an employer to advise with respect to a particular area of specialist educational endeavour requiring knowledge and expertise in an area of school curriculum which may be linked to a programme nominated by the Commonwealth Schools Commission (or any successor to that body) and funded by the Commonwealth Government, including areas such as Subject Specific, Specific Purpose Funded Programmes and Special Education. A reference to an Adviser includes a teacher seconded to such a position.
- (b) "Full-time Adviser" means any Adviser other than a part time one and includes an Adviser appointed for a period of fixed duration.
- (c) "Part-Time Adviser" means an Adviser who is engaged to work regularly, but for less than a full week and not more than 0.8 of the normal hours which a full-time Adviser is required to work. A part-time Adviser may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be recorded in writing and signed by the Adviser and representative of the employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time the Adviser is not required to work) shall be included.
- (d) "Graduate" means an Adviser who holds a degree from a recognised higher education institution.
- (e) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and Adviser agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (f) "Recognised School" means a school registered under the provisions of the Education Act 1990 or any registered special school within the meaning of that Act or school for the disabled.
- (g) "Recognised Higher Education Institution" means an Australian University recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (h) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (i) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year full-time duration or its part-time equivalent.
- (j) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (k) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (l) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education four years full-time course); or

- (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (e) above).
- (m) "Five Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher, who, in addition, has satisfactorily completed either a Masters degree or doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (n) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (l) of this clause applies.
- (o) "Union" means the New South Wales Independent Education Union.
- (p) "Service Date" means the usual commencement date of employment at a school of the employer for teachers who are to commence teaching on the first day of the first term

3. Terms of Engagement

3.1 Letters of Appointment

The employer shall provide an Adviser on appointment or secondment with a letter stating, inter alia, the classification and rate of salary payable at the date of appointment, the period of appointment or secondment as an Adviser, the normal duties that will be required, the place of employment, the person to whom such Adviser shall in the first instance be responsible for the performance of his or her duties, superannuation benefits available and conditions of secondment, if applicable.

3.2 Selection and Appointment Procedures.

Normally, Adviser positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Meal Breaks

There shall be a meal break of at least thirty minutes.

3.4 Adviser Skill Development

- (a) An Adviser may request and be given from time to time by the employer appropriate documentation as evidence of the Adviser's professional development and experience.

- (b) Where the employer considers that a problem exists in relation to the Adviser's performance the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.
- 3.5 An employer may direct an Adviser to carry out such duties as are within the limits of the Adviser's skill, competence and/or training.
- 3.6 Upon the termination of service of an Adviser, the employer shall provide a statement of service setting out the length of service, responsibilities of the Adviser, level of responsibility attained and any special or additional duties performed by such Adviser.

4. Salaries and Related Matters

4.1 Salaries Payable

- (a) The minimum annual rate of salary payable to full-time Advisers shall be composed of the appropriate rate as set out in Table 1 of Part B, Monetary Rates, as determined by this subclause and the appropriate allowance as set out in Table 2 of Part B, Monetary Rates, as determined by subclause 4.2. Fortnightly salaries and allowances shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.
- (b) Five Years Trained Teacher
- A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.
- (c) Four Years Trained
- A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.
- (d) Three Years Trained Teacher
- (i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.
- (ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.
- (e) Two Years Trained Teacher
- (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.
- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
- (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.

(iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.

(f) Conditionally Classified Four Years Trained

A Conditionally Classified Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(g) Previous Award Classification

Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 In addition to the salaries payable pursuant to subclause 4.1, full-time Advisers shall be paid an allowance as set out in Item 1 of Table 2 of Part B as follows:

- (a) An Adviser shall, upon appointment, receive the allowance payable for the first step, provided that where an Adviser, prior to appointment received a salary which was greater than the total salary which would be payable to such an Adviser if he or she were on the first step, then he or she shall receive the allowance payable for Step 2.
- (b) After two years satisfactory performance on Step 1, an Adviser shall proceed to Step 2; and
- (c) After two years satisfactory performance on Step 2, an Adviser shall proceed to Step 3.

4.3 Credit for Previous Teaching Service

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia, or as an employee with a Catholic Education Office performing work similar to that of an Adviser shall count as follows:
 - (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher) or as a full-time Adviser, shall be counted as service;
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) or as a part-time Adviser shall be calculated in proportion to the full-time teaching load of a teacher at the school or the hours of work of a full-time Adviser;
 - (iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service;
 - (iv) Any other employment agreed by the employer and Adviser to be relevant shall be counted as service as agreed by the employer and Adviser or as determined by the Industrial Relations Commission.
- (b) When calculating previous teaching service, one year of service may be deducted for every continuous period of five years' absence from teaching except where the Adviser was for most of the period of absence wholly engaged in child rearing or engaged in other service recognised in accordance with sub-clause 4.4.
- (c) The service of an Adviser with an employer shall be deemed continuous for all purposes notwithstanding that part of the period of service with the employer was as a teacher and part as an Adviser.

4.4 Credit for Other Service

- (a) Teaching Service and Relevant Industry Experience.

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to advising which is relevant to the position in which the Adviser is employed on the basis of one service increment for each year of full-time employment up to a maximum of four increments.

- (b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher or Adviser by the employer on the basis of one increment for each three years of service to a maximum of four increments.

- (c) Child-Rearing

An Adviser who has been primarily engaged in child rearing, shall have such period recognised on the basis of one increment for each continuous three years of child rearing to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier; and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the Adviser was engaged in child rearing of another of his or her children the whole period of parental leave will be used when calculating the period of child rearing.

This paragraph shall apply to Advisers employed or re-employed after 7 April 1991.

- (d) An Adviser shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c).

4.5 Process For Applying for Credit For Service

- (a) Upon application for employment an Adviser shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by an Adviser for recognition of previous teaching service or industry experience under clauses 4.3 and 4.4 shall be supported by a statement of service on official letterhead (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by an Adviser for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (c) An application for recognition of previous service under clauses 4.3 and 4.4 (including child-rearing) shall be granted, if successful, from the date the application was received by the

employer. In the case where the application was received within one school term of the date the Adviser commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of an Adviser who has completed a course of training which makes the Adviser eligible to be so transferred and the further incremental progression of such Adviser on the salary scale shall be effected in accordance with this subclause.
- (b)
 - (i) An Adviser seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the Adviser has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the Adviser eligible to transfer.
 - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that an Adviser is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the Adviser undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later; PROVIDED that the application for transfer is received by the employer no later than the first school day of the school term following the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
 - (B) where the application for transfer is not received by the employer within the time specified in (A) from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
 - (iii) An Adviser who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the Adviser to the higher salary step coincides with the Adviser's normal salary incremental date, the increment shall be applied prior to the Adviser being transferred to the higher step.
- (c) An Adviser who is a Two Years Trained, Three Years Trained or Four Years Trained Teacher and who completes a course of training which entitles the Adviser to be classified as a Three Years Trained, Four Years Trained or Five Years Trained Teacher, as the case may be, shall progress to the step on the salary scale which shall be determined by the Adviser's years of service on the lower classification and the Adviser's new qualifications and the Adviser shall retain his or her normal incremental salary date.
- (d) An Adviser who is a Conditionally Classified Four Years Trained, and who completes a course of training which entitles the Adviser to be classified to a higher classification shall progress to the step on the salary scale which is determined by the Adviser's new qualifications and such step as is closest to the Adviser's salary prior to progressing and which shall result in an increase in the Adviser's salary.

4.7 Payment of Salary

- (a) The salary payable to any Adviser pursuant to this clause shall be payable fortnightly.
- (b) The salary payable to any Adviser, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.8 Payment of Part-Time Advisers

- (a) A part-time Adviser shall be paid at the same rate as a full-time Adviser with the corresponding classification but in that proportion which the number of hours which his or her normal hours bears to the hours which a full-time Adviser is normally required to work.
- (b) No part-time Adviser shall be required to attend work on any day on which he or she does not normally work.

4.9 Expenses

- (a) An Adviser who is regularly required to use his or her vehicle in the regular performance of his or her work shall be paid a vehicle allowance to cover all expenses as set out in Item 2 of Table 2 of Part B. In calculating distance travelled, journeys between home and place of employment shall not be considered.
- (b) An Adviser who is required to use his or her vehicle in connection with work, but in circumstances where the vehicle is not regularly required for the performance of the Adviser's work shall be paid a vehicle allowance to cover all expenses as set out in Item 3 of Table 2 of Part B. In calculating distance travelled journeys between home and place of employment shall not be considered.
- (c) Travelling and other out of pocket expenses reasonably incurred by an Adviser in the course of duties required by the employer shall be reimbursed by the employer.

4.10 Overpayments

Where an employer becomes aware that payments have been made over or under entitlements the Adviser shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.11 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and an Adviser may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by sub-clause 4.1 and sub-clause 4.2.
- (b) The employer will determine the range of benefits available to the Adviser and the Adviser may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the Adviser's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by subclause 4.1 and subclause 4.2.

5. Annual Adjustment of Salary

5.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and

- (b) notwithstanding any other provisions in this Award.

5.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) an Adviser commences employment after the school service date;
- (b) where an Adviser takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) where the hours which an Adviser normally works have varied since the school service date ("an Adviser whose hours have varied").

5.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 5.2 shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the Adviser since the school service date
 B = The number of non-term weeks in the school year
 C = The number of term weeks in the school year
 D = Result in weeks
 E = The number of non-term weeks worked by the Adviser since the school service date
 F = Result in weeks
 G = The Adviser's current fortnightly salary
 H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 5.2 to an Adviser whose normal hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1 } A - B = C$$

$$\text{Step 2 } \frac{C \times D}{E} = F$$

$$\text{Step 3 } F - B = G$$

where:

- A = Total salary paid to the Adviser since the school service date
 B = Salary paid to the Adviser in respect of non-term weeks since the school service date
 C = Salary paid to the Adviser in respect of term weeks since the school service date
 D = The total number of non-term weeks in the school year
 E = The total number of term weeks in the school year
 F = Result in dollars
 G = Amount Due

5.4 Advisers who Commence Employment after the School Service Date

- (a) An Adviser who commences employment after the school service date shall be paid from the date the Adviser commences provided that, at the end of Term IV, the Adviser shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following schools year.
- (b) In each succeeding year of employment, the anniversary of appointment of the Adviser for the purpose of this clause shall be deemed to be the school service date.

5.5 Advisers who take Approved Leave Without Pay or Unpaid Parental Leave

Where an Adviser takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the Adviser shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where an Adviser who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the Adviser shall be paid at the conclusion of Term IV as follows:
 - (i) by applying for formula in sub-clause 5.3 as if no payment had been made to the Adviser at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the Adviser.

5.6 Advisers Whose Hours Have Varied

Where the hours which an Adviser normally works have varied since the school service date in any school year and the Adviser's employment is to continue into the next school year, the Adviser shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 5.3 shall be calculated; and
- (b) the Adviser shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the Adviser during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the Adviser is paid the amount received will differ from the pay in the preceding fortnights).

- 5.7 Notwithstanding the provisions of paragraph (a) of subclause 5.1 an Adviser shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the Annual Holidays Act 1944, in respect of a year of employment.

6. Annual Holiday Loading

- 6.1 Subject to 6.6 hereof, where an Adviser is given and takes his or her annual holiday each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 6.2 The loading shall be payable in addition to the pay payable to the Adviser for the period of the annual holiday.
- 6.3 The loading shall be calculated:
- (a) in relation to such period of an Adviser's annual holiday as is equal to the period of annual holiday to which he or she is entitled for the time being under the Annual Holidays Act at the end of each year of employment; or, where relevant,
 - (b) the period of annual leave calculated under subclause 6.6 of this clause.
- 6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this Clause at the rate of 17 1/2 per cent of the weekly equivalent of the Adviser's annual salary.
- 6.5 For the purposes of this clause, "salary" shall mean the salary payable to the Adviser at 1st day of December of the year in which the loading is payable, including, the allowance prescribed by subclause 4.2 of clause 4. Salaries and Related Matters, of this award, but not including any other allowances or amount otherwise payable in addition to salary.

PROVIDED THAT, where subclause 6.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the Adviser pursuant to paragraph (a) of sub-clause 5.3 or sub-clause 13.4 of this award.

- 6.6 Where an Adviser receives a payment pursuant to paragraph (a) of sub-clause 5.3 or sub-clause 13.4 (other than an Adviser terminated by the employer for misconduct) the Adviser shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the Adviser divided by the number of term weeks in the whole school year.

7. Union Members and Representative

- 7.1 Meetings of union members who are employed at an office may be held on the premises at times and places reasonably convenient to both union members and the employer.
- 7.2 The employer shall permit the Union Representative in an office to post union notices relating to the holding of meetings on a staff noticeboard.
- 7.3 The Union Representative shall be permitted in working hours to discuss union business with the employer. Such discussion shall take place at a time and place convenient to both parties.

8. Sick Leave

- 8.1 Entitlement - Any full-time or part-time Adviser shall be entitled to paid sick leave in respect of any absence on account of illness or injury subject to the following conditions and limitations:-
- (a) In respect of each year of service with an employer the period of sick leave shall, subject to subclause 8.2 of this clause, not exceed in any year of service 25 working days on full pay.
 - (b) An Adviser shall not be entitled to sick leave for any period in respect of which such Adviser is entitled to workers' compensation.
 - (c) An Adviser shall not be entitled to paid sick leave unless he or she notifies the Regional Director (or such other person deputised by the Director) prior to the commencement of the first organised activity on any day, of the nature of the illness and of the estimated duration of the absence.

Provided that paid sick leave shall be available if the Adviser took all reasonable steps to notify the Regional Director (or such other person deputised by the Director) or was unable to take such steps

- (d) The sick leave entitlement of a part-time Adviser shall be in that proportion which his or her hours of work bears to the hours of a full-time Adviser.
- (e) The Adviser, if required by the employer, complies with subclause 8.4 of this clause.

8.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that an Adviser shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to an Adviser at the commencement of a year of service pursuant to subclause 8.1 shall be taken prior to the taking of any sick leave which the Adviser has accumulated in accordance with this sub-clause.

8.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness an Adviser, shall, upon request, provide a medical certificate addressed to the employer or, if the employer requests, to a medical practitioner nominated by the employer.
- (b) Where an Adviser has claimed frequent single days of sick leave or extended sick leave such that the employer requires additional information in relation to the employees sickness, then, the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the Adviser. The employer shall invite the Adviser to respond verbally to the issues raised by the employer. If the Adviser is a union member then the employee may seek union advice and assistance.
 - (ii) After consideration of the Adviser's response the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the Adviser to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the Adviser to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the Adviser any other action.
 - (iii) The Adviser may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
 - (iv) The parties agree to monitor the operation of this subclause for the duration of the award.

8.4 Portability

- (a) An Adviser who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary employee, and is employed by a

- employer on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 8.2 of this clause since 29 January 1996 shall be credited to the Adviser as the accumulated sick leave on the commencement of their employment with the Diocese.
 - (c) For an Adviser to be eligible for portability of sick leave under this clause, the Adviser must satisfy the following criteria:
 - (1) The Adviser has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the Adviser's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each employee on termination of employment a completed version of the form set out in Annexure B of this award and the employee will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
 - (d) For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wilcannia-Forbes, and Wollongong, "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 (349 I.G. 395) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.
 - (e) Notwithstanding paragraphs (a) and (b) of this subclause the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools and Catholic Diocesan employers shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 8.1 shall not exceed 25 days (with one or more employers).

8.5 Income Maintenance for Advisers on Workers Compensation

This sub-clause applies to an adviser who is totally unfit for work (total incapacity) and is in receipt of a weekly payment pursuant to workers compensation legislation. During the first 26 weeks only of the period that the adviser is unfit for work, if the weekly compensation payment received by the adviser is less than the award rate of pay applicable to the adviser, the adviser shall be entitled to top up the fortnightly salary to the award rate by taking any sick leave or long service leave to which the adviser is entitled. The leave balance of the adviser shall be reduced proportionately

9. Catholic Personal/Carer's Leave

9.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An Adviser other than a casual Adviser, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the Adviser's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 8 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The Adviser shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Adviser.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the Adviser being responsible for the care of the person concerned; and
- (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the Adviser or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and Adviser shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and Adviser's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 18 should be followed.

9.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act 1977.
- (b) An Adviser, other than a casual Adviser, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the Adviser's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 9.1(c)(ii).
- (c) Where a Adviser, other than a casual Adviser, is not entitled to utilise sick leave credits pursuant to paragraph 9.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the Adviser is responsible for the care or support of a person not referred to in subparagraph 9.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 9.2(b) is non-cumulative.
- (e) If required, an Adviser shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

9.3 Notification of Intention to Take Leave

In relation to sub-clauses 9.1 and 9.2, wherever practicable, an Adviser shall give the employer notice prior to the absence of the intention to take leave. The Adviser shall also provide the name of the person requiring care, that person's relationship to the Adviser, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Adviser to give prior notice of absence, the Adviser shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

9.4 Unpaid Leave for Family Purpose

An Adviser may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 9.1(c)(ii) or paragraph 9.2(c) who is ill or who requires care due to an unexpected emergency.

9.5 Entitlement for Casual Advisers

- (a) Subject to the requirements in paragraph 9.1(b) and subclause 9.3, casual Advisers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 9.1 (c) (ii) or 9.2(c) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the Adviser shall agree on the period for which the Adviser will be entitled to not be available to attend work. In the absence of agreement, the Adviser is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Adviser is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual Adviser because the Adviser accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual Adviser are otherwise not affected.

10. Parental Leave

10.1 Maternity Leave

- (a) An Adviser who applies for maternity leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the Adviser would have received, if the Adviser had not taken maternity leave. (If the period of maternity leave granted to the Adviser is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a Adviser works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The Adviser may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where an Adviser applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the Adviser shall give the employer at least one month's notice of intention.
- (e) If an Adviser has commenced paid maternity leave and subsequently the Adviser's pregnancy results in a miscarriage or a still birth, the Adviser shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the Adviser.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the Adviser (to which the Adviser, but for this clause, would have been entitled under clause 9, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the Adviser is entitled pursuant to this subclause.

- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the Adviser for the purpose of clause 5, Annual Adjustment of Salary and clause 13, Termination.
- (i) An Adviser on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where an Adviser gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the Adviser will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the Adviser will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the Adviser agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to an Adviser whose baby is born on or after 1 January 2006 and before 30 January 2006.

10.2 Adoption Leave

- (a) An Adviser who applies for adoption leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) An Adviser shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

10.3 Paternity Leave

- (a) An Adviser shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 10.3(a), an Adviser shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the Adviser's entitlement to Catholic Personal/Carer's Leave pursuant to clause 9 of this award.
- (c) The Adviser shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the Adviser to take leave at a time outside the period specified in this paragraph. If the Adviser chooses to agree to the

employer's request, such agreement shall be recorded in writing. Where the Adviser does not agree, the leave shall be taken in accordance with this paragraph.

- (d) The entitlement to paternity leave in paragraphs 10.3(a) and (b) is inclusive of, and not in addition to, the Adviser's entitlement to take unpaid paternity leave in accordance with the Industrial Relations Act, 1996.
- (e) The Adviser must, at least 4 weeks before proceeding on leave pursuant to paragraph 10.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 10.3(c) above.

10.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 8.4(d) of this award.

10.5 Casual Advisers

An employer must not fail to re-engage a regular casual Adviser (see section 53(2) of the Industrial Relations Act 1996 (NSW)) because:

- (a) the Adviser or Adviser's spouse is pregnant; or
- (b) the Adviser is or has been immediately absent on parental leave.

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

10.6 Right to Request

- (a) An Adviser entitled to parental leave may request the employer to allow the Adviser:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the Adviser in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the Adviser's circumstances and, provided the request is genuinely based on the Adviser's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Adviser's Request and the Employer's Decision to be in Writing

The Adviser's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

(d) Request to Return to Work Part-Time

Where an Adviser wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

10.7 Communication During Parental Leave

- (a) Where an Adviser is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Adviser held before commencing parental leave; and
 - (ii) provide an opportunity for the Adviser to discuss any significant effect the change will have on the status or responsibility level of the position the Adviser held before commencing parental leave.
- (b) The Adviser shall take reasonable steps to inform the employer about any significant matter that will affect the Adviser's decision regarding the duration of parental leave to be taken, whether the Adviser intends to return to work and whether the Adviser intends to request to return to work on a part-time basis.
- (c) The Adviser shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

11. Long Service Leave

11.1 Applicability of Long Service Leave Act 1955

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to Advisers employed under this award.

11.2 Accrual of Leave from 30 January 2006

The amount of long service leave which an Adviser shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of an Adviser who has completed:
- (i) less than ten years service, in respect of full-time service an Adviser shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a Adviser shall accrue 10 days per year of service.
- (b) An Adviser shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion to which the number of hours which a part-time Adviser's normal hours bears to the hours which a full-time Adviser is normally required to work. (NB that this formula is the same as that which is utilised in subclause 4.8 of this award for calculation of payment of part-time Advisers).

- (d) A Adviser shall be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 11.3.

11.3 Calculation of Accrual as at 29 January 2006

- (a) An Adviser whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of Advisers within Catholic schools, who change from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a Adviser is entitled to as at 29 January 2006:
- (i) all full-time Advisers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
- (ii) all part-time Advisers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 11.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

11.4 Entitlement to Long Service Leave and Payment of Long Service Leave on Termination

- (a) A Adviser shall be entitled to take long service leave accrued in accordance with subclauses 11.2 and 11.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a Adviser who has completed at least 5 years service with an employer and the service of the Adviser is terminated or ceases for any reason, such teacher shall be paid their accrued long service leave calculated in accordance with subclause 11.2 and subclause 11.3 of this clause.

11.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the Adviser can be taken at the Adviser's current FTE when the long service leave is taken.

For example, an Adviser works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The Adviser would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the

Adviser works 2.5 days per week (0.5 FTE) at the time they commence leave, the Adviser would be entitled to take their 90 days of long service leave over 36 weeks.

The following paragraphs (b) - (e) apply to the Dioceses of Broken Bay and Parramatta only. For the corresponding conditions of taking leave for the Archdiocese of Sydney see the Enterprise Agreement for teachers.

- (b) Where an Adviser has become entitled to long service leave in respect of the Adviser's service with an employer, the employer shall give to the Adviser and the Adviser shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the Adviser shall give not less than two school terms notice of the Adviser's wish to take leave, and further provided that the employer shall give the Adviser not less than two school terms notice of any requirement that such leave be taken.
- (c) An Adviser may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of an Adviser who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 11.10 Long Service Leave in Short Blocks nor in accordance with other diocesan policy on long service leave, then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where an Adviser is entitled to an amount of long service leave which is in excess of a school term the Adviser may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the Adviser accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

11.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

11.7 Service

The service of an Adviser with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the Adviser taking approved leave without pay (including unpaid leave in accordance with clause 10, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

11.8 Payment in Lieu of Long Service Leave

- (a) Diocese of Broken Bay
 - (i) Where an Adviser has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (that is, at least for a month) the Adviser and the employer may agree that, in addition to payment for the long service leave taken, the Adviser may be paid an amount in lieu of any additional long service leave accumulated by the Adviser.
 - (ii) If payment is elected to be taken in lieu of long service leave the amount the employer will pay in lieu of long service leave will be limited to the amount taken in actual leave.

- (iii) Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the Adviser's long service leave.
 - (iv) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, an Adviser's entitlements to long service leave will be reduced by the extent of such payment.
- (b) Diocese of Parramatta
See the relevant Enterprise Agreement for teachers.
 - (c) Archdiocese of Sydney
See the relevant Enterprise Agreement for teachers.

11.9 Long Service Leave and Leave Without Pay

Where an Adviser takes long service leave for an entire school term and the Adviser wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

11.10 Long Service Leave in Short Blocks

- (a) The Diocese of Broken Bay may permit an Adviser to take long service leave in blocks of less than a full term; provided that:
 - (i) the Adviser has eligible service of at least five years;
 - (ii) the application is approved by the Director having regards to the educational needs of the students, critical times of the school year and the personal circumstances of the Adviser;
 - (iii) the minimum period of leave to be taken in any one application is two weeks;
 - (iv) the period of leave is taken within a single term; and
 - (v) the leave may not be taken during the first four weeks of first term.
- (b) Diocese of Parramatta
See the relevant Enterprise Agreement for teachers.
- (c) Archdiocese of Sydney
See the relevant Enterprise Agreement for teachers.

12. Other Leave

12.1 Bereavement Leave

- (a) An Adviser shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the Adviser be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. An Adviser may be required to provide the employer with satisfactory evidence of such death.
- (b) Where an Adviser takes bereavement leave in accordance with paragraph (a) of this subclause an employer in their absolute discretion may grant the Adviser additional leave as leave without pay or leave with pay.

- (c) Where an Adviser requests leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the Adviser leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants an Adviser leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the Adviser's entitlement to sick leave in accordance with clause 8, Sick Leave.

An Adviser may be required to provide his/her employer with satisfactory evidence of such death.

- (e) Bereavement Leave shall be available to the Adviser in respect to the death of a person in relation to whom the Adviser could have utilised Personal/Carer's Leave in clause 9, provided that for the purpose of Bereavement Leave, the Adviser need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 9.4 of clause 9, Catholic Personal/ Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the Adviser and the reasonable operational requirements of the business.
- (g) Bereavement entitlement for Casual Advisers
 - (i) Casual Advisers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in relation to whom the principal could have utilised Catholic Personal/ Carer's Leave in sub-clause 9.5, provided that for the purpose of this bereavement entitlement, the casual Adviser need not have been responsible for the care of the person concerned. A casual Adviser must notify their employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the Adviser shall agree on the period for which the Adviser will be entitled to not be available to attend work. In the absence of agreement, the Adviser is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Adviser is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual Adviser because the Adviser accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual Adviser are otherwise not affected.

12.2 Military Reserve Leave

An Adviser who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

12.3 Examination Study Leave

Any Adviser, who for the purposes of furthering her/his educational training, enrolls in any course at a recognised higher education institution, shall be granted:-

- (a) leave with pay on the day of any examination required in the course.
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

12.4 Jury Service

- (a) A full time or part-time Adviser required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Adviser shall be required to reimburse to the employer any monies payable to the Adviser for such attendance (excluding reimbursement of expenses) which required the Adviser's absence from work.
- (b) The Adviser shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The Adviser shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

12.5 Short Community Service

Where an Adviser's involvement in a community service activity has been approved by the employer after consideration of the needs of the employer, an Adviser shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

12.6 Overseas Volunteer Programs

- (a) A full-time or part-time Adviser shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) An Adviser is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

13. Termination

13.1 Period of Notice

The employment of any Adviser shall not be terminated without at least four school term weeks notice on either side or the payment of or forfeiture of four weeks' salary in lieu of notice.

Provided, however, that where the employer intends to terminate the employment of an Adviser for a reason not reflecting any fault on the part of such Adviser the following conditions shall apply:

- (a) at least four school term weeks notice of the termination or salary in lieu of such notice shall be given;
- (b) the employer shall offer to the Adviser a position in a school; and
 - (i) the Adviser shall be paid at the appropriate classification with years of service including service as an Adviser except that if he or she was employed in a promotions position prior to appointment as an Adviser he or she shall be offered a similar position in a school; and
 - (ii) if the position which is offered is not acceptable to the Adviser the employer shall make available one other such position in a school.

13.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any Adviser for incompetence, misrepresentation, neglect of duty or other misconduct.

13.3 Payment on Termination

A full-time or part-time Adviser shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this award.

13.4 Calculation of Payments

- (a) A payment made pursuant to this clause to an Adviser whose working hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the Adviser since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the Adviser since the school service date
- F = Result in weeks
- G = Adviser's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to this clause to an Adviser whose working hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } A \times B = C$$

$$\text{Step 2 } C \times D = F$$

$$\text{Step 3 } F - B = G$$

where:

- A = Total salary paid to the Adviser since the school service date
- B = Salary paid to the Adviser in respect of non-terms weeks since the school service date
- C = Salary paid to the Adviser in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

13.5 Statement of Service

Refer to sub-clause 3.6 of clause 3, Terms of Engagement

14. Occupational Superannuation (Contribution By Employer)

14.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary and allowance prescribed from time to time for the employee by sub clauses 4.1 and 4.2 of clause 4, Salaries and Related Matters; and
 - (ii) the amount of any payment made to the employee pursuant to clause 5 Annual Adjustment of Salary or clause 13 Termination.
- (b) "Employee" means an Adviser to whom this award applies.
- (c) "Employer" means the employer of an Adviser to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; or
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

14.2 Fund - The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

14.3 Benefits

- (a) Except as provided in paragraphs (b), (d), (e) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine percent of the employee's basic earnings.
- (b) Subject to paragraph (g) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid:
 - (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July

1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.
- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause.

14.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (f) of subclause 14.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

15. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to effect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

16. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant To The Ombudsman Act 1974

16.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the Ombudsman Act 1974 means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the Ombudsman Act 1974 applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the Ombudsman Act 1974.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

16.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

16.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

16.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

16.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

17. Suspension

Notwithstanding any of the provisions of this award an employer may suspend an Adviser with or without pay while considering any matter which in the view of the employer could lead to the Adviser's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the Adviser and shall not except with the Adviser's consent exceed a period of four weeks.

18. Disputes Procedures

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award, by measures based on consultation, co-operation and negotiation.

- 18.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the workplace.
- 18.2 In the event of any matter arising which is of concern or interest, the Adviser shall discuss this matter with his or her supervisor.
- 18.3 If the matter is not resolved at this level, the Adviser may refer this matter to the union representative in the workplace, who will discuss the matter with the appropriate representative of the employer.
- 18.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the nominee of the employer for discussion and appropriate action.
- 18.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 18.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

19. No Extra Claims

- 19.1 Subject to sub clause 19.3, it is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2011.
- 19.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2011 and no claim can be made for such increases.
- 19.3 Leave is reserved to the Union to apply to the Industrial Relations Commission in relation to travelling allowance.

20. Area, Incidence and Duration

- 20.1 This award replaces and rescinds the Advisers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006 published on 16 June 2006 (359 IG 770) and all variations thereto.
- 20.2 This award shall apply to all Advisers employed by the Catholic Education Office Archdiocese of Sydney, Catholic Schools Office, Diocese of Broken Bay or Catholic Education Office Diocese of Parramatta, with the exception of members of a recognised religious teaching order and/or Clerks in Holy Orders and/or Ministers of Religion, provided that application may be made on behalf of any such member to be included within the scope of this Award.
- 20.3 This award shall take effect from 1 January 2009 and remain in force until 31 December 2011.

PART B - MONETARY RATES**Table 1 - Wage Rates**

ANNUAL SALARY			
Step	Effective from first pay period on or after 1 January 2009 4.4%	Effective from first pay period on or after 1 January 2010 3.8%	Effective from first pay period on or after 1 January 2011 3.8%
1	40,909	42,464	44,078
2	44,590	46,284	48,043
3	47,563	49,370	51,246
4	50,026	51,927	53,900
5	52,745	54,749	56,829
6	55,458	57,565	59,752
7	58,178	60,389	62,684
8	60,898	63,212	65,614
9	63,614	66,031	68,540
10	66,332	68,853	71,469
11	69,047	71,671	74,394
12	71,769	74,496	77,327
13	78,667	81,656	84,759

Table 2 - Other Rates of Pay and Allowances

Item No.	Clause No.	Step	Annual Allowance		
			Effective from first pay period on or after 1 January 2009 (4.4%)	Effective from first pay period on or after 1 January 2010 (3.8%)	Effective from first pay period on or after 1 January 2011 (3.8%)
1	4.2(a)	Step 1	12,229	12,694	13,176
	4.2(b)	Step 2	20,077	20,840	21,632
	4.2(c)	Step 3	22,475	23,329	24,216
		Distance travelled per year for work			
2	4.10(a)	0-8000 km 63.6 cents		8001 km or more 26.1 cents	
3	4.10(b)	26.1 cents			

ANNEXURE A**1. TEACHER CLASSIFICATIONS**

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2. Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or

- (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
 - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution.

ANNEXURE B

PORTABILITY

Part to be completed by Adviser:

Name of Adviser:

Name of former Diocesan Employer:

I, _____ was formerly employed by _____
 (Name of Adviser) (Name of former Catholic Diocese)

as a Adviser/other from _____ to _____
 (Date) (Date)

I commenced as a _____ with the Diocese on _____
 (Adviser/other) (Date)

 Signature Date

Part to be completed by former Catholic Diocesan Employer:

_____ was employed by the Diocese as a _____
 (Name of Adviser) (Adviser/other)

and ceased work on _____
 Date

At that time, untaken sick leave with our Diocese over the proceeding _____ years of continuous service is as follows:

_____ (Date)

SET OUT RECORD

e.g.:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

 Diocesan Officer

 Date

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

(4200)

SERIAL C7070

AGRICULTURAL, PASTORAL OR HORTICULTURAL SOCIETY'S SHOW (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 316 of 2009)

Before Commissioner Cambridge

22 May 2009

VARIATION

1. Delete clause 2, Rates of Pay of the award published 27 October 2000 (319 I.G. 838) and insert in lieu thereof the following:

2. Rates of Pay

- (i) The hourly rates of pay shall be as follows:
 - (a) Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1, of Table 1, Wages, of Part B Monetary Rates, of the Shop Employees' (State) Award as per Commissioner Bishop's decision of 23 July 2008, as varied, provided that until further variation the safety net adjustment rate shall be \$848.54 (2008 \$23.30 safety net adjustment rate: \$22.33).
 - (b) Employers 20 years of age - 90 per cent of the safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Bishop's decision of 23 July 2008, as varied, provided that until further variation the safety net adjustment rate shall be \$763.69 (2008 \$23.30 safety net adjustment rate: \$20.10).
 - (c) Employees 18 and 19 years of age - 80 per cent of the safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Bishop's decision of 23 July 2008, as varied, provided that until further variation the safety net adjustment rate shall be \$678.83 (2008 \$23.30 safety net adjustment rate: \$17.86).
 - (d) Employees 17 years and under - 60 per cent of the safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Bishop's decision of 23 July 2008, as varied, provided that until further variation the safety net adjustment rate shall be \$509.12 (2008 \$23.30 safety net adjustment rate: \$13.40).
 - (ii) The rates of pay prescribed in subclause (i) of this clause are loaded to compensate the employees for all such incidents of the employment and are payable for work done at any hour of the day. Such rates are also loaded to include an amount for annual holidays as provided for by the annual *Holidays Act*, 1944.
2. Delete clause 5, Meal Allowance and insert in lieu thereof the following:

5. Meal Allowance

A meal allowance shall be paid to each employee who works more than nine hours, finishing after 6.00pm.

The amount of such meal allowance shall be that prescribed by Item 3 of Table 2 - Other Rates and Allowances, Part B, Monetary Rates, of the Shop Employees (State) Award (2009 rate: \$12.30).

3. Delete clause 12, Commitment to Absorption and insert in lieu thereof the following:

12. Commitment to Absorption

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. 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.
4. This variation will apply from the first full pay period to commence on or after 23 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

(1867)

SERIAL C7065

BOARDING HOUSE STAFF (ST GREGORY'S COLLEGE CAMPBELLTOWN) (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 719 of 2009)

Before The Honourable Justice Kavanagh

19 May 2009

AWARD

PART A

1. Arrangement

This Award shall be known as the Boarding House Staff (St Gregory's College Campbelltown) (State) Award 2008.

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
	(i) Award
	(ii) Employee
	(iii) Employer
	(iv) Full-time Employee
	(v) Union
	(vi) Part-time Employee
	(vii) Casual Employee
3.	Wages
	(i) Classifications
	(ii) Supervisor Hours of work per fortnight
	(iii) Coordinator Hours of work per fortnight
	(iv) Casual Employees
	(v) Part-time Employees
	(vi) Calculation of Hourly Rates
4.	Payment of Wages
5.	Contract of Employment
6.	Hours of Work
7.	Sick Leave
8.	Annual Leave and Payment on Termination
9.	Annual Leave Loading
10.	Long Service Leave
	(i) Applicability of <i>Long Service Leave Act 1955</i>
	(ii) Quantum of Leave
	(iii) Calculation of Entitlement
11.	Parental Leave
	(i) Maternity Leave
	(ii) Adoption Leave
	(ii) Paternity Leave
12.	Catholic Personal/Carer's Leave
	(i) Use of Sick Leave to Provide Care and Support for a Family Member

- (ii) Use of Sick Leave for a Pressing Domestic Necessity
- (iii) Notification of Intention to Take Leave
- (iv) Unpaid Leave for Family Purpose
- (v) Annual Leave
- (vi) Make-up time
- (vii) Entitlement for Casual Employees
- 13. Bereavement Leave
- 14. Jury Service
- 15. Disputes Procedure
- 16. Anti-Discrimination
- 17. Superannuation
 - (i) Available to each employee
 - (ii) Definitions
 - (iii) Benefits
 - (iv) Transfer between Funds
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- 18. Fair procedures for investigating allegations of reportable conduct And exempt allegations pursuant to the *Ombudsman Act 1974*
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PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

PART C - REDUNDANCY

2. Definitions

- (i) "Award" means the Boarding House Staff (St Gregory's College, Campbelltown) (State) Award.
- (ii) "Employee" means a person who is employed with responsibility for the pastoral care and supervision of students in a boarding house.
- (iii) "Employer" means St Gregory's College, Campbelltown.
- (iv) "Full-time employee" means an employee who works hours as prescribed in section (i) of clause 6.
- (v) "Union" means the New South Wales Independent Education Union.
- (vi) "Part-time employee" means an employee, other than a casual employee, who works a consistent number of ordinary hours less than those prescribed in section (ii) of clause 6.
- (vii) "Casual Employee" means an employee engaged and paid as such.

3. Wages

(i) Classifications

An employee shall be initially appointed to the appropriate level as determined by the employee's skills and duties required to be performed in the position, as set out below:

- (a) A Supervisor position is one where the employee undertakes basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and the general functions of the boarding house, but while actively on duty may deputise as required from time to time for the person in charge of the boarding house.
- (b) A Coordinator position is one where the employee is responsible for the management of a boarding house and has a significant concern for the welfare of the students. Duties include the maintenance of effective communication with the parents of students, the supervision of other staff covered by this award in the boarding house and the responsibility of being the on-call duty coordinator one weekend per term in the Boarding House. The hours performed during this one weekend per term forms part of the ordinary duties hours worked by the Coordinator.

(ii) Subject to paragraphs (iv) and (v) of this clause, Supervisors shall be rostered to work a minimum of 38 hours per fortnight during term time which shall be paid at the part-time hourly rates of pay prescribed by Table 1 - Wage Rates. Any additional hours worked beyond 38 hours per fortnight during term time, or any time worked during non-term time shall be paid at the casual rate prescribed by subclause (iv). A minimum of 38 hours per fortnight shall be paid.

(iii) Subject to paragraphs (iv) and (v) of this clause, Coordinators shall be rostered to work a minimum of 50 hours per fortnight during term time which shall be paid at the part-time hourly rates of pay prescribed by Table 1 - Wage Rates. Any additional hours worked beyond 50 hours per fortnight during term time, or any time worked during non-term time shall be paid at the casual rate prescribed by subclause (iv). A minimum of 50 hours per fortnight shall be paid.

(iv) Casual Employees

Casual employees shall be paid:

- (a) at the hourly rate prescribed by Table 1 - Wages for the applicable classification; plus
- (b) one loading of 25 per cent of that amount (inclusive of payment in lieu of annual holidays required to be paid under the *Annual Holidays Act 1944*).
- (c) All hours worked by a part-time employee and paid at the casual rate will not accrue entitlements to annual leave or sick leave under this award.

(v) Part-time Employees

- (a) Part-time employees shall be paid the hourly rate prescribed by Table 1 - Wages for the applicable classification.
- (b) All hours worked by a part-time employee and paid at the casual rate will not accrue entitlements to annual leave or sick leave under this award.

(vi) The hourly rates for part-time and casual employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

4. Payment of Wages

(i) The wages payable to an employee other than a casual employee shall be payable fortnightly

- (ii) Wages payable to an employee shall be payable, at the employer’s discretion, by either cash, cheque or electronic funds transfer into an account nominated by the employee.
- (iii) The employer can elect to average a full-time and part-time employee’s wage so that the employee can be paid in equal instalments throughout the year.

5. Contract of Employment

- (i) On appointment, the employer shall provide full-time and part-time employees with a letter of appointment setting out the following:
 - (a) the classification and rate of pay of the employee;
 - (b) the rostered minimum number of hours to be worked each fortnight, Monday to Sunday, and the number of fortnights to be worked throughout the year; and
 - (c) any arrangements pertaining to the employee that provide for release time from other duties and/or additional payments or remuneration.
- (ii) Except for the 3 month period of probation during which employment may be terminated by either party on the giving of one week’s notice, the employment of a full-time or part-time employee may be terminated by either party in accordance with the following provisions or by the payment or forfeiture, as the case may be, of wages in lieu of notice.

Employee’s period of continuous service with the employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

If the employee is over 45 years old then increase the period of notice by 1 week

- (iii) In the case of a casual employee one day’s notice shall be given by either party.
- (iv) This shall not affect the right of the employer to summarily dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (v) On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee’s classification, and when the employment terminated.
- (vi) Redundancy
See Part C - Redundancy

6. Hours of Work

- (i) The rostered hours of work for full time employees shall be a minimum of 152 hours in any period of two school term fortnights, which hours shall not include hours outside rostered hours where the employee is required to be resident on the premises (including the period of a sleep over).
- (ii) Unless the employer and employee otherwise agree, all full time employees shall be entitled to 96 hours off duty each fortnight, at a time mutually convenient to the employer and the employee.

7. Sick Leave

- (i) An employee, other than a casual employee, shall be entitled to 13 days sick leave on full pay upon each anniversary of their continuous service which occurs after the making of this award.
- (ii) The taking of sick leave is subject to the following conditions:
 - (a) Employees shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to payment under the *Workers' Compensation Act, 1987* (as amended or replaced).
 - (b) The employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of the commencement of such absence, inform the employer of an inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
 - (c) The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that where a single day absence occurs before and/or after a public holiday a medical certificate shall be supplied.

- (iii) The sick leave entitlement of a part-time employee shall be in that proportion which the number of hours worked by the employee in a fortnight bears to a full-time employee.
- (iv) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Provided that an employer shall not be bound to credit an employee for sick leave which accrued more than fifteen years before the end of the last completed year of service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.
- (v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

8. Annual Leave and Payment on Termination

- (i) All employees, other than casual employees, shall receive four weeks paid annual leave in accordance with the *Annual Holidays Act 1944* (as amended or replaced) such leave normally to be taken during the boarding house summer pupil vacation period unless otherwise directed by the employer in accordance with the said Act.
- (ii) The provisions of the *Annual Holidays Act 1944* (as amended or replaced) shall apply with respect to pro-rata payment on termination.

9. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944* (as amended or replaced) is referred to as "the Act".
- (ii) Where an employee, other than a casual employee, is given and takes their annual holiday or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay to the employee a loading determined in accordance with this clause.
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award or, where such a holiday is given and taken in separate

periods in relation to each such separate period. NOTE: See subclause (vi) of this clause as to holidays taken wholly or partly in advance.

- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (vi)
 - (a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual leave loading where the annual holiday falls wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the first day of the teachers' school year.
 - (c) The employee shall be entitled to be paid annual leave loading in respect of the annual leave which is payable upon termination pursuant to subclause 8(ii), except in circumstances where the employee's employment is terminated by the employer due to the employee's serious and wilful misconduct.

10. Long Service Leave

- (i) Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause the provisions of the *Long Service Leave Act 1955* (as amended or replaced) shall apply.

- (ii) Quantum of Leave

Subject to subclause (v) of this clause, the amount of long service leave to which an employee shall be entitled for all service performed after the commencement of this award shall be calculated on the following basis:

- (a) In respect of full-time service an employee shall accrue 1.3 weeks per year of service. "Full - time service" means service of a full-time employee as defined in subclause 2(iv) of this award.
- (b) Where an employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 1.3 weeks of leave for each year of service.
- (iii) An employee shall be entitled to take any leave accrued under subclause (ii) of this clause upon completion of ten years service with the employer. Provided that an employee is further entitled to take any further leave accrued under this clause upon completion of each subsequent 5 years of service or as otherwise agreed with the employer.
- (iv) In the case of an employee who has completed at least five years service with the employer and the service of the employee is terminated or ceases for any reason, such employee shall be paid their accrued leave long service leave balance calculated in accordance with subclause (ii) of this clause.
- (v) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking maternity leave (including paid and unpaid leave)

or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

11. Parental Leave

(i) Maternity Leave

- (a) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 (as amended or replaced), is granted maternity leave for a period of fourteen weeks or longer by the employer and commences maternity leave on or after the making of this award, shall be entitled to maternity leave in accordance with this subclause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of pay the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The employee may elect to be paid during the period of paid leave in paragraph (b) of this subclause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the employee requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where an employee applies for a lump sum payment in advance under paragraph (c) of this subclause, the employee shall give the employer at least one month's notice of intention.
- (e) If an employee has commenced paid maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 shall apply.

Notation

Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after the making of this award, if the first day off work due to maternity leave is on or after the making of this award.

(ii) Adoption Leave

- (a) An employee who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 (as amended or replaced) and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) An employee shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

(iii) Paternity Leave

- (a) An employee shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 11. (iii)(a), an employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee's entitlement to Catholic Personal/Carer's Leave pursuant to clause 12 of this award.
- (c) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this paragraph. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 11. (iii)(a) and (b) is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996* (as amended or replaced).
- (e) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 11 (iii)(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 11.(iii)(c) above.

(iv) Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

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

(v) Right to request

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

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this subclause must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

- (vi) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

12. Catholic Personal/Carer's Leave

- (i) Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 7 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (b) The employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care of the person concerned; and

- (2) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 15, Disputes Avoidance and Grievance Procedure should be followed.

(ii) Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 12(i)(c)(2).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 12(i)(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 12(i)(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 12.2(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

(iii) Notification of Intention to Take Leave

In relation to sub-clauses 12(i) and 12(ii), wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(iv) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 12(i)(c)(2) or paragraph 12(ii)(c) who is ill or who requires care due to an unexpected emergency.

(v) Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (vi) Make-Up Time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vii) Entitlement for casual employees
 - (a) Subject to the requirements in paragraph 12(i)(b) and subclause 12(iii) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 12(i)(c)(2) or subclause 12(ii)(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

13. Bereavement Leave

- (i) An employee shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, step-child or grandchild, of the employee, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three days in respect of any such death. An employee may be required to provide the employer with satisfactory evidence of such death.
- (ii) Where the employee takes bereavement leave in accordance with subclause (i) of this clause, an employer in their absolute discretion may grant the employee additional leave without pay or leave with pay.
- (iii) Where the employee requests leave to attend a funeral of a person not specified in subclause (i) the employer in their absolute discretion may grant the employee leave as leave without pay or bereavement leave with pay.
- (iv) Where an employer grants an employee leave with pay in accordance with subclauses (ii) or (iii) of this clause, such leave will be deducted from the employee's entitlement to sick leave in accordance with clause 7, Sick Leave.
- (v) An employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of paid leave entitlement under this award or otherwise.
- (vi) Bereavement Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Catholic Personal/Carer's Leave in Clause 12, provided that for the purposes of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- (vii) Bereavement Leave may be taken in conjunction with other leave available under subclauses (iv) ,(v), (vi) and (vii) of Clause 12 Catholic Personal/Carer's Leave. In determining such a request the employer

will give consideration to the circumstances of the employee and the reasonable operational requirements of the boarding houses.

(viii) Bereavement Entitlement for Casual Employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the employee could have utilised Catholic Personal/ Carer's Leave in subclause 12(i)(c)(2), provided that for the purpose of this bereavement entitlement, the casual employee need not have been responsible for the care of the person concerned. A casual employee must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

14. Jury Service

- (i) An employee, other than a casual, required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the employer any monies payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from the boarding houses.
- (ii) The employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

15. Disputes Procedure

- (i) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this award, by measures based on consultation, co-operation and negotiation. Further, the parties agree that, subject to the provisions of the Industrial Relations Act 1996 (as amended or replaced), all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matter(s) in question.
- (ii) Procedures relating to grievances of individual employees:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by a relevant union for the purpose of each procedure.

- (iii) Procedures relating to disputes, etc., between employers and their employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Where it has not been possible for an employer to resolve the question, dispute or difficulty in the ordinary course of events at a boarding house, the employer is required to notify (in writing or otherwise) the employees as to the substance of the grievance and require the employee to attend a meeting to discuss the grievance. The employee may bring another member of staff or a representative of the relevant union to this meeting as a witness.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) While a procedure is being followed, normal work must continue.
 - (e) The employer may be represented by an employer representative and the employees may be represented by a relevant union for the purpose of each procedure.

16. Anti-Discrimination

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

17. Superannuation

- (i) The New South Wales Non-Government Schools Superannuation Fund or the Catholic and Retirement Fund shall be made available to each employee.
- (ii) Definitions

For the purpose of this clause, the following definitions shall apply:

- (a) "Basic Earnings" for the purposes of this clause shall mean the minimum hourly rate of pay prescribed for the employee by this award.
- (b) "Fund" means either
 - (1) the New South Wales Non-Government Schools Superannuation Fund; or
 - (2) the Catholic Superannuation and Retirement Fund; or
 - (3) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

(iii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, the employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with procedures and subject to the requirements prescribed by the relevant fund or as agreed between the employer and the trustees of a fund.
- (c) The employer shall not be required to make contributions pursuant to this clause in respect of an employee in regard to a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the making of this award.

Provided that if the employee has not applied to join a fund within six weeks of the employee's day of engagement the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) The employer shall make contributions pursuant to this award in respect of
 - (1) casual employees who earn in excess of \$2,090.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the qualified employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue of the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where the employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees within two weeks of such approval, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation

Commissioner granting interim or final listing to the fund at a cost of eighty cents per page of such copies.

(iv) Transfer between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of sub-clause (iii) of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

(v) Explanatory Clause

The figure which appears in subparagraph (1) of paragraph (f) of subclause (iii) of this clause, is calculated by the following formula:

$$\begin{array}{r} \text{Supervisor} \\ \text{casual hourly rate of pay} \end{array} \quad \times \quad \begin{array}{r} 19 \text{ eight-hour days} \\ (1 \text{ month}) \end{array}$$

or \$2,090, whichever is the greater.

18. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

(i) Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) Any behaviour that causes psychological harm to a child,

whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* (as amended or replaced) applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or

- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

- (ii) Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

- (iii) Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (1) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (2) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (3) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

- (iv) Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

- (v) Confidentiality of documents and files
 - (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

19. Higher Duties

- (i) A supervisor required by the employer to temporarily perform duties of a Co-ordinator for more than one week shall be paid at the Co-ordinator rate for the whole period during which those duties are performed.

20. Travelling Expenses

- (i) When an employee, in the course of their duty, is required by the employer to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (ii) Where an employee is required to use their motor car by the employer on a casual or incidental basis, they shall be paid the rate set by Item 1 of the Table 2, during such use.
- (iii) If the employer provides a vehicle the employer shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

21. Remuneration Package

- (a) This clause facilitates the provision of salary and benefit packages to individual members of staff covered by this award provided that such salary packaging shall only be available during the term time in which they are paid for performing Boarding House duties.

- (i) For the purposes of this clause:

- (a) "Benefits" means the benefits nominated by the employee from the benefits provided by the school and listed in paragraph (c) of subclause (iv) of this clause.

- (b) "Benefit Value" means:

- (i) the amount being paid by the employee in the case of rent;
 - (ii) the amount specified by the employer as the cost to the College of the Benefit provided;
 - (iii) the Fringe Benefit Tax, if any.

- (c) "Fringe Benefit tax" means tax imposed by the *Fringe Benefits Tax Act 1986* (as amended or replaced).

- (ii) Conditions of Employment

Except as provided by this clause, employees must be employed on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.

- (iii) Salary Packaging

The employer may offer to provide and the employee may agree in writing to accept:

- (a) the Benefits nominated by the employee; and
 - (b) a rate of pay equal to the difference between the benefit value and the gross earnings which would have been applied had the employee not made the decision to salary sacrifice benefits under subclause (c) of this clause;

- (c) The available benefits are those made available by the school from the following list:
- (1) superannuation;
 - (2) rent;
 - (3) payment of meals; or
 - (4) other benefits offered by the employer.
- (d) The level of benefits to which you may package will be a grossed-up value of \$30,000 or such other amount as determined by the Australian Tax Office from time to time.
- (e) The employer must advise the employee in writing of the benefit value before the agreement is entered into.
- (f) During the currency of an agreement under subclause (iv) of this clause if an employee takes:
- (1) paid leave the employee will continue to be entitled to salary sacrifice any benefits during the period of leave;
 - (2) leave without pay the employee will not be entitled to salary sacrifice any benefits during the period of leave.
- (g) Any other payment, calculated by reference to the employee's salary, however described, and payable:
- (1) during employment; or
 - (2) on termination of employment in respect of untaken paid leave; or
 - (3) on death,
- shall be at the rate of pay which would have applied to the employee under subclause (iii) of this clause, in the absence of an agreement under paragraphs (a) and (b) of subclause (iv) of this clause.

22. Accommodation and Meals

- (i) Accommodation
- (a) Where, at the commencement of this Award or subsequent to the making of this Award, an employee resides in accommodation (being either a studio in a boarding house or a free standing cottage adjacent to a boarding house) provided by the employer during term time the employer is entitled to charge, and may deduct from the employee's pay an amount for rent as specified in Table 3 Accommodation Contributions of Part B Monetary Rate of this Award.
 - (b) The amount of rent that may be deducted by the employer, as specified in (a) of this clause, shall be reviewed by the parties at the same time as the parties to this Award review the rates of pay contained in Part B Monetary Rates of this Award. Such review will have regard, but not limited to, market rates for similar accommodation and fringe benefits tax considerations.
 - (c) The rent deducted by the employer from an employee's pay each fortnight shall be equal to the annual rent as determined in paragraph 22(i)(a) divided by the number of term fortnights in the school year. Employees shall be entitled to occupy employer premises during non-term time without further deduction of rent.

- (d) Where an employee who normally resides in a Studio Apartment takes paid leave from the employer for more than one week during term time, and does not occupy the accommodation during that time, no deduction shall be made in accordance with paragraph (a).
 - (e) Electricity, gas, water, telephone and internet bills will be paid for by the College.
- (ii) Meals
- (a) Where an employee elects to purchase meals at the employer's dining facilities the provisions of this subclause shall apply.
 - (b) At the commencement of each school year the employer shall notify the employee, in writing, of the cost of meals provided at the employer's dining facilities.
 - (c) At the commencement of each school year an employee may nominate the number of meals to be taken at the employer's dining facilities each week. Such election shall be made in writing and shall nominate the meals to be purchased each day of the week and whether or not the meals are to be taken during term weeks only, or during term and non-term weeks.
 - (d) Upon receipt of the written instructions outlined in paragraph 22 (ii)(c), the employer may deduct from an employee's weekly wage an amount determined by dividing the total projected annual cost of nominated meals for that employee by the number of term weeks in the school year.
 - (e) An employee whose employment terminates during the school year shall not be liable for the cost of future untaken meals.
 - (f) An employee may terminate or vary the instructions outlined in paragraph 22(ii)(c) by the giving of not less than one term's notice in writing to the employer.

23. Savings Clause

This award is made on the understanding that there shall be no overall direct prejudice to the pay and conditions existing for employees at the date on which this award takes effect merely as a consequence of the coming into operation of this award.

24. No Extra Claims

It is a term of this award that the union undertakes not to make or pursue any extra claims for improvements in wages or other terms and conditions of employment until 1 February 2011.

25. Area, Incidence and Duration

- (i) This award shall apply to Supervisors and Co-coordinators employed in boarding houses conducted by or on behalf of St Gregory's College, Campbelltown, to the exclusion of any other award, including, but not limited to, the Teachers (Catholic Independent Schools) (State) Award, as amended or replaced. Provided further that this award shall not apply to:
 - (a) Members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion;
 - (b) G A P students who are gaining experience under a "school to school interchange programme" with an employer covered by this award;
 - (c) Mr Paul Fox for so long as he resides on College premises as an employee of the College and enjoys the terms and conditions of employment no less favourable than the terms and conditions of this award.

- (iii) This award shall take effect from the first pay period to commence on or after 4 March 2008 and remain in force for 3 years. It rescinds and replaces the Boarding House Staff (St Gregory's College Campbelltown) (State) Award 2006 published 22 September 2006 (361 I.G. 46).

PART B

MONETARY RATES

Table 1 - Wage Rates

Part-time Hourly Rates of Pay

Level	From the first full pay period on or after 4 March 2008 per hour \$	From the first full pay period on or after 4 March 2009 per hour (4%) \$	From the first full pay period on or after 4 March 2010 per hour (4%) \$
Supervisor	\$19.03 per hour	\$19.79 per hour	\$20.58 per hour
Coordinator	\$20.55 per hour	\$21.38 per hour	\$22.24 per hour

Casual Hourly Rates of Pay

Level	From the first full pay period on or after 4 March 2008 per hour \$	From the first full pay period on or after 4 March 2009 per hour (4%) \$	From the first full pay period on or after 4 March 2010 per hour (4%) \$
Supervisor	23.79 per hour	24.74 per hour	25.73 per hour
Coordinator	25.69 per hour	26.73 per hour	27.80 per hour

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	20 (ii)	Own Car Allowance for use on a casual or incidental basis	0.65 per km

Items 1 to be adjusted for CPI increases. Current rates have been adjusted to include the September Quarter 2008.

Table 3 - Accommodation Contributions

Type of Accommodation	Contribution Per Term Fortnight From the first full pay period commencing on or after 4 March 2008 \$	Contribution Per Term Fortnight From the first full pay period commencing on or after 4 March 2009 \$	Contribution Per Term Fortnight From the first full pay period commencing on or after 4 March 2010 \$
Studio Apartment	30.00	40.00	50.00
Industrial Arts Flat	100.00	133.00	166.00
Senan House	180.00	200.00	208.00
Free Standing Cottage	392.00	436.00	454.00

PART C

REDUNDANCY

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- 1.2 This part shall only apply if the employer employs 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 1.4 This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
2. Employer's duty to Notify and Discuss
 - 2.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - 2.2 The employer shall discuss with the employees affected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
 - 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
3. Discussions before terminations
 - 3.1 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
 - 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
 - 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. Notice for Changes in Production, Program, Organisation or Structure

4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with clause 2 of this part.

4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4 Employee leaving during the notice period

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

4.5 Statement of employment

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

4.6 Notice to Centrelink

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

4.7 Centrelink Employment Separation Certificate

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

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

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

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

T. M. KAVANAGH *J*

Printed by the authority of the Industrial Registrar.

BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 11 April 2008 (365 I.G. 433) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	16	Meal Allowance	12.30

2. Delete the amount "\$66.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 9, Supported Wage, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

COMMUNITY PHARMACY (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Items 4 and 5 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates of the award published 15 February 2008 (364 I.G. 1210) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
4	22.3	Meal Allowance	13.30
5	35.2	Meal Allowance (Schools and Courses)	13.30

2. Delete the amount "\$66.00" appearing in subclause 18.3 and paragraph 18.9.3 of clause 18, Supported Wage, and insert in lieu thereof the following:
"\$69.00"
3. Effective on and from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

(1888)

SERIAL C6967

COUNTRY ENERGY FAR WEST INTERIM AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Country Energy.

(No. IRC 83 of 2009)

Before The Honourable Mr Deputy President Harrison

13 February 2009

VARIATION

1. Delete clause 61, Allowances - Table 1 Part B of the award published 27 February 2009 (367 I.G. 215) and insert in lieu thereof the following:

61. Allowances - Table 1 Part B

Allowances Increase in Line with Wage % Increases

Clause #	Allowance		BEL	BHE Division	ASU/MEU	Water
24(ix)	On call (week being 7 days)	Per week	292.51	292.51	292.51	
	On call weekly (5 Days)	Per day Per day Per day	208.94	208.94	208.94	
24(ix)	On Call Weekday	Per week	41.79	41.79	41.79	
24(ix)	On Call Weekend		48.75	48.75	48.75	
24(xxii)	On Call Short Notice		48.75	48.75	48.75	
24(xiii)	On call duty officer	Per week	292.51	292.51	292.51	
24(xv)	Officer in Charge	Per week	292.51	292.51	292.51	
29(v)(e)	Meal - Overtime	Per meal	25.05	25.05	25.05	25.05
	Crib Time	Per day				7.51
42	Licence HC	Per week				6.89
	Licence HR	Per week				5.36
47(i)(a)a	Living Away - Breakfast	Per day	19.99	19.99	19.99	19.99
	Living Away - Lunch	Per day	22.87	22.87	22.87	22.87
	Living Away - Dinner	Per day	39.47	39.47	39.47	39.47
47(i)(c)	Living Away	Per day	34.10	29.75	12.13	12.13
48(i)	Camping	Per day	28.90		38.65	38.65
49(ii)	First Aid	Per day	1.29		2.23	
50(ii)	Leading Hand	Per hour	1.16	1.07	0.74	1.14
51(v)	Tools	Per week	9.70			
52(i)	Area Climatic Allowance	Per day	1.45		1.25	
53(i)	Aircraft Allowance	Per day	12.93	12.93	12.93	
54(i)	Climbing Allowance	Per day	20.71	20.71	20.71	
	Miscellaneous					
Appendix 6	Lead Bonus	Per hour		3.33		3.33
	Bitumen	Per day				4.97
	Powder Monkey	Per day		6.92		8.60
	Confined Space	Per hour		5.17		5.17
	Dirty Work	Per hour		.21		1.32
	Dangerous substance	Per day				7.52

	Dirty Dangerous Conditions	Per week			10.79	
	Welding Galvanised steel	Per day				3.44
	Sewer Access Chamber	Per day				15.64
	Height	Per day				4.17
	Towing	Per day		7.93		
	Semi Trailer - two axle	Per day		7.14		
	Shift - Morning	Per shift			7.15	5%
	Shift - Afternoon	Per shift			15.32	15%
	Shift - Night	Per shift			15.32	17.5%
	Plant Operator	Per day		9.29		
	Phone Answering	Per week	51.36			

2. Delete clause 68, Appendix 7 - Classifications and Rates of Pay and insert in lieu thereof the following:

68. Appendix 7 - Classifications and Rates of Pay

USU

Classification: Professional, Supervisory and Support Staff (Corporate and Retail) -

An employee who performs work of an analytical nature which requires a high degree of professionalism, skill and autonomy and is generally in support of or answerable to a manager shall be classified as a professional, supervisory and support officer.

Grade	01/01/08	05/01/09
1	1239.84	1277.03
2	1305.42	1344.59
3	1366.15	1407.14
4	1440.33	1483.54
5	1518.38	1563.93
6	1581.38	1628.82

Classification: Information Technology Staff -

An employee who is appointed to the information technology section and who has tertiary qualifications in a related field or discipline or has skills equivalent to that status.

Grade	01/01/08	05/01/09
1	1306.39	1345.59
2	1366.15	1407.14
3	1440.33	1483.54
4	1518.38	1563.93
5	1581.38	1628.82
6	1639.19	1688.37
7	1692.14	1742.91
8	1745.27	1797.63
9	1811.34	1865.68
10	1875.56	1931.73

Classification: Corporate and Retail Support Staff -

An employee who performs work which is principally of a clerical or administrative nature in support either of corporate or retail professional and supervisory staff shall be classified as a corporate or retail support officer

Grade	01/01/08	05/01/09
1	516.93	532.43
2	579.92	597.32
3	647.61	667.04
4	717.41	738.93
5	810.37	834.68
6	900.73	927.75
7	961.30	990.14
8	1041.79	1073.04
9	1096.52	1129.42
10	1169.23	1204.31

Note: Grade 1 is adult entry at School Certificate level or acceptable equivalent.

Grade 3 is entry at Higher School Certificate level or acceptable equivalent.

Annual incremental progression to grade 5 subject to employee undertaking employer endorsed training and satisfactory performance.

Appointment beyond grade 5 is dependent on job evaluation.

Classification: Professional Officer (Network) -

An employee who has completed a recognised degree and who is eligible for admission as a member of the Institution of Engineers, Australia may be appointed to a position as a professional officer to carry out professional engineering duties and functions.

Grade	01/01/08	05/01/09
1	1426.23	1469.02
2	1631.58	1680.53
3	1729.07	1780.95
4	1895.39	1952.25
5	1998.38	2058.33

Classification: Supervisory and Technical Support Officer (Network)

An employee who performs tasks of an engineering management or analytical nature generally in support of a professional officer (network) shall be appointed as a supervisory and technical support officer. This classification also covers those employed as a works co-ordinator; team leader; design and investigation officer; network standards officer; safety officer or metering officer.

Grade	01/01/08	05/01/09
1	1182.68	1218.16
2	1239.52	1276.71
3	1301.54	1340.58

4	1354.66	1395.30
5	1414.25	1456.68
6	1454.09	1497.71
7	1530.69	1576.61
8	1595.79	1643.67
9	1663.49	1713.39
10	1729.89	1781.78

Grades 7 to 10 are for engineering officers with the grade to be determined by job evaluation.

Grades 4 to 10 are for works co-ordinators with the grade to be determined by job evaluation.

Grades 1 to 2 are for team leaders with progression from grade 1 to grade 2 after twelve months.

Grades 1 to 3 are for electrical trade's persons engaged in advanced work and possessing post trade qualification with progression from grade 1 to 2 to 3 after each twelve months.

Classification: Materials Management Officer -

An employee who is primarily engaged in the acquisition, distribution, control and recording of stores, equipment, plant, and materials including the operation of stores and quality of goods received and the management of contracts in respect of these items, shall be appointed as a material management officer.

Grade	01/01/08	05/01/09
1	976.52	1005.81
2	1065.92	1097.89
3	1165.50	1200.47
4	1196.92	1232.83
5	1301.86	1340.92
6	1360.66	1401.48
7	1400.49	1442.51

Materials managers shall progress annually from grade 1 through to grade 5

Appointment beyond grade 5 is dependent on job evaluation.

Classification: Technician -

A technician is a qualified tradesperson who is primarily involved in related energy work, motor vehicles and plant or other associated trades, or non-trades staff involved in the operation of a materials distribution centre.

Grade	01/01/08	05/01/09
1	990.51	1020.23
2	1034.50	1065.54
3	1062.20	1094.06
4	1117.44	1150.96
5	1172.69	1207.87
6	1227.94	1264.77
7	1283.18	1321.67
8	1338.43	1378.59
9	1422.83	1465.51
9L/H	1471.16	1515.30

Technicians shall progress annually from grade 1 through to grade 4

A technician performing work on energy distribution systems including installation protection systems, zone substations, and installation inspection shall progress from grade 1 to grade 5.

Grades 6 and 7 apply to former Illawarra Electricity employees who are on these rates at the commencement of this Award.

Motor mechanics shall progress annually from grade 1 through to grade 3.

Painters and welders shall progress from grade 1 to grade 2 after twelve months.

Classifications 4+ and 3+ have an amount of \$4.30 per week included into the rate in consideration for disabilities encountered in the work place in the nature of confined spaces, underground work, working at heights, wet and dirty places and the use of power tools and explosives.

Classification: Energy Distribution Worker -

An Energy Distribution Worker is an employee who, has a post-secondary qualification in:

- (1) gas supply, or
- (2) overhead linework or other qualification recognised under the Overhead Lineworkers Regulations, and who is engaged in the operation, maintenance and construction of energy transmission and distribution systems up to and including sub-transmission assets, including work on switchboards and metering equipment.

Grade	01/01/08	05/01/09
Trainee	896.48	923.37
1	974.98	1004.23
2	1017.94	1048.48
3	1037.83	1068.97
4	1074.30	1106.53
5	1131.23	1165.17
5L/H	1194.26	1230.09
6	1174.77	1210.01
6L/H	1237.82	1274.95
Sup L/H	1338.42	1378.57

Energy Distribution Workers are eligible to progress annually from Grade 1 through to Grade 4 subject to work performance and/or conduct not having been assessed as unsatisfactory during the twelve-month period from the date of commencement or date of last incremental advancement.

An Energy Distribution Worker (Electrical) who is qualified and performs liveline stick work shall be paid at Grade 5.

An Energy Distribution Worker (Electrical) who is qualified and performs liveline glove and barrier work shall be paid at Grade 6.

A Probationary Energy Distribution Worker requires a minimum of four months on the job training assisting Energy Distribution Workers (Electrical) and has to undertake the overhead Lineworkers course and supplementary in-school practical course. A Probationary Energy Distribution Worker shall be graded and paid as an Energy Distribution Worker (Electrical) Grade 1. On satisfactory completion of the probationary period and courses, the employee will be advanced as an Energy Distribution Worker Grade 2.

Classification: Assistant -

An assistant is an employee who is engaged in either the operation of plant or reading of meters and associated clerical duties, or depot officer duties or the maintenance of plant and equipment, or cleaning, routine store work, care of grounds, equipment and vehicles and other related administrative and clerical functions.

Grade	01/01/08	05/01/09
1	865.41	891.37
2	882.64	909.12
3	900.09	927.09
4	931.61	959.56
5	966.46	995.46
6	1031.27	1062.21
7	1044.89	1076.23

Assistants shall progress annually through the grades as follows:

Depot officers and storeworkers to Grade 6.

Meter readers and plant operators to Grade 4.

All others to Grade 3.

USU (BHWB) Salaried Officers

Grade	Level	01/01/08	05/01/09
Grade 1	1	789.23	812.91
	2	807.91	832.15
	3	827.04	851.85
	4	846.65	872.05
	5	866.73	892.73
Grade 2	1	895.38	922.24
	2	916.70	944.20
	3	938.52	966.67
	4	960.92	989.75
	5	983.86	1013.38
Grade 3	1	1002.77	1032.86
	2	1026.72	1057.52
	3	1051.33	1082.87
	4	1076.57	1108.86
	5	1102.38	1135.45
Grade 4	1	1122.83	1156.51
	2	1149.83	1184.32
	3	1177.48	1212.81
Grade 5	4	1205.86	1242.03
	5	1234.92	1271.97
	1	1261.85	1299.70
	2	1292.32	1331.09
	3	1323.53	1363.24
	4	1355.55	1396.22
	5	1388.36	1430.01

Grade 6	1	1420.15	1462.75
	2	1454.60	1498.24
	3	1489.88	1534.58
	4	1526.09	1571.87
	5	1563.10	1609.99
Grade 7	1	1579.63	1627.02
	2	1618.06	1666.60
	3	1657.45	1707.17
	4	1697.78	1748.71
	5	1739.16	1791.34

Water Wage Employees

Classification	Work Group		Weekly	
			01/01/08	05/01/09
Trades	Electrical	1	1032.95	1063.94
		2	1051.37	1082.91
		3	1070.96	1103.09
		4	1129.84	1163.73
		5	1178.95	1214.32
		Technical Officer	1275.85	1314.13
		Sup L/H 1	1247.03	1284.44
		Sup L/H 2	1282.11	1320.57
		Sup L/H 3	1315.10	1354.56
Trades	Other	1	1015.60	1046.07
		2	1035.56	1066.62
		3	1055.36	1087.02
		4	1114.19	1147.62
		5	1163.52	1198.43
		Sup L/H 1	1220.84	1257.46
		Sup L/H 2	1250.01	1287.51
		Sup L/H 3	1279.92	1318.32
Trades	Plumbers	1	1015.58	1046.04
		2	1044.26	1075.58
		3	1063.37	1095.27
		4	1067.18	1099.19
		5	1072.73	1104.92
		6	1114.19	1147.62
Sewer	Non Trades	1	924.11	951.84
		2	952.41	980.98
		3	971.68	1000.83
		4	975.32	1004.58
		5	981.21	1010.65
		6	1144.07	1178.39

Water Reticulation				
Construct/Watching		1	837.32	862.44
		2	865.61	891.58
		3	884.90	911.44
		4	888.52	915.18
		5 Shift Supervisor	966.60	995.60
		6 Sup L/H	1057.27	1088.99
Stores		1	837.32	862.44
		2	873.42	899.63
		3	884.90	911.44
		4	927.07	954.88
		5	1057.27	1088.99
WPT		1/1	892.69	919.47
		1/2	910.56	937.87
		2/1	925.74	953.51
		2/2	944.25	972.58
		2 L/H	1029.45	1060.33
		3/1	994.84	1024.68
		3/2	1014.72	1045.16
		3 L/H	1119.20	1152.77
		4/1	1069.94	1102.04
		4/2	1091.33	1124.07
		Senior L/H 1	1220.84	1257.46
		Senior L/H 2	1250.01	1287.51

Balranald Energy Lodge

Classification	Grade/Level	01/01/08	05/01/09
Electrical Technicians	1	990.51	1020.23
	2	1034.50	1065.54
	3	1062.20	1094.06
	4	1117.44	1150.96
	5	1172.69	1207.87
	6	1227.94	1264.77
	7	1283.18	1321.67
	8	1338.43	1378.59
	9	1422.83	1465.51
	9 L/H	1471.16	1515.30
Lineworker	Trainee	896.48	923.37
	1	974.98	1004.23
	2	1017.94	1048.48
	3	1037.83	1068.97
	4	1074.30	1106.53
	5	1131.23	1165.17
	5 L/H	1194.26	1230.09
	6	1174.77	1210.01
	6 L/H	1237.82	1274.95
	Supervising L/H	1338.42	1378.57

Electrical Worker	1	865.41	891.37
	2	882.64	909.12
	3	900.09	927.09
	4	931.61	959.56
	5	966.46	995.46
	6	1031.27	1062.21
	7	1044.89	1076.23
Apprentices	1st Year	528.25	544.10
	2nd Year	623.17	641.87
	3rd Year	716.51	738.00
	4th Year	811.70	836.05
Stores Supervisor	1/1	925.26	953.02
	'1/2	953.20	981.80
	1/3	996.00	1025.88
	'1/4	1033.18	1064.17
	1/5	1059.63	1091.42
	1/6	1087.29	1119.91
	2/1	1120.93	1154.56
	2/2	1152.39	1186.96
	3/1	1188.73	1224.39
	3/2	1220.89	1257.52
Foreman	1/1	1134.87	1168.92
	'1/2	1159.40	1194.18
	1/3	1176.00	1211.28
	2/2	1205.69	1241.86
	3/1	1231.33	1268.27
	3/2	1264.13	1302.06
Supervisory Technical Support Officer	1	1137.18	1171.30
	2	1191.84	1227.60
	3	1251.48	1289.02
	4	1302.56	1341.64
	5	1359.86	1400.65
	6	1398.17	1440.12

BIC Employees

Classification	Grade/Level	01/01/08	05/01/09
Clerical Officers	1/1	584.72	602.27
	'1/2	654.54	674.17
	1/3	722.99	744.68
	'1/4	872.45	898.63
	2/1	883.58	910.08
	2/2	906.90	934.11
	2/3	974.75	1003.99
	2/4	1014.52	1044.95
	2/5	1039.24	1070.42
	2/6	1072.10	1104.27
	2/7	1095.27	1128.13
	2/8	1152.37	1186.95
	3/1	1203.28	1239.38

	3/2	1247.40	1284.82
	4/1	1275.80	1314.07
	4/2	1304.70	1343.84
	5/1	1322.17	1361.84
	5/2	1350.23	1390.74
	5/3	1398.31	1440.26
Admin Officers	1/1	1396.57	1438.47
	1/2	1432.08	1475.04
	2/1	1472.10	1516.26
	2/2	1513.80	1559.21
	3/1	1549.21	1595.69
	3/2	1578.65	1626.01
	4/1	1615.16	1663.62
	4/2	1637.33	1686.45
	5/1	1695.80	1746.67
	5/2	1744.30	1796.63
	6/1	1777.39	1830.71
	6/2	1795.88	1849.76
Meter Readers Casual	1	1027.24	1058.06
	2	1064.26	1096.19
	3	1114.34	1147.77
Meter Reader Full time	1	928.62	956.47
Handyperson	1	919.66	947.25
	2	1001.07	1031.10
	3	1061.18	1093.02
Stores	1	966.46	995.46
	2	990.47	1020.18
	3	1031.30	1062.24
	4	1066.77	1098.78
	5	1091.93	1124.68
	6	1118.31	1151.86
	7	1150.40	1184.91
	8	1180.32	1215.73
	Supervisor	1254.22	1291.84
Electrical Technicians	1	990.51	1020.23
	2	1034.50	1065.54
	3	1062.20	1094.06
	4	1117.44	1150.96
	5	1172.69	1207.87
	6	1227.94	1264.77
	7	1283.18	1321.67
	8	1338.43	1378.59
	9	1422.83	1465.51
	9 L/H	1471.16	1515.30

Lineworker	Trainee	896.48	923.37
	1	974.98	1004.23
	2	1017.94	1048.48
	3	1037.83	1068.97
	4	1074.30	1106.53
	5	1131.23	1165.17
	5 L/H	1194.26	1230.09
	6	1174.77	1210.01
	6 L/H	1237.82	1274.95
	Supervising L/H	1338.42	1378.57
Electrical Worker	1	865.41	891.37
	2	882.64	909.12
	3	900.09	927.09
	4	931.61	959.56
	5	966.46	995.46
	6	1031.27	1062.21
	7	1044.89	1076.23
IT			
	1	1317.64	1357.16
	2	1544.67	1591.01
	3	1615.38	1663.84
	4	1731.78	1783.73
	5	1854.53	1910.16
	6	1938.58	1996.74
	7	2001.04	2061.07
	8	2063.88	2125.79
Technical Officer	1/1	1382.65	1424.13
	1/2	1415.27	1457.72
	1/3	1443.34	1486.64
	1/4	1479.40	1523.78
	2/1	1512.24	1557.61
	2/2	1544.88	1591.22
	3/1	1582.75	1630.24
	3/2	1607.40	1655.62
	4/1	1644.14	1693.46
	4/2	1674.71	1724.95
Apprentices	1st Year	528.25	544.10
	2nd Year	623.17	641.87
	3rd Year	716.51	738.00
	4th Year	811.70	836.05

3. This variation shall take effect from the first the first pay period on or after 1 January 2009.

R. W. HARRISON *D.P.*

(1131)

SERIAL C7057

CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2343 of 2008)

Before The Honourable Justice Walton, Vice-President

29 April 2009

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Anti-Discrimination
4.	Marking Rates - Base Rates
5.	Marking Rates (Written)
6.	Examining Rates (Practical)
7.	Meal Allowance
8.	Travel and Living Allowance
9.	Family Leave Provisions
10.	Advisers
11.	Minimum Payment
12.	Superannuation
13.	Salary Sacrifice to Superannuation
14.	No Further Claims
15.	Hours of Work
16.	Conditions of Examining and Marking
17.	Examination Procedures
18.	Recruitment of Examiners and Assessors
19.	Performance Development
20.	System Improvements
21.	Dispute Resolution Procedures
22.	Duties as Directed
23.	Occupational Health and Safety
24.	Termination of Services
25.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Base Rates

Table 2 - Allowances for Advisers

Table 3 - Other Rates and Allowances

2. Dictionary

- 2.1 "Advisers" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.2 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.3 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.4 "Employees" means Advisers, Assessors and Examiners employed by the Office of the Board of Studies.
- 2.5 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 2.6 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.7 "General Manager" means the Department Head of the Office of the Board of Studies, New South Wales who holds corporate governance responsibilities for the AMEB (NSW) under the *Public Sector Employment and Management Act 2002* and *Public Finance and Audit Act 1983*, and other relevant legislation and regulations.
- 2.8 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.9 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the New South Wales Independent Education Union.
- 2.10 "State Manager" means the State Manager, AMEB (NSW), employed under the *Public Sector Employment and Management Act 2002* by the Office of the Board of Studies, New South Wales and accountable to the General Manager of the Office of the Board of Studies, New South Wales for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.11 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.

3. Anti-Discrimination

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

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

4. Marking Rates - Base Rates

- 4.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.
- 4.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen assessment preliminary to grade 2 (Theory, Musicianship and Music Craft) to be automatically marked by computer from 2010. During the transition from paper based to online examinations, paper based examinations will continue to be marked by assessors and remunerated in accordance with clause 5.1.

5. Marking Rates (Written)

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

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

6. Examining Rates (Practical)

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

7. Meal Allowance

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

8. Travel and Living Allowance

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

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

- 8.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:

8.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or

8.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or

8.2.3 the rate pursuant to subclause 8.1 of this clause.

- 8.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined from time to time by the Industrial Authority pursuant to its powers under the *Public Sector Employment and Management Act 2002* or the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied or its successor.

- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance at the applicable rate contained in the Public Sector Employment and Management (General) Regulation 1996 or the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied or its successor.

9. Family Leave Provisions

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

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

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

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

- 9.2 Personal Carers entitlement for Employees

9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in (9.3), and the notice requirements set out in (9.4).

9.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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

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

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

9.3 The Employee, shall if required:

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

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

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

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

9.5 Bereavement entitlements for Employees

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

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

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

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

10. Advisers

10.1 Advisers shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Advisers are responsible for:

10.1.1 syllabus development and interpretation;

10.1.2 examination practice and procedures;

10.1.3 professional issues relating to the training, development and conduct of examiners and assessors;

10.1.4 other duties as directed by the State Manager.

10.2 Advisers shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Advisers of Part B, Monetary Rates.

11. Minimum Payment

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

12. Superannuation

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

13. Salary Sacrifice to Superannuation

13.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 4, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

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

13.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

13.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be

calculated by reference to the salary which would have applied to the employee under the said clause 4 in the absence of any salary sacrifice to superannuation made under this award.

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

14. No Further Claims

- 14.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2011 in relation to matters expressly contained in this award.

15. Hours of Work

- 15.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 15.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00 p.m.
- 15.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked.

- 15.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the *Public Sector Employment and Management Act 2002*.
- 15.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.
- 15.6 With the exception of the home to the first scheduled examining venue and the return home from the final examining venue travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

16. Conditions of Examining and Marking

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

17. Examination Procedures

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

18. Recruitment of Examiners and Assessors

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

19. Performance Development

- 19.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:

- 19.1.1 ensure that advisers and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
 - 19.1.2 provide work reports to examiners and assessors who need these for employment purposes;
 - 19.1.3 assist examiners and assessors whose performance is causing concern.
- 19.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 19.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

20. System Improvements

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

21. Dispute Resolution Procedures

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

22. Duties as Directed

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

23. Occupational Health and Safety

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

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

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

23.3 Nothing in this clause 23 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

23.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

23.5 This clause operates from 21 March 2006.

24. Termination of Services

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

25. Area, Incidence and Duration

25.1 This award covers all persons employed by the Office of the Board of Studies as AMEB (NSW) Examiners, Assessors and Advisers.

- 25.2 This award rescinds and replaces the Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers Employed by the Office of the Board of Studies Award published 27 February 2009 (367 I.G. 283) and all variations thereof.
- 25.3 This award shall take effect on and from 1 January 2009 with a nominal term until and including 31 December 2011.

PART B

MONETARY RATES

Table 1 - Base Rates

	Amount Per Hour \$
Base Rate on and from 1 January 2009	65.35
Base Rate on and from 1 January 2010	67.83
Base Rate on and from 1 January 2011	70.41

Table 2 - Allowances for Advisers

Advisers per annum allowance	4.4% On and from 1/1/09 \$	3.8% On and from 1/1/10 \$	3.8% On and From 1/1/11 \$
Level 1: candidature 0 to 100	772	801	831
Level 2: candidature 101 to 3,000	1,546	1,605	1,666
Level 3: candidature 3,001 to 15,000	2,319	2,407	2,498
Level 4: candidature over 15,001	3,089	3,206	3,328

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	11.04
2	8.2	Travel allowance per km outside metropolitan area: - up to 8,000 km per annum - over 8,000 km per annum	0.6900 0.2760

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

**CROWN EMPLOYEES (GENERAL MANAGERS,
SUPERINTENDENTS, MANAGERS SECURITY AND DEPUTY
SUPERINTENDENTS, DEPARTMENT OF CORRECTIVE SERVICES)
AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 714 of 2008)

Before Commissioner Ritchie

4 May 2009

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Conditions Fixed by other Instruments of Employment
5.	Principles of Understanding
6.	Hours of Work
7.	Public Holidays
8.	Rostered Day Off
9.	Additional Hours
10.	Ranking Structure
11.	Annualised Salary Package and Allowances
12.	Recreation Leave
13.	Annual Leave Loading
14.	Leave Entitlements
15.	Higher Duties
16.	Performance Agreement
17.	Motor Vehicles
18.	Permanent Part-time
19.	Professional Conduct
20.	Equality of Employment and Elimination of Discrimination
21.	Harassment Free Workplace
22.	Anti-Discrimination
23.	Occupational Health and Safety
24.	Flexible Working and Operational Arrangements
25.	Deduction of Association Membership Fees
26.	Grievance and Dispute Resolution Procedures
27.	No Further Claims
28.	General
29.	Savings of Rights
30.	Transitional Arrangements
31.	Area, Incidence and Duration

PART B

Schedule 1 - Annualised Salary Package

Schedule 2 - Other Allowances

2. Title

This Award shall be known as the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2009.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

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

"Assistant Commissioner" means the person occupying or acting in the position of Assistant Commissioner.

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

"Award" means this Award.

"Commissioner" means the Chief Executive Officer of the Department as listed in Column 2 of Schedule 1 of the Act.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March (357 IG 1108) as varied, or its replacement.

"Department " means the Department of Corrective Services as listed in Column 1 of Schedule 1 of the Act.

"Deputy Commissioner, Offender Management and Operations" means the person occupying or acting in the position of Deputy Commissioner, Offender Management and Operations.

"Deputy Superintendent" means a commissioned officer occupying a position at the rank of Deputy Superintendent which is not attached to a Correctional Centre.

"General Manager" means a commissioned officer occupying a position at the rank of General Manager in charge of Correctional Centres, other than Mid North Coast, Dillwynia or Wellington, or other positions designated by the Commissioner.

"Manager Security" means a commissioned officer occupying a position at the rank of Manager Security with the responsibility of managing the security of a Correctional Centre, other than Mid North Coast, Dillwynia or Wellington, or other position designated by the Commissioner.

"Officer" means and includes all persons substantively or temporarily appointed to a position within the Department pursuant to the provisions of the Act, at the rank of General Manager, Superintendent, Manager Security or Deputy Superintendent and who is occupying one of the positions covered by this Award at its operative date, or is appointed to or employed in one of these positions after that date.

"Permanent Part-time Officer" means an Officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

"Personnel Handbook" means the New South Wales Government Personnel Handbook published by the Department of Premier and Cabinet on-line at www.dpc.nsw.gov.au, as updated from time to time.

"Regulation" means the Public Sector Employment and Management (General) Regulation 1996.

"Superintendent" means a commissioned officer who is occupying a position at the rank of Superintendent which is not attached to a Correctional Centre.

4. Conditions Fixed By Other Instruments of Employment

- 4.1 The following Awards or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, published 10 March 2006 (357 IG 1108) with the exception of clauses: 10, 11, 12, 13, 14, 20, 21, 24, 35, 36, 39, 46, 47, 48, 49, 54, 55 and 91 - 107 inclusive.

Crown Employees (Transferred Employees Compensation) Award published 28 September 2007 (363 IG 843).

- 4.2 The following Agreement made pursuant to Section 131 of the Act, insofar as it fixes conditions of employment applying to officers covered by the Award, which are not fixed by this Award, shall continue to apply:

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

- 4.3 Except as expressly provided by this Award, and except where conditions are covered by the Awards and the Agreement referred to in subclauses 4.1 and 4.2 of this clause, the conditions of officers shall be determined by the provisions of the Act, the Regulation and the New South Wales Public Service Personnel Handbook.

5. Principles of Understanding

- 5.1 The parties acknowledge that the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 IG 602) was entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of the Department's operations.
- 5.2 The parties agreed to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.
- 5.3 The parties agreed to implement changes to rostering practices and procedures through the promulgation of a twelve week roster comprising three roster cycles, with the preparation of rosters to be undertaken by the Operations Scheduling Unit under the control of the Deputy Commissioner, Offender Management and Operations or delegate.

6. Hours of Work

- 6.1 The ordinary hours of work for officers under this Award shall be an average of 38 per week to be worked Monday to Sunday inclusive.

7. Public Holidays

- 7.1 Officers engaged under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive the following compensation and are subject to the following conditions:
- 7.1.1 When rostered off on a public holiday - no additional compensation or payment.
- 7.1.2 When rostered on a public holiday and work performed - no additional payment.

7.1.3 Additional payment on the following basis:

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

7.2 The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:

7.2.1 Where employment of an officer is terminated or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under paragraph 7.1.3 of this clause from the preceding 1st December until the date of termination, resignation or retirement.

7.2.2 Payment shall be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.

7.3 Officers who are directed to work on the Public Service Holiday as determined by the Commissioner within the Christmas/New Year period, are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Years Day Public Holiday.

8. Rostered Day Off

8.1 The hours of work prescribed in subclause 6.1 of clause 6, Hours of Work, shall be worked on the basis of one rostered day off per month in each 20 working days of a 28 day roster cycle. Officers shall accrue 0.4 of an hour each 8 hour day towards having the 20th day off with pay, subject to subclauses 8.3 and 8.4 of this clause.

8.2 An officer's rostered day off shall be determined by the Department having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off. The rostered day off shall be shown as a crossed day off on the roster.

8.3 Once set, the rostered day off may not be changed in a current 28 day roster cycle without agreement between the officer and his/her supervisor. Where the rostered day off is changed by agreement, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day off must be given and taken in the next roster cycle.

8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause shall be twelve days per annum. There shall be no accrual towards a rostered day off during the first four weeks of recreation leave.

8.5 All other paid leave shall contribute towards the accrual of a rostered day off except where paid workers compensation or extended leave is current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.

8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive payment in lieu of rostered days off.

9. Additional Hours

9.1 No payment for additional hours to the ordinary hours of employment shall be paid to officers under this Award. The only exception is in cases of emergency.

- 9.2 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked in excess of the first two hours on each occasion.
- 9.3 After the initial two hours has been worked, then any subsequent work undertaken on account of an emergency shall be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Sunday inclusive. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus one dollar.
- 9.4 For the purposes of this Award, emergencies are situations such as riot, fire, or hostage. Payment for hours worked in relation to any such incidents must be submitted for the approval of the officer's supervisor.

10. Ranking Structure

- 10.1 The following ranking structure shall apply:
- General Manager (commissioned officer)
- Superintendent (commissioner officer)
- Manager Security (commissioned officer)
- Deputy Superintendent (commissioned officer)
- 10.2 Vacancies at these ranks shall be advertised externally, as well as in the Public Service Notices and internally within the Department, in accordance with the Act and filled by way of merit selection. This shall not apply to positions which can be suitably filled by way of internal transfer, redeployment, rotation, secondments or temporary appointment with the approval of the Commissioner or delegate.
- 10.3 At the commencement of the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 I.G. 602), the positions of General Manager and Manager Security were advertised and filled by way of a merit selection process.
- 10.4 Officers successful in gaining appointment to positions covered by this Award shall be offered a placement in a location for a period of up to three years in recognition that the nature of the Department's operation may require their transfer to another location or position at the same rank from time to time. Officers shall have the opportunity to discuss any transfer of this nature with the Commissioner or delegate prior to a transfer being affected under this subclause.
- 10.5 The Commissioner reserves the right to transfer officers in accordance with Section 87 of the Act, if such action is considered to be in the best interests of the Department.
- 10.6 Transfer costs, where applicable, shall be made in accordance with the provisions of the Crown Employees (Transferred Employees Compensation) Award or its replacement.

11. Annualised Salary Package and Allowances

- 11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and shall include all incidents of employment except as otherwise expressly contained in this Award.
- 11.2 Hosiery Allowance: An allowance shall be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.
- 11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances. This includes work undertaken in accordance with the provisions of subclauses 9.2, 9.3 and 9.4 of clause 9, Additional Hours. Actual expenses for meals and accommodation may be claimed in accordance with the

provisions of clauses 26 and 29 of the Conditions Award when travelling on official business, with the rates prescribed by clauses 26 and 29 of the Conditions Award to be used as an indicative upper limit.

- 11.4 Incidental Allowance: The annualised salary package contained in Part B, Schedule 1, Annualised Salary Package to this Award, incorporates an Incidental Allowance as described in the former Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 I.G. 386).
- 11.5 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2008) Award (unpublished) or its replacement.

12. Recreation Leave

- 12.1 In accordance with the provisions of Part 6 of the Regulation, officers under this Award shall be entitled to recreation leave of 20 working days paid leave per year. Additional recreation leave on full pay accrues to officers indefinitely stationed in a remote area at the rate of 5 working days per year.
- 12.2 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified by paragraph 78(b)(1) of the Conditions Award, except by written agreement with the Commissioner in special circumstances.
- 12.3 Permanent Part-time officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

13. Annual Leave Loading

- 13.1 Annual Leave loading payable to officers under this Award shall be paid at the rate prescribed in subclause (a) of clause 79 of the Conditions Award, and administered in accordance with the provisions of clause 79 of the Conditions Award.

14. Leave Entitlements

- 14.1 All leave (sick, recreation etc.) except for extended leave shall be granted in accordance with Part 6 of the Regulation and administered in accordance with the Conditions Award and the Personnel Handbook.
- 14.2 Extended leave entitlements shall be granted and administered in accordance with Section 55 and Schedule 3 of the Act and the Personnel Handbook.
- 14.3 All leave will be debited in actual time, replacing the system of debiting multiples of 1/4 days.

15. Higher Duties

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher position from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position, be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position.
- 15.2 This higher duties allowance shall not be paid unless the officer has performed the duties of the higher position for five complete and consecutive working days or more.

16. Performance Agreement

- 16.1 All officers shall enter into a performance agreement with the Department.
- 16.2 Officers who have not met the targets in a performance agreement shall be counselled by the Commissioner or delegate with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development.

- 16.3 The parties recognise that the Commissioner, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and shall be arranged in consultation with the officer.

17. Motor Vehicles

- 17.1 Officers occupying positions under this Award may sublease vehicles from the Department in accordance with the arrangements in place for officers employed within the Senior Executive Service as contained in Premier's Directions in force at the time of the making of this Award and any variations made to these provisions thereafter. These arrangements are contained in the departmental Transport Policy and Procedure Manual.
- 17.2 Officers who do not elect to sublease a vehicle under subclause 17.1 of this clause and who are required to undertake on-call duties may have access to a pool vehicle for the performance of those departmental duties. Use of a pool vehicle under this subclause must be subject to the approval of the officer's supervisor.

18. Permanent Part-Time

- 18.1 The Department is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 18.2 Part-time work arrangements must be acceptable to both the Department and the officer and shall be in accordance with the provisions of the *Industrial Relations Act* 1996 and the Flexible Work Practices Policy and Guidelines issues by the Public Employment Office in October 1995.

19. Professional Conduct

- 19.1 Corporate Plan: Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives expressed in the departmental Corporate Plan.
- 19.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the departmental Guide to Conduct and Ethics in the performance of their duties. All officers shall be professional in their conduct with the public, other staff members and inmates.
- 19.3 Dress Policy: Officers shall comply with the requirements of the departmental Dress Policy, shall ensure their dress and grooming is of the highest standard and shall wear and display departmental name tags. Officers are responsible for ensuring that all staff under their supervision comply with the departmental Dress Policy.
- 19.4 Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by departmental policy and procedures, and shall diligently perform the duties required to implement them. All officers shall participate in the oversight and implementation of Case Management.

20. Equality of Employment and Elimination of Discrimination

- 20.1 The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

21. Harassment Free Workplace

- 21.1 The Department is committed to ensuring that officers work in an environment free of harassment. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 21.2 Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.

- 21.3 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by the Department or the Association.
- 21.4 Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 21.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

22. Anti-Discrimination

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

NOTES -

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

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

23. Occupational Health and Safety

- 23.1 At all times officers shall comply with the *Occupational Health and Safety Act 2000* and Regulations.
- 23.2 The parties are committed to maintaining an accident-free and healthy workplace through:

- 23.2.1 Implementation of appropriate health and safety procedures.
 - 23.2.2 Appropriate management and risk assessment practices.
 - 23.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
 - 23.2.4 Management and officer participation on Safety Committees.
- 23.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the *Occupational Health and Safety Act 2000* and Regulations.

24. Flexible Working and Operational Arrangements

- 24.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part year employment and variable leave employment as contained in the Flexible Work Practices Policy and Guidelines issued by the Public Employment Office in October 1995.
- 24.2 Community Consultative Committee: A Community Consultative Committee shall be established at each correctional centre. This committee shall meet on a regular basis and shall comprise representatives from all appropriate groups. General Managers are responsible for ensuring the Community Consultative Communities meet and operate within departmental guidelines.
- 24.3 Local Management Board: A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association as appropriate and representatives from Community Offender Services shall be allocated positions on Local Management Boards.
- 24.4 All officers occupying positions under this Award shall be on-call as required by their supervising officer and shall be able to respond to unanticipated circumstances in a prompt and reliable manner. An on-call allowance shall not be paid.
- 24.5 General Managers shall regularly inspect the correctional centres and workplaces under their responsibility. It is expected that each location shall be visited twice per month or more often if required by the officer's supervisor. All shifts operating at each location shall be included regularly as part of the inspection. Reports of these inspections shall be submitted to senior management as part of the monthly reporting requirements as contained in departmental policy and procedures.
- 24.6 General Managers and Managers Security shall be on duty at the Correctional Centre on two weekends per month and shall have weekdays off as part of the annualised salary package. These days off must be in accordance with operational requirements and must be approved by the officer's supervisor.
- 24.7 Directed duties: The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 24.8 Any direction made pursuant to this clause shall be consistent with security requirements, as assessed by the General Manager or most senior officer available at that time, and the Department's obligation to provide a safe and healthy work environment.

25. Deduction of Association Membership Fees

- 25.1 The Association shall provide the Department with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association rules.

- 25.2 The Association shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of the Association fortnightly membership fees payable shall be provided to the Department at least 28 days in advance of the variation taking effect.
- 25.3 Subject to subclauses 25.1 and 25.2 of this clause, the Department shall deduct the Association's fortnightly membership fees from the salary of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised the Department to make such deduction.
- 25.4 Monies so deducted from the officer's salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' membership accounts.
- 25.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees shall be deducted by the Department on a fortnightly basis.

26. Grievance and Dispute Resolution Procedures

- 26.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.
- 26.2 Grievances shall be handled in accordance with the departmental Grievance Management Policy and Guidelines. A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
 - (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
 - (c) unfair allocation of development opportunities; or
 - (d) lack of communication of work-related information; or
 - (e) a difficulty concerning the interpretation or application of a departmental policy or procedure.
- 26.3 Where a matter does not fall within the definition of a grievance it shall be regarded as a dispute. A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

- 26.4 The parties to this Award are committed to following the steps set out below and shall continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.
- 26.5 A dispute shall be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and their supervisor. If the dispute remains unresolved follow Step 3.

- Step 3: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative, the supervisor and the Assistant Commissioner/Deputy Commissioner. If the dispute remains unresolved, follow Step 4.
- Step 4: The dispute is discussed between the Deputy Commissioner, Offender Management and Operations and representatives from the Industrial Relations Unit, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 5.
- Step 5: The dispute is discussed between senior representatives of the Department and the relevant Association officials and/or officer's nominated representative.
- The parties agree to exhaust the conciliation process before considering Step 6. The parties agree not to deliberately frustrate or delay these procedures.
- Step 6: The dispute may be referred by either party to the Industrial Relations Commission to exercise its functions under the *Industrial Relations Act 1996*, provided the dispute is not a claim for general increases in salary or conditions of employment contained in this Award.
- 26.6 Each of the steps will be followed within a reasonable time frame having regard for the nature of the dispute.
- 26.7 While the parties are attempting to resolve the grievance/dispute, the parties shall continue to work in accordance with this Award and their contract of employment unless the staff member has a reasonable concern about an imminent risk to his or her safety. Subject to the *Occupational Health and Safety Act 2000*, even if the staff member has a reasonable concern about an imminent risk to his or her health or safety, the staff member must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the staff member to perform.

27. No Further Claims

- 27.1 It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to the officers covered by this Award.

28. General

- 28.1 Nothing in this Award shall be construed as restricting the Commissioner to alter the duties of any position or to abolish any position covered by this Award.

29. Savings of Rights

- 29.1 Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award (unpublished), or its replacement, during the term of this Award, by way of a general salary increase, this Award shall be varied to give effect to any such increase.

30. Transitional Arrangements

- 30.1 As at the operative date of the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 IG 602), those Superintendents and Deputy Superintendents substantively appointed as such who were previously covered by the Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 IG 386) and who were appointed to positions of General Manager, Superintendent, Manager Security or Deputy Superintendent under this Award received the annualised salary package as set out in clause 11, Annualised Salary Package and Allowances, and the conditions of employment as set out in this Award on commencing duties in the new position.

- 30.2 As at the operative date of the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 I.G. 602), those Superintendents and Deputy Superintendents substantively appointed as such in the Department who were previously covered by the Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 IG 386) and who were not appointed to positions of General Manager, Superintendent, Manager Security or Deputy Superintendent under this Award shall be managed by the Commissioner or delegate to determine a placement in alternative positions.

31. Area, Incidence and Duration

- 31.1 This Award shall apply to all officers as defined in clause 3, Definitions of this Award and rescinds and replaces the terms and conditions applying to the ranks of Superintendent and Deputy Superintendent contained in the former Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 I.G. 386).
- 31.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 I.G. 602) and all variations thereof.
- 31.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 May 2009.
- 31.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

SCHEDULE 1

Annualised Salary Package

1.1 Annualised Salary

Rank	Annualised Salary from the first full pay period on or after 1 July 2008 \$	Annualised Salary from the first full pay period on or after 1 July 2009 \$	Annualised Salary from the first full pay period on or after 1 July 2010 \$
General Manager	147,588	153,492	159,632
Superintendent	135,423	140,840	146,474
Manager Security	124,511	129,491	134,671
Deputy Superintendent	115,994	120,634	125,459

- 1.2 The above salaries are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

SCHEDULE 2

Other Allowances

2.1	Hosiery	\$240.00 per annum	Subclause 11.2
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D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (LORD HOWE ISLAND BOARD SALARIES AND CONDITIONS 2009) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1705 of 2007)

Before Commissioner Ritchie

21 May 2009

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Multi-skilling and Staff Flexibility
3.	Salaries
4.	Appointment
5.	Salary Progression
6.	Island Disability Allowance
7.	Disability Allowance (Commonwealth District Allowance)
8.	Call-out Allowance
9.	Higher Duties Allowance
10.	Boot Allowances
11.	Special Duties Allowance
12.	Waste Service Allowance
13.	Travel Allowances
14.	Allowance for Surveying Duties
15.	Adjustment of Allowances
16.	Hours
17.	Overtime
18.	Time in Lieu
19.	Public Holidays
20.	Recreation Leave
21.	Sick Leave
22.	Family and Community Service Leave and Personal and Carer's Leave
23.	Special Leave
24.	Leave Without Pay
25.	Extended Leave
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27.	Study Assistance
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29.	Semi-Official Telephone Subsidy
30.	Relocated Staff
31.	Casual Employment
32.	Termination of Employment
33.	Deduction of Union Dues
34.	Consultation
35.	Grievance and Disputes Settling Procedures

36. Uniforms and Laundry Allowance
37. Anti Discrimination
38. Secure Employment
39. Conditions of Employment
40. Area, Incidence and Duration

PART B

Monetary Rates

Table 1 - Salary Rates for Lord Howe Island Officers

Table 2 - Allowances

PART A

1. Definitions

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

"Board" means the Lord Howe Island Board established under the *Lord Howe Island Act 1953*.

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

"Chief Executive Officer" or CEO means the Chief Executive Officer of the Lord Howe Island Board.

"Credit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is more than contract hours.

"Debit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is less than contract hours.

"Department Head" for the purposes of this award is the Department Head of the Department of Environment and Climate Change (or any subsequent Department assuming employment functions for the Lord Howe Island Board) or any officer delegated by that Department Head to exercise the functions of Department Head.

"Director of Public Employment" or DPE has the same meaning as in the *Public Sector Employment and Management Act 2002*.

"Staff" or "staff member" means and includes all persons employed from time to time under the *Public Sector Employment and Management Act 2002*.

2. Multi-Skilling and Staff Flexibility

- (i) Staff may be directed to perform any work in any area of the Board's operations which is within their competence and which is consistent with the duties described within a staff member's Position Description
- (ii) Staff training will be used to promote greater flexibility and multi-skilling.

3. Salaries

- (i) Staff will be appointed to one of the grades outlined in Table 1 of Part B Monetary Rates.
- (ii) The rates of pay set out in Table 1 include payment for annual leave loading and Island Disability allowance.

- (iii) The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

4. Appointment

- (i) Positions will be graded using an accredited job evaluation system.
- (ii) Except as provided in subclause (iii), staff will be appointed to the first salary point in the grade of the position to which they are appointed.
- (iii) The Department Head may appoint a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
 - (a) the person's skills, experience and qualifications;
 - (b) the rate required to attract the person; and
 - (c) the remuneration of existing staff performing similar work.

5. Salary Progression

- (i) Progression within each grade will be by annual increment, provided that the Chief Executive Officer is satisfied with the conduct and manner of performance of duties of the staff member concerned.
- (ii) Progression to another grade will be by competitive selection for an advertised vacancy.

6. Island Disability Allowance

- (i) All staff are entitled to payment of the Island Disability Allowance. The allowance is compensation for the high cost of living and isolation, and is in lieu of any other remote area allowance.
- (ii) The allowance is incorporated into all salary rates (see clause 3, Salaries of this Award).

7. Disability Allowance (Commonwealth District Allowance)

- (i) Except as provided for in this clause, no staff are entitled to payment of the Disability Allowance which is equivalent to the Commonwealth District Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving the Disability Allowance (or any residual amount of the Disability Allowance that has been previously discounted) will continue to receive it on a personal basis. However,
 - (a) The Disability Allowance will no longer be increased.
 - (b) Staff receiving this allowance (Senior Electrical Officer only) will have the current allowance discounted by the amount of any future salary increases from a base of \$1,897 as at 1 July 2006 (the Island Disability Allowance at that time) until such time as the base equals \$3,317 when the allowance under this clause will cease to be paid.

8. Call-Out Allowance

- (i) Except as provided by in this clause, no staff are entitled to payment of a Call-out Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving a Call-out Allowance will continue to receive such an allowance on a personal basis.
 - (a) The Senior Electrical Officer will continue to receive an allowance of \$1,800 p.a. At the conclusion of the current occupant's employment, the allowance will cease to apply.

- (b) The Call-out Allowance referred to in paragraph (a) of this subclause will not be adjusted.

9. Higher Duties Allowance

- (i) Staff who are directed to perform the duties of a higher position for five or more consecutive working days will be paid an allowance.
- (ii) The allowance will be agreed following discussion with the staff member and will be a proportion of the staff member's existing salary and the salary for the minimum rate for the higher position depending on the range of duties to be performed.

10. Boot Allowances

- (i) Staff who are regularly directed to work in the permanent park preserve will be entitled to a hiking boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates if not supplied with hiking boots as part of their uniform.
- (ii) Staff who are regularly directed to undertake tree climbing for the purposes of research will be entitled to a climbing boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates.
- (iii) The allowances will be payable on production of a receipt and on condemnation of the previous pair of boots.

11. Special Duties Allowance

- (i) A Special Duties Allowance will be paid to staff who perform duties which
- (a) require special training, such as abseiling, or tree climbing for the purpose of tree surgery or research; or
 - (b) involves the rescue of people from difficult locations involving specialised rescue equipment for which specific training is required, and/ or from locations that are more than 300 metres from established roads, tracks or routes; or from the sea; or
 - (c) involves performing operational duties in servicing rota loos and composting toilets, excluding normal day to day cleaning.
- (ii) The special duties allowance applicable is set out in Table 2 of Part B, Monetary Rates.
- (iii) The allowance will only be payable to staff who are directed to, and who actually perform the special duties.

12. Waste Services Allowance

- (i) Staff when required to handle putrescibles waste and sewerage at the Waste Management Facility, or similar duties at this or other work environments as determined by the Chief Executive Officer, shall receive the Waste Service Allowance for actual time worked.
- (ii) The Waste Service Allowance applicable is set out in Table 2 of Part B, Monetary Rates.

13. Travel Allowances

Travel allowances will be paid in accordance with the provisions for travelling compensation under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

14. Allowance for Surveying Duties

- (i) Subject to subclause (iii) of this clause, staff who perform surveying for cadastral or engineering purposes will be entitled to an allowance for surveying duties.

- (ii) The allowance will be paid for each hour or part thereof that surveying duties are performed and the amount of the allowance will be the difference between the current hourly salary rate of the person performing the surveying duties and the current hourly rate payable for a Lord Howe Island Officer Grade 5, Year 3.
- (iii) The allowance will only be payable to staff directed to, and who actually perform surveying duties and who are currently at Grade 5, Year 2 or lower and hold a Bachelor of Surveying Degree.

15. Adjustment of Allowances

The Boot Allowances, Special Duties Allowance and Waste Services Allowance may be adjusted from time to time, provided that the Department Head and the Association agree to such adjustments.

16. Hours

General:

- (i) The ordinary hours of work for all staff covered by this Award will be an average of 38 per week over a 4 week settlement period, Monday to Sunday inclusive.
- (ii) The ordinary hours of work will generally be worked Monday to Friday, however some staff may be required to perform some of their ordinary time on weekends and public holidays.
- (iii) Ordinary hours will be worked between 6.30 am and 7.00 pm.
- (iv) Staff will be able to work either flexitime arrangements or set patterns of hours (where start and finish times are set) in consultation with their manager/supervisor. Such working hour arrangements will be determined in relation to the needs of the work and the work group.
- (v) The business hours of the Board are from 8.30 am to 4.30 pm Monday to Friday. The hours of work for administrative staff will be arranged to ensure that an adequate level of service is maintained during business hours.

Part A - Flexi time

- (i) Time will not be credited for work performed outside the bandwidth of 6.30 am to 7.00 pm.
- (ii) The usual start and finish times for staff working flexitime will be agreed to with the supervisor/manager to ensure that staff are working the hours necessary for their position and maintain the necessary level of service during business hours.
- (iii) Staff must take an unpaid lunch break of at least 30 minutes, however staff may take a break of up to 2 hours. A staff member may only take a lunch break of more than 1 hour with the prior approval of his/her supervisor.
- (iv) Generally an individual may select start and finishing times, however where it is necessary the supervisor may direct staff to work for 7.6 hours on a particular day and also direct staff to start and finish at particular times within the bandwidth on that day.
- (v) Staff may work for more than 7.6 hours per day, where work is available which can be performed at the convenience of the Board. Staff may also work for less than 7.6 hours on a particular day. The maximum number of hours staff may record as being worked in a day is 10 hours (10.5 hours less a 0.5 hour lunch break).
- (vi) A staff member may be required to perform work beyond the hours determined under subclause (i) and in line with subclauses (iv) and (v) but only if it is reasonable for the staff member to be required to do so. In determining what is unreasonable the following factors shall be taken into account:

- (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to staff member's health and safety;
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the Board and the effect on client services;
 - (d) the notice (if any) given by the Board regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.
- (vii) A staff member may carry a maximum of 38 hours credit into the next settlement period. Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may accumulate enough hours to exceed this maximum carryover, then the supervisor and the staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- (viii) At the end of the settlement period, debit hours accumulated in excess of 10 are debited against recreation leave or, if the staff member has no recreation leave, shall be taken as leave without pay.
- (ix) Generally a staff member may, with the approval of his/her supervisor, take 3 days (22.8 hours) of flexileave in a settlement period. Such flexileave may be taken as either whole and/or half days.
- (x) A half day may only be taken off either before 3 hours and 48 minutes are worked during the bandwidth or after 3 hours and 48 minutes are worked during the bandwidth.
- (xi) Flexileave may be taken before or after a period of recreation leave but may not be taken during a period of recreation leave.
- (xii) A staff member must have the approval of his/her supervisor prior to taking flexileave. The supervisor may refuse any request for flexileave provided there is good and sufficient reason.
- (xiii) The Chief Executive Officer may direct a staff member to work under a standard hours arrangement (7.6 hours per day with established commencing and finishing times) where it is evident that the staff member is not observing the hours arrangements established under this Award or any associated administrative instructions.
- (xiv) Where staff give notice of resignation or retirement they should take all reasonable steps to eliminate any accumulated credit or debit hours. No compensation will be paid for any accumulated credit hours on the last day of service. Where staff have accumulated debit hours at the completion of the last day of service any monies owing shall be debited accordingly.

Part B - Set Patterns of Hours

- (i) Staff working a set pattern of hours will usually work eight hours per day with 0.4 of one hour accruing toward one rostered day off in each four week period, however, such staff may be required to work other roster arrangements depending on the needs of the work.
- (ii) Hours will usually be worked from 7.00 am to 3.30 pm. By mutual agreement between the CEO and staff starting and ceasing times may be varied.
- (iii) Staff are entitled to an unpaid lunch break of 30 minutes.
- (iv) Staff may take a morning tea break (not exceeding 10 minutes) at the place where work is being conducted at the time of the break, provided that there is no disruption to the continuity of the work being performed.

- (v) The Board will provide appropriate utensils (such as eskies and thermoses), to enable staff to take their tea or lunch breaks at the work site.
- (vi) Days off for all staff shall be rostered over each 4 week period. In drawing up the roster, regard shall be had to the work programs being undertaken, the needs of the Board and the needs of the staff.
- (vii) By consultation with the supervisor, a staff member may alter his/her rostered day off. Rostered days off may only be altered if doing so involves no additional costs to the Board and causes no disruption to work programs.
- (viii) Staff may accumulate up to 5 rostered days off.

17. Overtime

- (i) The provisions contained in the Overtime-General, Overtime Worked By Day Workers, Recall to Duty, Overtime Meal Breaks and Overtime Meal Allowances clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 apply to staff.
- (ii) Staff shall not be entitled to compensation for overtime if it is customary for staff to return to work to perform a specific job that is usually performed outside of ordinary working hours. Such time will contribute to the ordinary hours of work for the week (ie part of the 38 hours per week).
- (iii) The minimum payment rates for overtime worked on a Saturday, Sunday or public holiday (as set out in the Overtime-General clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006) do not apply in the following circumstances:
 - (a) staff required to carry out airport inspections on Saturdays, Sundays and Public Holidays will be paid at time and a half for actual time worked.
 - (b) Regular maintenance at the Powerhouse undertaken by the Senior Electrical Officer employed at the time of the making this Award on Saturdays, Sundays and Public Holidays will continue to receive the payments that applied before this Award was made. On the termination of employment of the current Senior Electrical Officer, this subclause will cease to apply and any new staff member responsible for the maintenance and operation of the Powerhouse will receive overtime provisions in accordance with subclause (i) of this clause.
- (iv) Casual staff are entitled to be paid overtime in accordance with the provisions of subclause (i) of this clause.

18. Time in Lieu

By agreement between the Chief Executive Officer and staff, directed overtime may be taken as time off in lieu. Time off in lieu will be allotted at overtime rates. Such time off is to be taken within a month of accrual at a time convenient to the Board, however with the approval of the supervisor time off may be taken at a later date.

19. Public Holidays

- (i) Unless directed to attend for duty by the Chief Executive Officer, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - (a) a public holiday throughout the State of NSW; or
 - (b) a local public holiday proclaimed for Lord Howe island; or
 - (c) a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.

- (ii) A staff member who is required by the Chief Executive Officer to work on a local public holiday may be granted time off in lieu on an hour for hour basis for the time worked on the local public holiday.
- (iii) If a local public holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.
- (iv) Where a staff member is rostered to, and works, their ordinary hours on a public holiday, the staff member shall be paid at two and a half times the rate for time worked (time plus time and a half).
- (v) A staff member rostered off duty on a public holiday shall elect to be paid one day's pay for that public holiday, or to have one day added to their recreation leave for each such day. This clause does not apply to staff members who work their ordinary hours on a Monday to Friday basis.

20. Recreation Leave

- (i) Staff members are entitled to recreation leave of twenty working days per year in accordance with the provisions for recreation leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (ii) The Nursery Manager, Manager Technical Services, Senior Electrical Officer and Ranger are entitled to an additional 5 days of recreation leave per year as compensation for disruption and inconvenience associated with regular or frequent call-outs to perform work on weekends and otherwise outside of ordinary hours of employment.
- (iii) Additional recreation leave may be accrued for staff required to perform ordinary rostered work on weekends during a qualifying period of 12 months from 1 December one year to 30 November the next year. One additional day of leave will be credited for each period of 38 hours ordinary rostered work completed on weekends. For periods of less than 38 hours pro rata leave will be credited. This is in lieu of the payment of weekend penalty rates under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (iv) Annual leave loading is not payable (see clause 3, Salaries of this Award).

21. Sick Leave

All staff shall be entitled to sick leave in accordance with the provisions for sick leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

22. Family and Community Service Leave and Personal and Carers Leave

All staff shall be entitled to family and community service leave and personal and carers leave in accordance with the provisions for such leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

23. Special Leave

All staff shall be entitled to special leave in accordance with the provisions for special leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

24. Leave Without Pay

All staff shall be entitled to leave without pay in accordance with the provisions for leave without pay under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

25. Extended Leave

Staff are entitled to accrue and be granted extended leave in accordance with the provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002*.

26. Parental Leave

All staff shall be entitled to parental leave in accordance with the provisions for parental leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

27. Study Assistance

All staff shall be entitled to study assistance in accordance with the provisions for study assistance under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

28. Part-Time Employment

All staff engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the provisions for part-time employment under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

29. Semi-Official Telephone Subsidy

All staff shall be entitled to the semi-official telephone subsidy in accordance with the provisions under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

30. Relocated Staff

- (i) The Chief Executive Officer may approve assistance to staff who must relocate to the Island to take up an appointment. Assistance may also be provided for staff to return to the mainland at the conclusion of their employment, provided that such a move occurs within one (1) month of the cessation of employment. The assistance provided may be up to the maximum outlined in this clause however may be less depending on individual circumstances including the length of period of employment.
- (ii) If payment of relocation expenses to or from the Island has been approved by the Chief Executive Officer, the following costs associated with relocation will be reimbursed:
 - (a) Reasonable costs associated with the removal of personal or household effects (excluding motor vehicles, motor bikes, boats and trailers) to the Island and/or to a place of storage on the mainland.
 - (b) Reasonable storage costs for furniture or household effects for a period up to 10 years.
 - (c) Costs of insuring furniture, personal or household effects kept in storage paid by the Board on the mainland, up to a value as set out in Table 2 of Part B, Monetary Rates.
- (iii) The Chief Executive Officer may approve payment for the cost of air travel to Sydney or Brisbane (or other approved destination) for a staff member and his/her dependents who have relocated (or are relocating) to the Island in the following circumstances:
 - (a) Air travel to the Island when taking up an appointment.
 - (b) Air travel to the mainland after completing an appointment, provided that departure from the Island occurs within one (1) month of cessation of employment.
 - (c) After each year of service, for the first 5 years of employment, one return flight to the mainland (Sydney or Brisbane or other destination approved by the Chief Executive Officer) which must be taken within 12 months and subject to the approval being specifically identified in the staff member's letter of offer of employment and the staff member only being entitled while they continue in employment.
 - (d) To attend the funeral of a close relative (of either the staff member or a dependent), or where a close relative is critically ill.

- (iv) Staff employed prior to 13 November 2008 who are currently receiving annual airfare entitlements will continue to receive the air travel entitlement for a further three (3) years. The annual airfare entitlements for these staff will cease on 13 November 2011.
- (v) In this clause "dependent" is generally defined as a staff member's partner, or child under the age of 18 years living on, or attending school on the island. However, having regard to the particular circumstances that may arise, the Chief Executive Officer may recognise other "dependents".
- (vi) In this clause "close relative" means partner, spouse or de facto spouse or same sex partner, parent, child, brother or sister. However, having regard to the particular circumstances that may arise, the CEO may recognise other "close relatives".
- (vii) Where appropriate, the Chief Executive Officer may provide relocated staff with accommodation. The Chief Executive Officer will determine the weekly rent payable for accommodation. Rents may be adjusted by the Chief Executive Officer from time to time.
- (viii) The airfares provided for in this clause are not transferable to another person or persons.

31. Casual Employment

- (i) The hourly rate for casual staff will be the appointed salary rate for the position divided by 52.17857 divided by the number of ordinary full-time hours for the position. 4/48ths will be added to the hourly rate as pro rata holiday pay.
- (ii) Casual staff who are engaged on weekends or public holidays shall be paid the hourly rate plus a loading of 20% plus 4/48ths as pro rata holiday pay.
- (iii) All other provisions are as per the Casual Employment clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

32. Termination of Employment

- (i) Two weeks notice or payment in lieu of notice applies to permanent and temporary staff.
- (ii) However, in cases of serious or wilful misconduct, the Chief Executive Officer may waive notice and no payment in lieu will be due to the staff member.
- (iii) Redundancy

Staff whose positions are made redundant and are also declared to be excess to the employment needs of the Board shall be managed in accordance with the Government's policy on Managing Excess Employees, as varied from time to time.

33. Deduction of Union Membership Fees

- (i) The Association shall provide the Board with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (ii) The Association shall advise the Board 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 Board at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, the Board shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the Association's rules, provided that the employee has authorised the Board to make such deductions.
- (iv) Monies so deducted from 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 employees' union membership accounts.

- (v) Unless other arrangements are agreed to by the Board and the Association, 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 be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

34. Consultation

- (i) The Board and the Association agree to continued consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction.
- (ii) The Award provisions will be monitored by the Association and management representatives. The Board and the Association will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Award and to discuss possible future improvements.

35. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the DPE for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission in relation to the dispute.
- (x) The staff member, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (xi) 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.

36. Uniforms and Laundry Allowance

- (i) All staff shall be entitled to uniforms and laundry allowance in accordance with the Uniforms, Protective Clothing and Laundry Allowance clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (ii) Staff issued with a uniform by the Board shall wear and maintain the uniform in accordance with the Board's policy.

37. Anti-Discrimination

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

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

38. Secure Employment

The provisions for secure employment clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 apply.

39. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2008) Award*, or any awards replacing these awards.

40. Area, Incidence and Duration

This Award applies to staff as defined in clause 1, Definitions, of Part A of this award and classified as Lord Howe Island Officers.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award* published 25 February 2005 (348 I.G. 707) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 21 May 2009.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

The salaries in the following table apply from the beginning of the first pay period to commence on or after the dates in the column headings:

Classification	Grade	Year	1/7/07	1/7/08	13/11/08	1/7/09	1/7/10
			Per annum \$	Per annum +4% \$	Per annum + \$7 \$	Per annum +4% \$	Per annum +4% \$
LHI Officer	1	1	39,329	40,902	40,909	42,545	44,247
		2	41,083	42,726	42,733	44,442	46,220
		3	42,098	43,782	43,789	45,541	47,363
LHI Officer	2	1	43,220	44,949	44,956	46,754	48,624
		2	43,649	45,395	45,402	47,218	49,107
		3	45,538	47,360	47,367	49,262	51,232
LHI Officer	3	1	46,303	48,155	48,162	50,088	52,092
		2	47,606	49,510	49,517	51,498	53,558
		3	49,181	51,148	51,155	53,201	55,329
LHI Officer	4	1	50,611	52,635	52,642	54,748	56,938
		2	53,014	55,135	55,142	57,348	59,642
		3	55,043	57,245	57,252	59,542	61,924
LHI Officer	5	1	56,214	58,463	58,470	60,809	63,241
		2	57,820	60,133	60,140	62,546	65,048
		3	61,175	63,622	63,629	66,174	68,821
LHI Officer	5A	1	61,176	63,623	63,630	66,175	68,822
		2	62,970	65,489	65,496	68,116	70,841
		3	70,632	73,457	73,464	76,403	79,459
		4	73,488	76,428	76,435	79,492	82,672
		5	75,758	78,788	78,795	81,947	85,225
		6	78,272	81,403	81,410	84,666	88,053

LHI Officer	6	1	62,970	65,489	65,496	68,116	70,841
		2	70,632	73,457	73,464	76,403	79,459
		3	73,488	76,428	76,435	79,492	82,672
LHI Officer	7	1	75,758	78,788	78,795	81,947	85,225
		2	78,272	81,403	81,410	84,666	88,053
		3	83,275	86,606	86,613	90,078	93,681
LHI Officer	8	1	85,692	89,120	89,127	92,692	96,400
		2	89,837	93,430	93,437	97,175	101,062
		3	93,560	97,302	97,309	101,201	105,249
LHI Senior Officer	1	1	103,426	107,563	107,570	111,873	116,348
		2	107,897	112,213	112,220	116,709	121,377

Table 2 - Allowances

Clause No.	Brief Description	Amount
10 (i)	Boot Allowance (Hiking Boots)	\$130 upon condemnation of the previous pair of boots
10 (ii)	Boot Allowance (Tree Climbing Boots)	\$25 upon condemnation of the previous pair of boots
11 (i) (a) and (b)	Special Duties Allowance	\$25 per day
11 (i) (c)	Special Duties Allowance - servicing of rota-loos	\$25 per unit to a maximum of \$750 per annum
12	Waste Services Allowance	\$1.50 per hour
30	Relocated Staff	Up to \$100,000

AWARD HISTORY

The *Lord Howe Island Act 1953* was made on 16 December 1953. The Act, at part 2, Division 1 - Constitution of the Board provided for the employment of staff subject to the provisions of the *Public Service Act 1902*.

On 24 April 1980, the Lord Howe Island Board Employees Agreement was made between the Board and the Amalgamated Metal Workers and Shipwrights Union and the Federated Engine Drivers and Fireman's Association.

On 16 July 1981, the Lord Howe Island Administrative Staff Agreement was made between the Board and the Public Service Association of NSW.

On 14 February 1990, the Senior Electrical Officer Agreement was made between the Lord Howe Island Board and the Senior Electrical Officers.

An agreement known as the Lord Howe Island Board Enterprise Agreement was made on 31 August 1994, covering all staff employed to work on Lord Howe Island. That agreement expired on 30 June 1996.

The Enterprise Agreement was replaced by the Crown Employees (Lord Howe Island Board Salaries 1997) Award on 10 September 1997.

The 1997 Award was replaced by the Crown Employees (Lord Howe Island Board Salaries and Conditions 1999) Award on 19 October 1999. This award was reviewed by the IRC on 29 May 2001 and published on 28 September 2001 (328 I.G. 72) as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2001) Award. The award was reviewed by the IRC on 29 July 2004 and published on 25 February 2005 (348 I.G. 707) as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award.

Schedule 1 Amendment of *Lord Howe Island Act 1953* came into force in April 2004. Section 6 of the Schedule provided that the Board's staff are to be employed under the *Public Sector Employment and Management Act 2002*.

This Award review has provided the opportunity to update the 2004 Award and enabled the parties to ensure that the Award is relevant to the conditions of employment and monetary rates as they apply to the classifications in the Award.

The Island Disability Allowance was incorporated into salary in 2001 at \$1,500 per annum and has been subject to salary increases. In the 2009 award it was increased by a further \$7 to \$2,059 p.a. (equivalent to the then Remote Area Allowance Grade C rate as in Part B, Table 1 Allowances, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006) and will be subject to future salary increases.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW DEPARTMENT OF COMMERCE, GOVERNMENT CHIEF INFORMATION OFFICE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1529 of 2008)

Before Commissioner Bishop

29 May 2009

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
| 1. | Parties |
| 2. | Intention/Aims of the Award. |
| 3. | Definitions |
| 4. | Classification and Salaries |
| 5. | Preservation of Conditions for Staff Employed Under Previous Awards |
| 6. | Working Hours and Arrangements |
| 7. | Conditions of Employment |
| 8. | Training |
| 9. | Use of Consultants and Contractors |
| 10. | Grievance and Dispute Handling Procedures |
| 11. | Anti-Discrimination |
| 12. | Deduction of Union Membership Fees |
| 13. | Saving of Rights |
| 14. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - GCIO Officer Salary Rates

PART A

1. Parties

The parties to this Award are:

Director of Public Employment and New South Wales Department of Commerce; and

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);

This Award shall be binding upon all parties defined herein.

2. Intention/Aims of the Award

This Award provides a framework for management and staff members to work together to ensure the ongoing high-level achievement of the Department's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Department's workforce has and continues to have the necessary skills, knowledge and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Department's future performance and its ability to innovate, respond positively to changes in its operating environment and avail itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for staff members, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, staff development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;

Organisation and classification structures that support the business needs of the Department in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;

Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs; and (with the support of senior management), Equitable development of staff members to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;

Senior management supporting managers and staff members working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in departmental operations;

Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;

Ongoing improvements in safety, quality service and efficiency; and

A workplace environment that is supportive of management and staff maximising their contribution to the business of the Department.

3. Definitions

"Department" means the New South Wales Department of Commerce.

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

"GCIO" means the Government Chief Information Office.

"GCIO Officer" or "staff member" means and includes all persons permanently or temporarily employed in the Government Chief Information Office, Department of Commerce, either as a full time or part time staff member, in any capacity under the provisions of part 2 of the *Public Sector Employment and Management Act 2002*, and includes an Officer on probation, but does not include the Director General, statutory appointees or a member of the Senior Executive Service as defined under the Act.

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

"Service" means continuous service for salary purposes.

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

"Director General" means the Director General of the New South Wales Department of Commerce.

"Public Service" means the Public Service of New South Wales, as defined in the *Public Sector Employment and Management Act 2002*.

"Position" means a position as defined in Section 9 of the *Public Sector Employment and Management Act 2002*.

"Grade" means a single grade: General Scale; Grade 1-2; Grade 3-4; Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; Senior Officer Grade 1; Senior Officer Grade 2; Senior Officer Grade 3, as set out in Table 1 GCIO Officer Salary Rates and applied to positions created in terms of Section 9 (2) of the Public Sector Employment and Management Act 2002 and evaluated in accordance with the Department's approved Job Evaluation system and the conditions of this Award. Grades 11 and 12 may be, where recommended, broad banded where the Director General considers it appropriate.

4. Classification and Salaries

- (1) The classification under this Award will be titled "GCIO Officer" as set out in Table 1 of Part B, Monetary Rates of this Award.
- (2) The salary rates for GCIO Officers in Table 1 are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

5. Preservation of Conditions for Staff Employed under Previous Awards

The list of conditions preserved for staff members employed under previous awards at the time of the making of the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 on 17 December 2002 by the Industrial Relations Commission of New South Wales in Matter IRC 6657 of 2002 is contained in clause 7 of that award published on 12 March 2004 (343 I.G. 628).

6. Working Hours and Arrangements

The provisions of the Premier's Department Flexible Working Hours Agreement will apply with the exception of those staff members exempted in that Agreement.

7. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and Management Regulation 1996, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.

8. Training

- (1) The parties agree that all staff members shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all staff members are sufficiently skilled to meet the present and future needs of the Department.
- (2) The Department's commitment to training and development is contained within the Department's Study Assistance Policy. Where such Policy is silent on these matters the following will apply to staff members covered by this award:

The reimbursement of course fees for staff members undertaking tertiary or vocational studies shall be 100% on successful completion where the study relates directly to the position occupied. Where a Manager considers that the study does not relate directly to the position but will be beneficial to the organisation, and so approves, reimbursement of fees, upon successful completion, may be within the range of 50% to 100%. The Director General or their delegate will determine any appeal relating to decisions concerning payment of course fees.

A commitment to the provision of external training programs;

Implementation of a Management Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all staff members with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in Information Technology to enable staff members to use the technological tools required to perform their duties;

Providing the training needed to ensure that those staff members, whose performance has been identified as deficient, have every opportunity to improve their performance;

Equity of access to training and development opportunities for all staff members, including part time staff members;

Dependant care assistance (dependant care, by way of payment, may be provided to enable staff members with dependant responsibilities to pursue training and development opportunities).

- (3) During the life of this instrument, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all staff. These options may include:

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the staff member;

Mentor and coaching programs;

Attendance at conferences and seminars;

Staff member exchange programs with the agreement of the staff member.

- (4) In order to meet these aims, the following have been agreed by the parties:

A commitment to updating skill profiles from the Training Needs Analysis process to assist staff members and management to determine appropriate training needs;

To include staff training and development responsibilities in the key accountabilities of all managers and supervisors;

Individual staff members will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

- (5) Furthermore, the parties agree to an ongoing commitment to the implementation of the national training reform agenda - that is, the promotion and implementation of the Public Sector training package through the Public Sector Industry Training Advisory Body (PSITAB). This includes embracing the development of a National Competencies training project encompassing:

An increase in the number of Workplace Trainers and Assessors within the Department;

Time for Trainers and Assessors to recognise the current competencies held by departmental staff members.

In-house training to be in-line with National Competency standards so staff members can work toward a nationally recognised Public Sector qualification.

9. Use of Consultants and Contractors

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

10. Grievance and Dispute Handling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director-General or delegate.
- (4) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Director-General.
- (6) The Director-General may refer the matter to the DPE for consideration.
- (7) If the matter remains unresolved, the Director-General shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (8) A staff member, at any stage, may request to be represented by the Association.

- (9) The staff member or the Association on their behalf, or the Director-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (10) The staff member, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

11. Anti-Discrimination

- (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 or indirect 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:
 - (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.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

12. Deduction of Union Membership Fees

- (1) The Association shall provide the employer 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 (1) and (2) of this clause, the employer shall deduct Association fortnightly membership fees from the pay of any staff member who is a member of the Association in accordance with the Association's rules, provided that the staff member has authorised the employer to make such deductions.
- (4) Monies so deducted from staff member's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to staff members' Association membership accounts.
- (5) Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (6) Where a staff member has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

13. Saving of Rights

At the time of making this Award, no staff member covered by this Award will suffer a reduction in his or her rate of pay or any loss or reduction in his or her conditions of employment as a consequence of making this Award.

14. Area, Incidence and Duration

- (1) The Award shall apply to all staff members in the Government Chief Information Office in the Department of Commerce.
- (2) This Award is made following a review under Section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Department of Commerce, Government Chief Information Office and OICT Projects, Office of Public Works and Services) Award 2005 published 24 March 2006 (358 IG 273) and all variations thereof.
- (3) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 May 2009.
- (4) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - GCIO Officer Salary Rates

Classifications and Grades		Common Salary Point	1.7.07 Per annum \$	1.7.08 Per annum +4% \$	1.7.09 Per annum +4% \$	1.7.10 Per annum +4% \$
General Scale	Year 1	7	27,055	28,137	29,262	30,432
	Year 2	11	32,723	34,032	35,393	36,809
	Year 3	17	35,266	36,677	38,144	39,670
	Year 4	20	36,229	37,678	39,185	40,752
	Year 5	23	37,762	39,272	40,843	42,477
	Year 6	25	38,448	39,986	41,585	43,248
	Year 7	28	39,400	40,976	42,615	44,320
	Year 8	32	40,857	42,491	44,191	45,959
	Year 9	36	42,338	44,032	45,793	47,625
	Year 10	40	43,903	45,659	47,485	49,384
Grade 1-2	Year 1	46	46,320	48,173	50,100	52,104
	Year 2	49	47,682	49,589	51,573	53,636
	Year 3	52	49,012	50,972	53,011	55,131
	Year 4	55	50,356	52,370	54,465	56,644
Grade 3-4	Year 1	58	51,784	53,855	56,009	58,249
	Year 2	61	53,344	55,478	57,697	60,005
	Year 3	64	55,010	57,210	59,498	61,878
	Year 4	67	56,701	58,969	61,328	63,781
Grade 5-6	Year 1	75	61,128	63,573	66,116	68,761
	Year 2	78	63,056	65,578	68,201	70,929
	Year 3	82	65,527	68,148	70,874	73,709
	Year 4	85	67,448	70,146	72,952	75,870
Grade 7-8	Year 1	88	69,468	72,247	75,137	78,142
	Year 2	91	71,546	74,408	77,384	80,479
	Year 3	95	74,527	77,508	80,608	83,832
	Year 4	98	76,896	79,972	83,171	86,498
Grade 9-10	Year 1	101	79,188	82,356	85,650	89,076
	Year 2	104	81,414	84,671	88,058	91,580
	Year 3	108	84,738	88,128	91,653	95,319
	Year 4	111	87,263	90,754	94,384	98,159
Grade 11	Year 1	116	91,589	95,253	99,063	103,026
	Year 2	120	95,472	99,291	103,263	107,394
Grade 12	Year 1	126	101,454	105,512	109,732	114,121
	Year 2	130	105,923	110,160	114,566	119,149

Senior Officer	Year 1	-	118,519	123,260	128,190	133,318
Grade 1	Year 2	-	127,708	132,816	138,129	143,654
Senior Officer	Year 1	-	129,868	135,063	140,466	146,085
Grade 2	Year 2	-	139,025	144,586	150,369	156,384
Senior Officer	Year 1	-	143,678	149,425	155,402	161,618
Grade 3	Year 2	-	157,716	164,025	170,586	177,409

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1549 of 2008)

Before Commissioner Cambridge

21 May 2009

REVIEWED AWARD

PART A

1. Arrangement

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5.	Work Environment
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8.	Working Hours
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9B.	Part-Time Employment
10.	Morning and Afternoon Breaks
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26.	(Deleted)
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90. Rate of Payment for Overtime
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97. Anti-Discrimination
- 97A. Secure Employment
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PART B

MONETARY RATES

Table 1 - Allowances

Schedule 1 - Classifications Of Administrative And Support Staff Covered By The Award

2. Title

This award shall be known as the Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2009.

3. Definitions

"Act" means the *NSW Technical and Further Education Commission Act 1990*.

"Accumulation" means the accrual of leave or time. In respect of weekly study time "accumulation" means the aggregation of short periods of weekly study time which is granted for private study purposes.

"Approved Course" means a course relevant to the employment of the staff member in the NSW TAFE Commission and approved by the Managing Director.

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

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

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

"Birth" means the birth of a child and includes stillbirth.

"Capital City" means the area within the Sydney Telephone District or within a corresponding area in the Capital City of another State or Territory.

"Casual employee" means a person employed by the NSW TAFE Commission on an hourly basis to carry out work that is irregular or intermittent; or to carry out work on a short term basis in an area of the NSW TAFE Commission with a flexible workload; or to carry out the work of a position for a short period pending the completion of the selection process for the position; or to carry out urgent work or to deal with an emergency.

"Classification" means a classification as listed at Schedule 1 of this Award.

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

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Daily span of hours" means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.

"Day worker" means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.

"Expected date of birth", in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Public Employment Office, the Labor Council of New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

"Full day" means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

"Full-time position" means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Full-time staff member" means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.

"Half day" means half the standard contract hours for the day.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Industrial instrument" means an industrial instrument as defined in the *Industrial Relations Act 1996* or a determination of salary or conditions of employment by an employer for industrial purposes pursuant to a statutory power.

"Local Arrangement" means an agreement reached at the organisational level between the Managing Director and the Association in terms of clause 7, Local Arrangements of this award.

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Managing Director" means the person appointed as such under the Act or a person authorised by the Managing Director.

"NSW TAFE Commission" means the TAFE Commission Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002*.

"Normal hours of duty" means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 7, Local Arrangements - the hours of duty the Managing Director requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work" means, for the purposes of subclause (x) of clause 6, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the NSW TAFE Commission. For the purposes of clause 49, Trade Union Activities Regarded as on Duty of this award, "on duty" means the time off with pay given by the NSW TAFE Commission to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the NSW TAFE Commission and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the NSW TAFE Commission for the staff member's salary and associated on-costs.

"On special leave" means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Managing Director, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Managing Director to work more than 7 hours after finishing overtime or before commencing overtime.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.

"Part-time hours" means the hours which are less than the hours which constitute full-time work under the relevant industrial instrument.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

"Prescribed ceasing time" means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of the bandwidth of the scheme applying to that staff member.

"Prescribed starting time" means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, "prescribed starting time" means the commencement of the bandwidth of the scheme applying to that staff member.

"Public holiday" means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under the flexible working hours agreement.

"Remote area" means, for the purpose of -

determining the appropriate rate of living allowance, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality;

payment of an allowance towards expenses incurred when travelling on recreation leave, an area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Public Employment Office; and

accrual of additional recreation leave means the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Rostered Day Off" means, for the purposes of clause 18, Rostered Days Off for 38 Hour Week Workers, a day off in a regular cycle at a time operationally convenient.

"Shift worker - Continuous Shifts" means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Managing Director.

"Shift worker - Non-continuous Shifts" means a staff member who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

"Staff member" means a permanent or temporary employee who is employed under the *Public Sector Employment and Management Act 2002* in the Department of Education and Training to enable the TAFE Commission to exercise its functions and, unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of clause 70, Maternity Leave of this award, "staff member" means a female staff member.

"Standard hours" are set and regular hours of operation as determined by the Managing Director. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the NSW TAFE Commission since the introduction of flexible working hours.

"Standby" means an instruction given by the Managing Director to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study leave" means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Managing Director, if the activities to be undertaken are considered to be of relevance or value to the NSW TAFE Commission.

"Study Time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to the NSW TAFE Commission.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Managing Director to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.

"Trade Union" or "Union" means a registered trade union, as defined in the *Industrial Relations Act 1996*.

"Trade Union Delegate" means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Trade Union Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.

"Workplace" means the whole of the NSW TAFE Commission or, as the case may be, an Institute, branch or section in which the staff member is employed.

"Workplace Management" means the Managing Director or any other person authorised by the Managing Director to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Entitlements under Another Industrial Instrument

Where a classification is covered by an industrial instrument other than this Award, and that industrial instrument provides a condition or conditions of service that is also provided for by this Award, the provisions of such industrial instrument shall prevail and any inconsistent provision of this Award shall not apply.

5. Work Environment

- (a) Occupational Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces in the NSW TAFE Commission by:
- (1) the development of policies and guidelines for the NSW TAFE Commission on Occupational Health, Safety and Rehabilitation;
 - (2) assisting to achieve the objects of the *Occupational Health and Safety Act 2000* and the *Occupational Health and Safety Regulation 2001* by establishing agreed Occupational Health and Safety consultative arrangements to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the NSW TAFE Commission to achieve these objectives;
 - (3) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (4) developing strategies to assist the rehabilitation of injured staff members;
 - (5) directly involving the Managing Director in the provisions of paragraphs (a) to (d) inclusive of this subclause.
- (b) Equality in employment - The NSW TAFE Commission is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.

- (c) Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff are required to refrain from, or being party to, any form of harassment in the workplace.

6. Dispute Resolution Procedures

- (a) All disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required. Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- (1) Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the staff member and/or the Association's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
 - (2) The supervisor shall discuss the matter with the staff member and/or the Association's workplace representative as soon as practicable with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - (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 staff member and/or the Association may raise the matter with an appropriate officer of the NSW TAFE Commission at the institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
 - (4) Where the procedures in paragraph (3) do not lead to resolution of the dispute, the matter shall be referred to the Managing Director and the General Secretary of the Association. 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.
 - (5) A staff member, at any stage, may request to be represented by the Association.
- (b) Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

7. Local Arrangements

- (a) Local arrangements, as specified in this award, may be negotiated between the Managing Director and the Association in respect of the whole NSW TAFE Commission or part of the NSW TAFE Commission.
- (b) All local arrangements negotiated between the NSW TAFE Commission and the Association must:-
- (1) be approved by the Managing Director; and
 - (2) be approved in writing by the General Secretary of the Association; and
 - (3) be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument; and
 - (4) include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- (c) Subject to the provisions of subclause (b) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the NSW TAFE Commission and the Association where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 18. Flexible Working Hours of this award shall apply.

- (d) Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- (e) Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

8. Working Hours

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Managing Director. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- (b) An appropriate staff member will be responsible to the Managing Director for the proper observance of hours of work and for the proper recording of such attendance.
- (c) The Managing Director may require a staff member to perform duty beyond the hours determined under subclause (a) 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 study 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 Managing Director 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.
- (d) The application of hours of work is subject to the provisions of this clause.
- (e) The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- (f) The Managing Director shall ensure that all staff members employed in the NSW TAFE Commission are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

9. Casual Employment

This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

- (a) Hours of Work
 - (1) A casual employee is engaged and paid on an hourly basis.
 - (2) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
 - (3) A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer

periods are permitted under another award or local agreement under clause 7 of this award, covering the particular class of work or are required by the usual work pattern of the position.

(b) Rate of Pay

- (1) Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by ordinary weekly hours for the classification

- (2) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

- (3) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- (4) The loadings specified in subclause (b) (2) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

(c) Overtime

- (1) Casual employees shall be paid overtime for work performed:

- (i) in excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 7 of this award, covering the particular class of work or are required by the usual work pattern of the position; or
- (ii) outside the bandwidth applicable to the particular class of work; or
- (iii) in excess of the daily roster pattern applicable for the particular class of work; or
- (iv) in excess of the standard weekly roster of hours for the particular class of work; or
- (v) in accordance with a local arrangement negotiated under clause 7 of this Award.

- (2) Overtime rates will be paid in accordance with the rates set in clause 86, Overtime Worked by Day Workers, of this award.

- (3) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause (b) (2) of this clause.

- (4) The loading in lieu of annual leave as set out in subclause (b) (3) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

(d) Leave

- (1) Other than as described under subclauses (d)(3), (d)(4), (d)(5) and (d)(6) of this clause, casual employees are not entitled to any other paid or unpaid leave.

- (2) As set out in subclause (b)(3) of this clause, casual employees will be paid 1/12th in lieu of annual leave.

- (3) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (4) Casual employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (i) The Managing Director must not fail to re-engage a regular casual employee (see Section 53(2) of the *Industrial Relations Act 1996*) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (5) Personal Carers Entitlement for casual employees
 - (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 72(a)(3) of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
 - (ii) The Managing Director and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) The Managing Director must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Managing Director to engage or not to engage a casual employee are otherwise not affected.
 - (iv) The casual employee shall, if required:
 - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (b) establish by production of documentation acceptable to the Managing Director or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Managing Director of their inability to attend for duty. If it is not reasonably practicable to inform the Managing Director during the ordinary hours of the first day or shift of such absence, the employee will inform the Managing Director within 24 hours of the absence..

- (6) Bereavement entitlements for casual employees
- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member (as defined in 72(a)(3)) on production of satisfactory evidence (if required by the Managing Director).
 - (ii) The Managing Director and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) The Managing Director must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Managing Director to engage or not engage a casual employee are otherwise not affected.
 - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Managing Director of their inability to attend for duty. If it is not reasonably practicable to inform the Managing Director during the ordinary hours of the first day or shift of such absence, the employee will inform the Managing Director within 24 hours of the absence.

(e) Application of other clauses of this award to casual employees

- (1) The following clauses of this award do not apply to casual employees:

8	Working Hours
12	Variation of Hours
13	Natural emergencies and Major transport disruptions
16	Public Holidays
17	Standard Working Hours
21	Excess Travelling time
22	Waiting Time
39	Room at Home Used as an office
40	Semi Official Telephones
41	On call Allowance
49 to 57	relating to Trade Union activities
59	Travelling and other costs of Trade Union Delegates
63	Leave - General Provisions
64 to 81	relating to the various leave provisions
82	Study Assistance
83	Shift Work
84 to 85	relating to overtime
87 to 88	relating to recall to duty and standby arrangements
92	Payment for overtime or leave in lieu

9A. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

- (i) The hourly rates for full time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
 - (iii) The wages paid for training time may be averaged over the school term or year.
 - (iv) Where this award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (c) Progression through the Wage Structure
- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (d) Conversion from a school based apprentice to a full time apprenticeship
- Where an apprentice converts from a school based to a full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.
- (e) Conditions of Employment

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

9B. Part-Time Employment

- (a) General
- (1) This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.
 - (2) Part-time work may be undertaken with the agreement of the Managing Director. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
 - (3) A part-time staff member is to work contract hours less than full-time hours.
 - (4) Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
 - (5) Before commencing part-time work, the Managing Director and the staff member must agree upon:
 - (i) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - (ii) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
 - (iii) the classification applying to the work to be performed;
 - (6) The terms of the agreement must be in writing and may only be varied with the consent of both parties.

- (7) Incremental progression for part-time staff members is the same as for full time staff members, that is, part-time staff members receive an increment annually.
- (b) Additional hours
- (1) An employer may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:
- (i) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
 - (ii) if working under a Flexible Working Hours scheme under clause 18 of the award, or a Local Agreement made in accordance with clause 7 of the award, have the time worked credited as flex time.
- (2) For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 90, Rate of Payment for Overtime of the award.

10. Morning and Afternoon Breaks

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

11. Meal Breaks

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

- (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (b) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Managing Director and the Association to provide for payment of a penalty.

12. Variation of Hours

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

- (a) the variation does not adversely affect the operational requirements;
- (b) there is no reduction in the total number of daily hours to be worked;
- (c) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- (d) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- (e) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;

- (f) ongoing arrangements are documented; and
- (g) the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

13. Natural Emergencies and Major Transport Disruptions

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

- (a) apply to vary the working hours as provided in clause 12, Variation of Hours of this award and/or
- (b) negotiate an alternative working location with the NSW TAFE Commission; and/or
- (c) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

14. Assistance With Transport

The extent of any assistance by the NSW TAFE Commission with transport of a staff member between the workplace and residence or part of the distance involved, shall be determined by the Managing Director according to the provisions contained in clause 95, Provision of Transport in Conjunction with Working of Overtime of this award.

15. Notification of Absence from Duty

- (a) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (b) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Managing Director, the amount representing the period of absence shall be deducted from the staff member's pay.

16. Public Holidays

- (a) Unless directed to attend for duty by the Managing Director, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - (1) a public holiday throughout the State; or
 - (2) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (3) a day between Boxing Day and New Year's Day determined by the appropriate Managing Director as a public service holiday, unless a staff member is eligible for a union picnic day under another industrial instrument.
- (b) A staff member required by the Managing Director to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (c) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

17. Standard Working Hours

- (a) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part time.

- (b) Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Managing Director. Where time off has been granted, such time shall be made up as set out in subclause (d) of this clause.
- (c) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Managing Director approves, make the time up in accordance with subclause (d) of this clause.
- (d) Making up of Time - The time off taken in circumstances outlined in subclauses (b) and (c) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Managing Director.

18. Flexible Working Hours

- (a) The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours Agreement.
- (b) Consistent with local arrangements negotiated under clause 7, Local Arrangements of this award, and consistent with subclause (a) of this clause a flexible working hours scheme in terms of this subclause may operate in the NSW TAFE Commission, subject to operational requirements, as determined by the Managing Director.
- (c) Where the operational requirements allow, the working of a flexible hours under a flexible working hours scheme operating in the NSW TAFE Commission, shall be extended to a staff member working under a part time work arrangement.
- (d) Exclusions - Flexible working hours shall not apply to staff members who work:
 - a 38 hour week and are entitled to a rostered day off in a regular cycle; or
 - permanent standard hours; orexcept as negotiated under clause 7 of this award, according to a shift roster.
- (e) Attendance
 - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- (f) Bandwidth
 - The bandwidth shall be between the hours of 7.30am and 6.00pm, unless a different time span has been negotiated under a local arrangement in terms of clause 7, Local Arrangements.
- (g) Core Time
 - The core time shall be between the hours of 9.30am and 3.30pm, excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of Clause 7, Local Arrangements.
- (h) Lunch Break
 - The standard lunch period shall be one hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to two and one half hours or reduced to not less than 30 minutes within the span of hours determined by the Managing Director. Where a local arrangement has been negotiated in terms of clause 7, Local Arrangements, the lunch break shall be taken in accordance with such local arrangement.

(i) Settlement Period

Unless a local arrangement has been negotiated in terms of clause 7, Local Arrangements, the settlement period shall be four weeks.

- (1) For time-recording purposes, the settlement period and flex leave must coincide.
- (2) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Managing Director may extend the affected settlement period by a further four weeks.

(j) Contract Hours

The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.

(k) Flexible Working Hours Credit

A staff member may carry a maximum of 10 hours' credit into the next settlement period. Local arrangements in terms of clause 7, Local Arrangements, may be negotiated in respect of the carry-over of additional flexible hours' credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.

- (l) Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry-over from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.

(m) Flexible Working Hours Debit

The following provisions shall apply to the carry-over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 7, Local Arrangements:

- (1) a debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- (2) where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess;
- (3) any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next New South Wales public sector organisation under the Public Sector Staff Mobility Policy.

(n) Cessation of Duty

A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:

- (1) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
- (2) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted; or

- (3) in such other circumstances as have been negotiated between the Managing Director and the Association under a local arrangement in terms of clause 7, Local Arrangements.
- (4) Prior to a staff member's last day of service, the staff member and supervisor shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph (2) of subclause (p) of this clause.
- (o) Where a staff member ceases duty in the NSW TAFE Commission in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the mobility provisions of the *Public Sector Employment and Management Act 2002* shall apply to the accrued but untaken or not forfeited flex leave.

(p) Flex Leave

Subject to operational requirements:

- (1) a staff member may take off one full day or two half days in a settlement period of four weeks;
- (2) where it appears a staff member may exceed a 10-hour credit, as per subclause (l) of this clause, strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days;
- (3) flex leave may be taken on consecutive working days;
- (4) absences on flex leave may be combined with other periods of authorised leave;
- (5) local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 7, Local Arrangements.
- (q) Absence during Core Time

Where a staff member needs to take a short period of authorised leave within core time, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 64, Absence from Work.

(r) Standard Hours

Notwithstanding the provisions of this clause, the Managing Director may direct the staff member to work standard hours and not flexible hours:

- (1) where the Managing Director decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the NSW TAFE Commission or section of the NSW TAFE Commission, the Association shall be consulted, where appropriate; or
- (2) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (s) Easter Concession

Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the NSW TAFE Commission, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

19. Rostered Days Off for 38 Hour Week Workers

- (a) The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.

- (b) Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
 - (1) Except as provided in paragraph (2) of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
 - (2) Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
 - (3) Exception - Notwithstanding the provisions of paragraph (2) of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- (c) In the event of unforeseen circumstances or the NSW TAFE Commission's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- (d) Where seasonal or school vacation considerations affect NSW TAFE Commission operations, rostered days off may be accrued and taken during a less active period.
- (e) A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- (f) Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

20. Existing Hours of Work Determinations

Any existing determinations or agreements in respect of the hours of work which operated in the NSW TAFE Commission or part of the NSW TAFE Commission as at the effective date of this award, shall continue to apply until renegotiated.

21. Excess Travelling Time

- (a) Excess Travelling Time - A staff member directed by the Managing Director to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Managing Director's discretion, be compensated for such time either by:
 - (1) Payment calculated in accordance with the provisions contained in this clause; or
 - (2) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (b) Compensation under paragraphs (1) or (2) of subclause (a) of this clause, shall be subject to the following conditions:
 - (1) on a non-working day - all time spent travelling on official business;
 - (2) on a working day - subject to the provisions of subclause (e) of this clause, all additional time spent travelling before or after the staff member's normal hours of duty,provided the period for which compensation is being sought is more than a half an hour on any one day.
- (c) No compensation for travelling time shall be given in respect of travel between 11.00 p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (d) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

- (e) Compensation for excess travelling time shall exclude the following:
- (1) time normally taken for the periodic journey from home to headquarters and return;
 - (2) any periods of excess travel of less than 30 minutes on any one day;
 - (3) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (4) time from 11.00p.m. on one day to 7.30a.m. on the following day if sleeping facilities have been provided.
 - (5) travel not undertaken by the most practical available route;
 - (6) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (7) time within the flex time bandwidth;
 - (8) travel overseas.
- (f) Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- (g) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (h) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (i) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

22. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 21, Excess Travelling Time.

23. Travelling Compensation

- (a) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the NSW TAFE Commission.
- (b) The Managing Director shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.

- (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- (e) The NSW TAFE Commission will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- (f) Subject to subclause (n), a staff member who is required by the Managing Director to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- (g) If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- (h) For the first 35 days, the payment shall be:
- (1) where the NSW TAFE Commission elects to pay the accommodation provider the staff member shall receive:
 - (i) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates and
 - (ii) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, and
 - (iii) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
 - (2) where the NSW TAFE Commission elects not to pay the accommodation provider the staff member shall elect to receive either:
 - (i) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (ii) in lieu of (i) above, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- (i) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Managing Director that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- (j) Where a staff member is unable to so satisfy the Managing Director, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- (k) After the first 35 days - If a staff member is required by the Managing Director to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- (l) Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause (k) of this clause, NSW TAFE Commission could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.

- (m) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- (n) This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and *Cross-Agency Employment (section 100) Public Sector Employment and Management Act 2002*.

24. Meal Expenses on One Day Journeys

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

- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
- (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

25. (Deleted)

26. (Deleted)

27. Restrictions on Payment of Travelling Allowances

- (a) An allowance under clause 23, Travelling Compensation is not payable in respect of:
 - (1) any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - (2) any period of leave, except with the approval of the Managing Director or as otherwise provided by this clause; or
 - (3) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (b) A staff member who is in receipt of an allowance under clause 23, Travelling Compensation, shall be entitled to the allowance in the following circumstances:
 - (1) when granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
 - (2) when leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

28. Increase Or Reduction in Payment of Travelling Allowances

Where the Managing Director is satisfied that a travelling allowance is:

- (a) insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
- (b) in excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

29. Production of Receipts

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

30. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Managing Director having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation may be granted by the Managing Director.

31. Camping Allowances

- (a) Except as provided in another industrial instrument, payment of the camping allowance applies to a staff member who is:-
 - (1) in receipt of a camping equipment allowance under clause 32, Camping Equipment Allowance; or
 - (2) provided with camping equipment by the NSW TAFE Commission; or
 - (3) reimbursed by the NSW TAFE Commission for the cost of hiring camping equipment.
- (b) When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:-
 - (1) the daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and
 - (2) where required to camp for more than 40 nights in any calendar years - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B of Monetary Rates.
- (c) Where the Managing Director is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to camping allowance shall be paid a travelling allowance under clause 23 instead of the camping allowance.
- (d) A staff member who is paid a remote areas allowance under clause 35 of this award is entitled to continue to receive that allowance while receiving a camping allowance.

32. Camping Equipment Allowance

- (a) In this clause, "camping equipment" includes instrument and travelling equipment.
- (b) A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 5 of Table 1 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- (c) A staff member who provides own bedding and sleeping bags while camping on official business, shall be paid an additional allowance at the rate specified in Item 5 of Table 1 - Allowances of Part B Monetary Rates.

33. Allowance Payable for Use of Private Motor Vehicle

- (a) The Managing Director may authorise a staff member to use a private motor vehicle for work where:
- (1) such use will result in greater efficiency or involve the NSW TAFE Commission in less expense than if travel were undertaken by other means; or
 - (2) where the staff member is unable to use other means of transport due to a disability.
- (b) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act, 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Managing Director.
- (c) A staff member who, with the approval of the Managing Director, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle.
- (d) Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- (1) The casual rate is payable if a staff member elects, with the approval of the Managing Director, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - (2) The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- (e) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (f) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 - Allowances of Part B Monetary Rates.
- (g) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

34. Damage to Private Motor Vehicle Used for Work

- (a) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the NSW TAFE Commission, provided:
- (1) the damage is not due to gross negligence by the staff member; and
 - (2) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the staff member, the NSW TAFE Commission shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- (1) the damage was sustained on approved work activities; and
 - (2) the costs cannot be met under the insurance policy due to excess clauses.

35. Allowance for Living in a Remote Area

- (a) A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- (1) indefinitely stationed and living in a remote area as defined in clause 3, Definitions of this Award; or
 - (2) not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in clause 3, Definitions of this award.
- (b) Grade of appropriate allowance payable under this clause shall be determined as follows:
- (1) Grade A allowances - the appropriate rate shown as Grade A in Item 7 of Table 1 - Allowances of Part B Monetary Rates in respect of all locations in a remote area, as defined in clause 3, Definitions of this award, except as specified in paragraphs (2) and (3) of this subclause;
 - (2) Grade B allowances - the appropriate rate shown as Grade B in Item 7 of Table 1 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledook, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - (3) Grade C allowances - the appropriate rate shown as Grade C in Item 7 of Table 1 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

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

A staff member who:

- (a) is indefinitely stationed in a remote area as defined in clause 3, Definitions of this award; and
- (b) proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 8 of Table 1 - Allowance of Part B Monetary Rates for the additional costs of travel.

37. Overseas Travel

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

38. Exchanges

- (a) The Managing Director may arrange two way or one way exchanges with other organisations both public and private, if the NSW TAFE Commission or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the NSW TAFE Commission's business.
- (b) The conditions applicable to those staff members who participate in exchanges will be determined by the Managing Director according to the individual circumstances in each case (Item 9 of Table 1 - Allowances of Part B Monetary Rates).

- (c) The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 52, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

39. Room at Home Used as Office

- (a) Where no office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW TAFE Commission will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 10 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- (b) Where an office exists in a particular location - Where a NSW TAFE Commission office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines.
- (c) Requirements - Arrangements under subclause (a) or (b) of this clause shall be subject to:
- (1) a formal agreement being reached in respect of the hours to be worked; and
 - (2) the occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

40. Semi-Official Telephones

- (a) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the NSW TAFE Commission, as and when required.
- (b) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (c) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
- (1) give decisions, supply information or provide emergency services; and/or
 - (2) be available for reasons of safety or security for contact by the public outside of normal office hours.
- (d) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- (1) the connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (2) the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (3) the full cost of official local, STD and ISD calls.
- (e) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- (1) date, time, length of call and estimated cost;
 - (2) name and phone number of the person to whom call was made; and

- (3) reason for the call.

41. On-Call Allowance

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (a) entitled to be paid the on call allowance set out in Item 11 of Table 1 - Allowances of Part B Monetary Rates when directed by the NSW TAFE Commission to be on call outside the staff member's working hours;
- (b) if a staff member who is on call and is called out by the NSW TAFE Commission, the overtime provisions as set out in clause 85, Overtime Worked by Shift Workers or clause 86, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- (c) where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

42. Uniforms and Protective Clothing

- (a) Uniform, etc. provided by the NSW TAFE Commission - A staff member who is required or authorised by the appropriate Managing Director to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the NSW TAFE Commission with such clothing.
- (b) Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

43. Payment of Laundry Allowance

- (a) A staff member who is entitled to a laundry allowance at the time of making this award shall continue to receive the allowance as specified in Item 12 of Table 1 - Allowances of Part B, Monetary Rates.
- (b) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the NSW TAFE Commission.

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

- (a) Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the NSW TAFE Commission covering the damage to or loss of the personal property of the staff member.
- (b) If a claim under subclause (a) of this clause is rejected by the insurer, the Managing Director may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
 - (1) is due to the negligence of the NSW TAFE Commission, another staff member, or both, in the performance of their duties; or
 - (2) is caused by a defect in a staff member's material or equipment; or
 - (3) results from a staff member's protection of or attempt to protect NSW TAFE Commission property from loss or damage.
- (c) Compensation in terms of subclause (b) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Managing Director may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

- (d) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (e) Compensation for the damage sustained shall be made by the NSW TAFE Commission where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

45. Garage and Carport Allowance

- (a) Where a staff member garages a NSW TAFE Commission vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Managing Director, such staff member shall be paid an appropriate rate of allowance as specified in Item 13 of Table 1 - Allowances of Part B, Monetary Rates.
- (b) Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

46. Community Language Allowance Scheme (CIAS)

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:

- (a) employed as interpreters and translators; and
- (b) employed in those positions where particular language skills are an integral part of essential requirements of the position, shall be paid an allowance as specified in Item 14 of Table 1 - Allowances of Part B Monetary Rates.

47. First Aid Allowance

- (a) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 15 of Table 1 - Allowances of Part B Monetary Rates.
- (b) The First Aid Allowance shall not be paid during leave of one week or more.
- (c) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

48. Review of Allowances Payable in Terms of This Award

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

- (a) Allowances listed in this subclause will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
 - (1) clause 23, Travelling Compensation;
 - (2) clause 24, Meal Expenses on one day journeys;
 - (3) clause 33, Allowances payable for the use of private motor vehicles;
 - (4) clause 89, Overtime meal allowances, for breakfast, lunch and dinner.
- (b) Allowances payable in terms of clauses listed in this subclause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
 - (1) clause 31, Camping Allowances;

- (2) clause 32, Camping Equipment Allowance;
 - (3) clause 35, Allowance for Living in a Remote Area;
 - (4) clause 36, Assistance to Staff Members Stationed in a Remote Area when Travelling on Recreation Leave;
 - (5) clause 39, Room at Home used as Office;
 - (6) clause 43, Payment of Laundry Allowance
 - (7) clause 45, Garage and Carport Allowance; and
 - (8) clause 89, Overtime Meal Allowances for supper.
- (c) Allowances payable in terms of clauses listed in this subclause shall continue to be subject to a percentage increase under an industrial instrument and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (1) clause 41, On call Allowance;
 - (2) clause 46, Community Language Allowance Scheme (CLAS);
 - (3) clause 47, First Aid Allowance.

49. Trade Union Activities Regarded as on Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified below. While undertaking such activities, the Association delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before -
 - (1) meetings with management;
 - (2) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (3) any other meeting with management; by agreement with management, where operational requirements allow the taking of such time;
- (d) giving evidence in court on behalf of the NSW TAFE Commission;
- (e) appearing as a witness before the Government and Related Employees Appeal Tribunal;
- (f) representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- (g) presenting information on the Association and Association activities at induction sessions for new staff of the NSW TAFE Commission; and

- (h) distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

50. Trade Union Activities Regarded as Special Leave

The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Labor Council of New South Wales and the biennial Congress of the Australian Council of Trade Unions;
- (d) attending meetings called by the Labor Council of New South Wales involving the Association which requires attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 49, 50 and 51 apply.

51. Trade Union Training Courses

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

- (a) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Managing Director and the Association under a local arrangement pursuant to clause 7, Local Arrangements;
- (b) courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of two years applies to this training and is subject to:
 - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
 - (3) all travelling and associated expenses being met by the staff member or the Association;
 - (4) attendance being confirmed in writing by the Association or a nominated training provider.

52. Conditions Applying to on Loan Arrangements

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

- (a) meetings interstate or in New South Wales of a Federal nature to which an Association member has been nominated or elected by the Association:
 - (1) as an Executive Member; or
 - (2) as a member of a Federal Council; or

- (3) as a member of a vocational or industry committee.
- (b) briefing counsel on behalf of the Association;
- (c) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (d) country tours undertaken by a member of the executive or Council of the Association;
- (e) taking up full-time duties with the Association if elected to the office of President, General Secretary or to another full-time position with the Association.
- (f) Financial Arrangements

The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:

- (1) The NSW TAFE Commission will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - (2) The NSW TAFE Commission will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the New South Wales Treasury from time to time.
 - (3) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Managing Director and the Association.
- (g) Recognition of "On Loan" Arrangement as Service

On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

- (h) Limitation

On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Managing Director in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

53. Period of Notice for Trade Union Activities

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

54. Access to Facilities By Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (a) telephone, facsimile and, where available, e-mail facilities;
- (b) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

55. Responsibilities of the Trade Union Delegate

Responsibilities of the Association delegate are to:

- (a) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (b) participate in the workplace consultative processes, as appropriate;
- (c) follow the dispute settling procedure applicable in the workplace;
- (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (e) account for all time spent on authorised Association business;
- (f) when special leave is required, to apply for special leave in advance;
- (g) distribute Association literature/membership forms, under local arrangements negotiated between the Managing Director and the Association; and
- (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

56. Responsibilities of the Trade Union

Responsibilities of the Association are to:

- (a) provide written advice to the Managing Director about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (c) of clause 57, Responsibilities of Workplace Management;
- (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (e) apply to the Managing Director well in advance of any proposed extension to the "on loan" arrangement;
- (f) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (g) advise the employer of any leave taken by the Association delegate during the on loan arrangement.

57. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this clause, the responsibilities of workplace management are to:

- (a) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;
- (b) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;

- (c) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (d) where appropriate, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (e) re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- (f) where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, apply the provisions of subclause (e) of this clause;
- (g) continue to pay salary during an "on loan" arrangement negotiated with the Association and obtain reimbursement of salary and on costs from the Association at regular intervals, or as otherwise agreed between the parties if long-term arrangements apply;
- (h) verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (i) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

58. Right of Entry Provisions

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

59. Travelling and Other Costs of Trade Union Delegates

- (a) Except as specified in subclause (c) of clause 57, Responsibilities of Workplace Management, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (b) In respect of meetings called by the workplace management in terms of subclause (c) of clause 57, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 23, 24, or 27 of this Award.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW TAFE Commission in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the NSW TAFE Commission by the Association or the staff member.

60. Industrial Action

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 6, Grievance and Dispute Settling Procedures).
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

61. Consultation

There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between management and the Association.

62. Deduction of Trade Union Membership Fees

At the staff member's election, the Managing Director shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Managing Director and the Association in accordance with clause 7, Local Arrangements of this award.

63. Leave - General Provisions

- (a) The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Managing Director and the Association in terms of clause 7, Local Arrangements of this award.
- (b) Unless otherwise specified, part-time staff members will receive the leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- (c) A temporary employee is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW TAFE Commission, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

64. Absence from Work

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

65. Applying for Leave

- (a) An application by a staff member for leave under this Award shall be made to and dealt with by the Managing Director.
- (b) The Managing Director shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW TAFE Commission permit this to be done.

66. Parental Leave

Parental leave includes maternity, adoption and "other parent" leave.

- (a) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (1) For a period up to 9 weeks prior to the expected date of birth; and

- (2) For a further period of up to 12 months after the actual date of birth.
 - (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (b) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- (1) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (2) For such period, not exceeding 12 months on a full-time basis, as the Managing Director may determine, if the child has commenced school at the date of the taking of custody.
 - (3) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (c) Where maternity or adoption leave does not apply; "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (1) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (2) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (1) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (1) Applied for parental leave within the time and in the manner determined set out in subclause (i) of this clause; and
 - (2) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (3) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (e) Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (1) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (2) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;

- (3) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (f) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - (1) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (2) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (3) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (g) Except as provided in subclauses (d), (e) and (f) of this clause parental leave shall be granted without pay.
- (h) Right to request
 - (1) A staff member who has been granted parental leave in accordance with subclause (a), (b) or (c) may make a request to the Managing Director to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (2) The Managing Director shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the NSW TAFE Commission's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (i) Notification Requirements
 - (1) When NSW TAFE Commission is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the NSW TAFE Commission must inform the staff member of their entitlements and their obligations under the Award.
 - (2) A staff member who wishes to take parental leave must notify the Managing Director in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause(h).
 - (3) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and

- (ii) the period of leave to be taken.
- (4) Staff member's request and the Managing Director's decision to be in writing

The staff member's request under 66(h)(1) and the Managing Director's decision made under 66(h)(2) must be recorded in writing.
- (5) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Managing Director in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Managing Director agrees.
- (6) A staff member on maternity leave is to notify the NSW TAFE Commission of the date on which she gave birth as soon as she can conveniently do so.
- (7) A staff member must notify the NSW TAFE Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (8) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the NSW TAFE Commission and any number of times with the consent of the NSW TAFE Commission. In each case she/he must give the NSW TAFE Commission at least 14 days notice of the change unless the Managing Director decides otherwise.
- (j) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (h), and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (k) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (l) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Managing Director approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- (m) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the NSW TAFE Commission) must be given.
- (n) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (o) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- (p) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave subject to:
 - (1) accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - (2) the total period of parental leave, is not extended by the taking of recreation leave at half pay

- (3) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- (q) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Managing Director, should, in consultation with the member of staff, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (r) If such adjustments cannot reasonably be made, the Managing Director must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (s) Communication during parental leave
- (1) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW TAFE Commission shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
- (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (2) The staff member shall take reasonable steps to inform the Managing Director about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- (3) The staff member shall also notify the Managing Director of changes of address or other contact details which might affect the NSW TAFE Commission's capacity to comply with paragraph (1).

67. Extended and Long Service Leave

- (a) As provided by the Act, extended leave shall accrue and shall be granted to full time staff members in accordance with the provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002* and any amendments thereto.
- (b) Permanent part time staff members shall accrue and shall be granted extended leave on the same terms and conditions as full time staff members under subclause (a) of this clause, except that extended leave will accrue and be granted on a proportionate basis.
- (c) Temporary part time staff members shall accrue and shall be granted long service leave in accordance with the provisions of the *Long Service Leave Act 1955* and any amendments thereto.

68. Family and Community Service Leave

- (a) The Managing Director shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause (b). The Managing Director may also grant leave for the purposes in subclause (c). Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- (b) Such unplanned and emergency situations may include, but not be limited to, the following:-
- (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;
 - (2) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (3) emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (4) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - (5) attendance at court by a staff member to answer a charge for a criminal offence, only if the Managing Director considers the granting of family and community service leave to be appropriate in a particular case;
- (c) Family and community service leave may also be granted for:
- (1) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (2) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- (d) The definition of "family" or "relative" in this clause is the same as that provided in paragraph 72(a)(3) of this award.
- (e) Family and community service leave shall accrue as follows:
- (1) two and a half days in the staff member's first year of service;
 - (2) two and a half days in the staff member's second year of service; and
 - (3) one day per year thereafter.
- (f) If available family and community service leave is exhausted, on the death of a person defined in paragraph (3) of subclause 72(a), Use of Sick Leave to Care for a Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (g) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause 72(a), Use of Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted or is unavailable.

69. Leave Without Pay

- (a) The Managing Director may grant leave without pay to a staff member if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or a part-time basis.
- (c) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.

- (d) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (e) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Managing Director.
- (f) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (g) No paid leave shall be granted during a period of leave without pay.
- (h) A permanent appointment may be made to the staff member's position if:
 - (1) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (2) the staff member is advised of the NSW TAFE Commission's proposal to permanently backfill their position; and
 - (3) the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (4) the NSW TAFE Commission advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- (i) The position cannot be filled permanently unless the above criteria are satisfied.
- (j) The staff member does not cease to be employed by the NSW TAFE Commission if their position is permanently backfilled.
- (k) Subclause (h) above does not apply to full-time unpaid parental leave granted in accordance with paragraph (h)(i) of clause 66, Parental Leave or to military leave.

70. Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Managing Director may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (b) Up to 26 working days military leave per financial year may be granted by the Managing Director to members of the Naval Reserve, up to 28 working days per financial year to members of the Army Reserve and up to 32 working days per year for members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (c) Employees are eligible for an additional single period of up to four days of paid military leave per military leave year, where they require leave in excess of the above entitlement.
- (d) For leave in excess of the entitlements under (b) and (c) of this clause staff members will receive top up pay. Top up pay is the difference between their Reservist pay and what they would have received ordinarily if they were at work. During periods of top up pay the staff member's superannuation will be maintained and sick, recreation and extended leave entitlements will accrue.
- (e) At the expiration of military leave, the staff member shall furnish to the Managing Director a certificate of attendance signed by the commanding officer or other responsible officer.

71. Observance of Essential Religious Or Cultural Obligations

- (a) A staff member of:
- (1) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (2) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- (b) Provided adequate notice as to the need for leave is given by the staff member to the NSW TAFE Commission and it is operationally convenient to release the staff member from duty, the Managing Director must grant the leave applied for by the staff member in terms of this clause.
- (c) A staff member of any religious faith who seek time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Managing Director, subject to:
- (1) adequate notice being given by the staff member;
 - (2) prior approval being obtained by the staff member; and
 - (3) the time off being made up in the manner approved by the Managing Director.
- (d) Notwithstanding the provisions of subclause (a), (b) and (c) of this clause, arrangements may be negotiated between the NSW TAFE Commission and the Association in terms of clause 7, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

72. Personal Carers Leave

- (a) Use of sick leave to care for a family member

When family and community service leave provided for in clause 68 is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause (3) of this clause who needs the staff member's care and support may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (1) The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Managing Director may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (2) If required by the Managing Director to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 76(f) of this award.
- (3) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the staff member being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:-
 - a spouse of the staff member; or
 - a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian),

grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or

- a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

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

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

(b) Use of recreation leave to care for a family member

- (1) A staff member may elect, with the consent of the Managing Director, to take recreation leave not exceeding 10 days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (2) A staff member may elect, with the consent of the Managing Director, to take recreation leave at any time within a period of 24 months from the date at which it falls due.

73. Recreation Leave

(a) Accrual

- (1) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (2) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member who is stationed indefinitely in a remote area of the State, as defined in clause 3, Definitions of this award.
- (3) Recreation leave accrues from day to day.

(b) Limits on Accumulation and Direction to take leave

- (1) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Managing Director in special circumstances.
- (2) Where the operational requirements permit, the application for leave shall be dealt with by the Managing Director according to the wishes of the staff member.
- (3) Recreation leave should only accumulate to a maximum of 40 working days. Staff members who are shift workers or who are required to work regularly on weekends and/or public holidays may accrue to a maximum of 50 days.
- (4) Should recreation leave balances exceed the limits specified in paragraph (3) of this subclause, the Managing Director may direct staff to take recreation leave with a reasonable time period and at a time convenient to the NSW TAFE Commission.
- (5) A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the NSW TAFE Commission must cooperate in this process. The NSW TAFE Commission may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.

- (c) Conservation of Leave - If the Managing Director is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below 40 or 50 days, the Managing Director shall:
- (1) specify in writing the period of time during which the excess shall be conserved; and
 - (2) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 40 or 50 day limit.
- (d) Miscellaneous
- (1) Unless a local arrangement has been negotiated between the Managing Director and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
 - (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
 - (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
 - (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers' Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
 - (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
 - (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
 - (7) On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
 - (8) A staff member to whom paragraph (7) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- (e) Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's personal representative. Where no probate or letters of administration are produced then the monetary value of recreation leave may be paid to the person who met the expenses for the funeral.
- (f) A staff member entitled to additional recreation leave under 73(a)(2) Recreation Leave, or 82, Shift Work, can elect at any time to cash out the additional recreation leave.

74. Annual Leave Loading

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

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

75. Sick Leave

- (a) Payment for sick leave is subject to the staff member:
- (1) Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
 - (2) Providing evidence of illness as soon as practicable if required by clause 76 of this award.

- (b) If the Managing Director is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Managing Director:
- (1) shall grant to the staff member sick leave on full pay; and
 - (2) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- (c) The Managing Director may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (d) Entitlements. A staff member appointed after the date of this award variation will commence accruing sick leave in accordance with this clause immediately. Staff members at the time of the award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- (1) At the commencement of employment with the NSW TAFE Commission, a full-time staff member is granted an accrual of 5 days sick leave.
 - (2) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - (3) After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - (4) New appointees with an accrued sick leave balance from previous employment in a NSW public sector service (including the NSW TAFE Commission) which is continuous with current employment with the NSW TAFE Commission are entitled to have that balance transferred to their current employment in accordance with section 96 of the Public Sector Employment and Management Act 2002 and any amendments thereto.
 - (5) New appointees with an accrued sick leave balance from previous employment with the NSW TAFE Commission which is not continuous with current employment with the NSW TAFE Commission are entitled to have that balance transferred to their current employment provided that sick leave records are available.
 - (6) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (7) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (8) Paid sick leave shall not be granted during a period of unpaid leave.
- (e) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a temporary staff member employed for less than 3 months, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Managing Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (f) Temporary staff members - No paid sick leave shall be granted to temporary employees who are employed for a period of less than 3 months.
- (g) Unless an apprentice is covered by an industrial instrument which makes a more favourable provision, all apprentices are granted a maximum of 10 days sick leave on full pay during each year of their apprenticeship. Unused sick leave accumulates during the period of the apprenticeship.

76. Sick Leave - Requirements for Evidence of Illness

- (a) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Managing Director in respect of the absence.
- (b) In addition to the requirements under subclause 75(a), a staff member may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Managing Director. Staff members who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Managing Director for each occasion absent for the balance of the calendar year.
- (c) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Managing Director is satisfied that the reason for the absence is genuine.
- (d) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Managing Director will advise them in advance.
- (e) If the Managing Director is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest or successor for advice.
 - (1) The type of leave granted to the staff member will be determined by the Managing Director based on HealthQuest's or successor's advice.
 - (2) If sick leave is not granted, the Managing Director will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (f) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW TAFE Commission.
- (g) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (1) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Managing Director's discretion, another registered health services provider, or
 - (2) where the absence exceeds one week, and unless the health provider listed in (1) above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
 - (3) at the Managing Director's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- (h) If a staff member who is absent on recreation leave or extended leave, furnishes to the Managing Director satisfactory evidence of illness in respect of an illness which occurred during the leave, the Managing Director may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (1) In respect of recreation leave, the period set out in the evidence of illness;
 - (2) In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- (i) Subclause (h) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

77. (Deleted)**78. Sick Leave - Workers Compensation**

- (a) The Managing Director shall advise each staff member of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Managing Director shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The Managing Director will ensure that, once received by the NSW TAFE Commission, a staff member's workers compensation claim is lodged by the NSW TAFE Commission with the workers' compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- (e) Pending the determination of that claim and on production of an acceptable medical certificate, the Managing Director shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (f) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (h) If a staff member notifies the appropriate Managing Director that he or she does not intend to make a claim for any such compensation, the Managing Director shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (i) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (j) If the Managing Director provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (k) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (l) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:-

- (1) the staff member's claim for workers compensation;
- (2) the conduct of a medical examination by a Government or other Medical Officer;
- (3) a medical certificate issued by the examining Government or other Medical Officer; or
- (4) action taken by the Managing Director either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

79. Sick Leave - Claims Other Than Workers Compensation

- (a) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:-
 - (1) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSW TAFE Commission to the staff member; and
 - (2) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the NSW TAFE Commission the monetary value of any such period of sick leave.
- (b) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Managing Director is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to the NSW TAFE Commission of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

80. Special Leave

- (a) Special Leave - Jury Service
 - (1) A staff member shall, as soon as possible, notify the Managing Director of the details of any jury summons served on the staff member.
 - (2) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Managing Director a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
 - (3) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Managing Director shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Managing Director shall grant, at the sole election of the staff member, available recreation leave on full pay, flexleave or leave without pay.
- (b) Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the NSW TAFE Commission.

- (c) Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- (1) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (2) pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
 - (3) Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the NSW TAFE Commission for the required period.
- (d) Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- (e) Special Leave - Examinations -
- (1) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Managing Director.
 - (2) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- (f) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 50, Trade Union Activities Regarded as Special Leave of this award.
- (g) Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- (h) Return Home When Transferred to New Location -- Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, on the same terms and conditions that apply to staff members covered by the Crown Employees (Transferred Employees Compensation) Award 2004 and any amendments thereto.
- (i) A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.
- (j) Special Leave - Other Purposes - Special leave on full pay may be granted for other purposes as the Managing Director determines.

81. Study Assistance

- (a) The Managing Director shall have the power to grant or refuse study time.
- (b) Where the Managing Director approves the grant of study time, the grant shall be subject to:
- (1) the course being a course relevant to the NSW TAFE Commission;

- (2) the time being taken at the convenience of the NSW TAFE Commission; and
 - (3) paid study time not exceeding a maximum of 4 hours per week.
- (c) Study time may be granted to permanent staff members and full-time temporary staff members. Permanent part-time staff members shall have a part time entitlement to study time.
- (d) Study time may be used for:
- (1) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (2) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - (3) private study; and/or
 - (4) accumulation, subject to the conditions specified in subclauses (f) to (j) of this clause.
- (e) Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- (1) Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (2) Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (3) Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses (f) to (j) of this clause.
- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW TAFE Commission.
- (g) Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW TAFE Commission.
- (h) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- (i) Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (j) Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- (k) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (l) Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.

- (m) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- (n) Repeated subjects - Study time shall not be granted for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- (o) Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- (p) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (q) The period granted as examination leave shall include:
 - (1) time actually involved in the examination;
 - (2) necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- (r) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (s) Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (t) All permanent full-time and part-time and full-time temporary staff members are eligible to apply and no prior service requirements are necessary.
- (u) Study leave shall be granted without pay, except where the Managing Director approves financial assistance. The extent of financial assistance to be provided shall be determined by the Managing Director according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (v) Where financial assistance is approved by the Managing Director for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (w) Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW TAFE Commission may choose to identify courses or educational programmes of particular relevance or value and establish a NSW TAFE Commission scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

82. Shift Work

- (a) Shift Loadings - Except where otherwise provided under another Industrial Instrument, a shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day -	at or after 6am and before 10am	Nil
Afternoon -	at or after 10am and before 1pm	10.0%
Afternoon -	at or after 1pm and before 4pm	12.5%
Night -	at or after 4pm and before 4am	15.0%
Night -	at or after 4am and before 6am	10.0%

- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts worked from Monday to Friday.
- (c) Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- (d) Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- (e) Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- (f) Public Holidays - the following shall apply:
 - (1) where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
 - (2) a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day.
- (g) Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Managing Director.
- (h) Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.
- (i) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- (j) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 93, Overtime Worked by Shift Workers, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (k) Time spent off duty may be calculated by determining the amount of time elapsed after:-
 - (1) the completion of an ordinary rostered shift; or
 - (2) the completion of authorised overtime; or
 - (3) the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- (l) Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

83. Overtime - General

- (a) A staff member may be directed by the Managing Director 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 overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Managing Director regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

84. Overtime Worked By Shift Workers

- (a) 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.
- (1) Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (2) Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (3) Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - (4) Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- (b) Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- (c) The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

85. Overtime Worked By Day Workers

- (a) The provisions of this clause shall not apply to:
- (1) shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 83, Shift Work and clause 85, Overtime Worked By Shift Workers of this award apply;

- (2) staff members covered by formal local arrangements in respect of overtime negotiated between the Managing Director and the Association;
 - (3) staff members to whom overtime provisions apply under another industrial instrument;
 - (4) staff members whose salary includes compensation for overtime;
 - (5) staff members who receive an allowance in lieu of overtime.
- (b) Rates - Overtime shall be paid at the following rates:
- (1) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 7, Local Arrangements of this award apply;
 - (2) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
 - (3) Sundays - All overtime worked on a Sunday at the rate of double time;
 - (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (d) A staff member who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods
- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

86. Recall to Duty

- (a) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This clause shall not apply in cases where it is customary for a staff member to return to the NSW TAFE Commission's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

87. On Call (Stand-By)

When a staff member is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made. The rate shown in item 11 of Table 1 - Allowances of Part B Monetary Rates shall be made for the duration of on call (stand-by).

88. Overtime Meal Breaks

- (a) Staff members not working flexible hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

89. Overtime Meal Allowances

- (a) If an adequate meal is not provided by the NSW TAFE Commission, a meal allowance shall be paid by the NSW TAFE Commission at the appropriate rate specified in Item 16 of Table 1 - Allowances of Part B, Monetary Rates, provided the Managing Director is satisfied that:
 - (1) the time worked is directed overtime;
 - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (4) overtime is not being paid in respect of the time taken for a meal break.

- (b) Notwithstanding the above provisions, nothing in this clause shall prevent the Managing Director and the Association from negotiating different meal provisions under a local arrangement.

90. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk Grade 8 plus \$1.00, unless the Managing Director approves payment for directed overtime at the staff member’s salary or, where applicable, salary and allowance in the nature of salary.

91. Payment for Overtime Or Leave in Lieu

- (a) The Managing Director shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (b) of this clause.
- (b) The following provisions shall apply to the leave in lieu:-
 - (1) the staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (2) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - (3) the leave must be taken at the convenience of the NSW TAFE Commission, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 78, Sick Leave to Care for a Sick Family Member apply.
 - (4) the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member’s NSW TAFE Commission or section;
 - (5) leave in lieu accrued in respect of overtime shall be given by the NSW TAFE Commission and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Managing Director and the Association;
 - (6) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

92. Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause (d) of clause 85, Overtime Worked by Day Workers applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:-

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

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

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

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (e) Overtime is not payable for time spent travelling.

93. Review of Overtime Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 48, Review of Allowances Payable in Terms of This award.
- (b) Where an allowance payable under clause 89, Overtime Meal Allowances of this award is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Managing Director shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Managing Director or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

94. Provision of Transport in Conjunction With Working of Overtime

- (a) For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.
 - (1) Departure or arrival after 8.00 pm of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.
 - (2) The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of NSW TAFE Commissions where knowledge of each particular situation will enable appropriate judgements to be made.

- (b) Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

- (c) Provision of Taxis

Where a staff member:

ceases overtime duty after 8.00 p.m., or

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

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

95. Higher Duties Allowance

- (a) A staff member who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more shall be paid a higher duties allowance subject to:
 - (1) satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the staff member appointed to that position; and

- (2) the allowance paid will be the difference between the present rate of pay of the staff member and the rate of pay to which they would have been entitled if appointed to that position; or
 - (3) where the staff member does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the Managing Director as a proportion of the duties and responsibilities which are satisfactorily undertaken.
- (b) In exceptional circumstances, and subject to approval by the Managing Director, payment of the higher duties allowance may be made for periods of relief of less than five consecutive days.
 - (c) Except as provided by subclause (d) of this clause, a higher duties allowance is not to be paid in respect of any unbroken period of leave exceeding five working days taken by the staff member during any period of relief in a higher position.
 - (d) Staff members who have relieved continuously for 12 months or more in the same higher-graded position and who continue to relieve in that position, are entitled to payment of the higher duties allowance for all leave taken during the further period of relief.

96. Management of Conduct and Performance

Part 2.7, Management of Conduct and Performance of the Public Sector Employment and Management Act 2002 and any procedural guidelines issued pursuant to section 44 of the *Public Sector Employment and Management Act 2002*, apply to classifications under this Award.

97. Anti-Discrimination

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

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

97A. Secure Employment

(a) Occupational Health and Safety

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

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

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

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(b) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

98. Leave Reserved

(a) The intention of this Award was to reflect existing conditions of service in relation to classifications in the NSW TAFE Commission at the time the first Award was made on 11 August 2005. The 2009 Reviewed Award includes conditions relating to the Memorandum of Understanding entered into by the

NSW Government and the Association on 2 October 2008. The parties may make application to give effect to further inclusions arising from the MOU.

- (b) The parties acknowledge that the *Public Sector Employment Legislation Amendment Act 2006* included a change to the employment status of TAFE administrative staff and will meet after the making of the 2009 Reviewed Award to discuss the amendments to be made to the award by way of an application for a variation or new award.

99. Area, Incidence and Duration

- (a) The parties bound by this Award are the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and the Technical and Further Education Commission.
- (b) The provisions of this Award shall apply to permanent, temporary and casual staff employed in the NSW TAFE Commission in the classifications as listed in Schedule 1 of this Award.
- (c) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2005 published 27 January 2006 (356 I.G. 896) and all variations thereof.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 21 May 2009.
- (e) The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Allowances

Effective 1 July 2008

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres (see list in item 2)	
		24(a) Breakfast	\$21.10
		24(b) Dinner	\$40.65
		24(c) Lunch	\$23.65
		Tier 2 and other country centres (see list in item 2)	
		24(a) Breakfast	\$18.85
		24(b) Dinner	\$37.15
		24(c) Lunch	\$21.55
2	23(h)(2)	Travelling allowances	
		Capital cities	Per day
		Adelaide	\$246.30
		Brisbane	\$299.30
		Canberra	\$234.30
		Darwin	\$260.30
		Hobart	\$218.30
		Melbourne	\$263.30

		Perth	\$249.30
		Sydney	\$284.30
	23(h)(2)	High cost country centres	Per day
		Ballarat (VIC)	\$217.30
		Bendigo (VIC)	\$223.30
		Broome (WA)	\$274.30
		Burnie (TAS)	\$224.30
		Cairns (QLD)	\$221.80
		Carnarvon (WA)	\$234.30
		Christmas Island (WA)	\$223.80
		Cocos (Keeling) Island	\$211.30
		Dampier (WA)	\$259.80
		Derby (WA)	\$266.30
		Devonport (TAS)	\$216.80
		Emerald (QLD)	\$207.30
		Exmouth (WA)	\$274.80
		Geraldton (WA)	\$217.30
		Gladstone (QLD)	\$212.30
		Gold Coast (QLD)	\$236.30
		Halls Creek (WA)	\$233.30
		Hervey Bay (QLD)	\$210.80
		Horn Island (QLD)	\$240.30
		Jabiru (NT)	\$291.30
		Kadina (SA)	\$208.30
		Kalgoorlie (WA)	\$217.80
		Karratha (WA)	\$344.80
		Kununurra (WA)	\$248.30
		Launceston (TAS)	\$216.80
		Mackay (QLD)	\$213.30
		Maitland (NSW)	\$209.30
		Mount Gambier (SA)	\$208.30
		Mount Isa (QLD)	\$216.30
		Naracoorte (SA)	\$207.30
		Newcastle (NSW)	\$217.80
		Newman (WA)	\$251.30
		Norfolk Island	\$209.30
		Port Hedland (WA)	\$348.30
		Port Lincoln (SA)	\$207.30
		Port Macquarie (NSW)	\$216.30
		Thursday Island (QLD)	\$281.30
		Warrnambool (VIC)	\$214.30
		Weipa (QLD)	\$239.30
		Wilpena-Pound (SA)	\$236.30
		Wonthaggi (VIC)	\$223.30
		Yulara (NT)	\$414.30
	23(h)(2)	Tier 2 country centres	Per day
		Albany (WA)	\$199.45
		Alice Springs (NT)	\$199.45
		Bairnsdale (VIC)	\$199.45
		Bathurst (NSW)	\$199.45
		Bordertown (SA)	\$199.45
		Bright (VIC)	\$199.45
		Broken Hill (NSW)	\$199.45
		Bunbury (WA)	\$199.45
		Castlemaine (VIC)	\$199.45
		Ceduna (SA)	\$199.45

		Dalby (QLD)	\$199.45
		Dubbo (NSW)	\$199.45
		Echuca (VIC)	\$199.45
		Esperance (WA)	\$199.45
		Geelong (VIC)	\$199.45
		Horsham (VIC)	\$199.45
		Innisfail (QLD)	\$199.45
		Orange (NSW)	\$199.45
		Port Augusta (SA)	\$199.45
		Portland (VIC)	\$199.45
		Renmark (SA)	\$199.45
		Roma (QLD)	\$199.45
		Seymour (VIC)	\$199.45
		Swan Hill (VIC)	\$199.45
		Townsville (QLD)	\$199.45
		Wagga Wagga (NSW)	\$199.45
		Whyalla (SA)	\$199.45
		Wollongong (NSW)	\$199.45
	23(h)(2)	Other country centres	Per Day \$182.45
	23(h)(2)	Incidental expenses when claiming actual expenses - all locations	\$15.90
	23(k)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	23(h)(1)	Incidental expenses	\$15.90
4	31(b)	Camping allowance	Per night
		Established camp	\$26.20
		Non established camp	\$34.65
		Additional allowance for staff who camp in excess of 40 nights per year	\$8.25
5		Camping equipment allowance	Per night
	32(b)	Camping equipment allowance	\$25.90
	32(c)	Bedding and sleeping bag	\$4.30
6	33(d)	Use of private motor vehicle	Cents per kilometre
		Official business	
		Engine capacity-	
		2601cc and over	70.0
		1601cc-2600cc	69.0
		1600cc or less	58.0
	33(d)	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	28.0
		1601cc-2600cc	27.6
		1600cc or less	23.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	29.0
	33(f)	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.1
7		Remote areas allowance	Per annum
		With dependants	
	35(b)(1)	- Grade A	\$1659 pa
	35(b)(2)	- Grade B	\$2201 pa
	35(b)(3)	- Grade C	\$2939 pa

	35(b)(1) 35(b)(2) 35(b)(3)	Without dependants - Grade A - Grade B - Grade C	\$1157 pa \$1543 pa \$2059 pa
8	36	Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle Other transport - with dependants Other transport - without dependants Rail travel	Appropriate casual rate up to a maximum of 2850 kms less \$40.90 Actual reasonable expenses in excess of \$40.90 and up to \$274.00 Actual reasonable expenses in excess of \$40.90 and up to \$135.30 Actual rail fare less \$40.90
9	38	Exchanges	Actual cost
10	39(a)	Room at home used as office	\$756 pa
11	41(a),87	On-call allowance (effective ffpp on or after 1 July 2008)	0.76 per hour
12	43(a)	Laundry allowance	\$4.00 per week
13	45(a)	Garage and carport allowance - Garage allowance - Carport allowance	Per annum \$535 pa \$118 pa
14	46	Community language allowance scheme (effective ffpp on or after 1 July 2008) - Base Level Rate - Higher Level Rate	Per annum \$1077 pa \$1618 pa
15	47(a)	First aid allowance (effective ffpp on or after 1 July 2008) - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$693 pa \$1042 pa
16	89(a)	Overtime meal allowances Breakfast Lunch Dinner Supper	Effect. 1 July 2008 \$23.60 \$23.60 \$23.60 \$9.00

SCHEDULE 1

Classifications Of Administrative And Support Staff Covered By The Award

Apprentice Gardener, Greenkeeper, Nursery Person

Artists Model

Assistant Food and Beverage Controller

Assistant Operations Controller
Assistant Operations Manager
Audio Visual Aids Technician
Customer Relations Manager
Catering Supervisor
Catering Services Manager
Chief Security Controller
Class Preparation Assistant
Clerk (Graded)
Clerical Officer Grade 1
Clerical Officer Grade 1/2
Clerical Officers Grade 3/8
Computer Systems Officer (Graded)
Computer Systems Officer (Trainee, Levels 1 & 2)
Officer-in-Charge, Media Centre
Dental Auxiliaries Assistant (Clinical)
Dental Auxiliaries Assistant (Technical)
Designer
Disability Classroom Support (Non-teaching)
Driver/General Assistant
Duty Manager
Assistant - Enrolled Nurses Training Program
Food School Assistant
Fitter Operator
Food and Beverage Controller
Gardening Staff
General Assistant/Caretaker
Guest Services Agent
House Officer
House Supervisor

Kitchen Assistant
Laboratory Attendant
Laboratory Craftsman
Librarian and Archivist
Library Assistant
Library Technician
Operations Controller
Operations Supervisor - Food School
Operations Manager
Operations Manager - Food School
Publicity Officer
Public Relations Officer
Scientific Instrument Maker
Senior Housekeeper
Steel Production Assistant
Steel Production Supervisor
Stores Attendant
Stores Officer
Student Association Officer
Technical Assistant (Various)
Technical Officer (Engineering)
Technical Officer (Scientific)

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

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, Industrial Organisation of Employees.

(No. IRC 2342 of 2008)

Before The Honourable Justice Walton, Vice-President

29 April 2009

AWARD

PART A

Arrangement

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

PART B

MONETARY 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 *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 Flextime 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 8.5 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 "Flextime" 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 Flextime 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 Director of Public Employment.
- 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 "Director of Public Employment" 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.
- 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 27 of the Act.
- 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, Grade 1, Level 1.
- Chief Education Officer, Grade 2, 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.
- 3.7 Chief Education Officers employed by the Office as at the date this Award is made by the Industrial Relations Commission, that is, prior to the creation of the Grade 1 and Grade 2 Chief Education Officer classifications under this Award, will be redesignated at the Chief Education Officer Grade 1 classification and will remain on the previous five level single Chief Education Officer scale unless transferred or appointed to a role at the Chief Education Officer Grade 2 classification by the General Manager. All Chief Education Officers appointed after the date that this Award is made by the Industrial Relations Commission will be employed at either the Chief Education Officer Grade 1 or Grade 2 classification as determined by the General Manager.

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. Salary Sacrifice to Superannuation

- 5.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 3, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;

- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

6. Conditions Fixed By Other Awards

- 6.1 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 2007 published 28 September 2007;

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006;

Public Sector Employment and Management Act 2002

Public Sector Employment and Management (General) Regulation 1996

7. Appointment and Mobility Provisions

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 In addition to the provisions of the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its successor or as amended from time to time 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.

- 7.5 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.
- 7.6 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.
- 7.7 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*.
- 7.8 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 18 th	10 days
January on or after 18 th	5 days
February	5 days
March before 30 th	5 days
March on or after 30 th	10 days
April before vacation	10 days
April on or after 27 th	5 days
May	5 days
June before 15 th	5 days
June on or after 15 th	10 days
July before vacation	10 days
July on or after 20 th	5 days
August	5 days
September before 7 th	5 days
September on or after 7 th	10 days
October	5 days
November before 10 th	5 days
November on or after 10 th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 To avoid excessive accrual of recreation leave, as described in clause 78(b) of the Crown Employees (Conditions of Employment) Reviewed Award 2006 the General Manager may direct an officer to take accrued recreation leave. Such direction will coincide with school vacation periods.
- 7.10 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.
- 7.11 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.

8. Flexible Work Arrangements

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

8.1 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 2.27.

8.2 To avoid excessive accrual of Accrued Work Time (AWT) the General Manager may direct an officer to take accrued hours. Such direction will coincide with school vacation periods. Accrued Work Time is defined in Clause 8.13.

8.3 An officer may only work outside the hours of a standard day (7 hours) but within the bandwidth (7am - 7pm) and accrue hours toward a flexible working hours credit if the work is available to be performed.

8.4 Application

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

8.4.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.4 to 8.13 inclusive and 8.15 to 8.18 inclusive.

8.4.2 Field Officers (BOSLOS) Clauses 8.14 to 8.18 inclusive.

8.4.3 Chief Education Officers (CEO's) Clause 8.19.

8.5 Settlement Period

8.5.1 The settlement period for the purpose of sub-clause 8.4.1 is 12 weeks. The settlement period for the purpose of subclause 8.4.2 is 4 weeks.

8.6 Ordinary Hours of Work and Standard Hours

8.7 Standard Bandwidth

8.7.1 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 subclause 2.2).

8.7.2 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.

8.7.3 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 9 of this award.

8.7.4 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).

8.7.5 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).

8.8 Coretime

8.8.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.10.

8.8.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the General Manager or delegate.

8.8.3 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.

8.9 Hours Worked

8.9.1 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.

8.9.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the General Manager or delegate.

8.9.3 Nothing in this clause shall prevent the Office requiring an officer to revert to working standard hours following reasonable notice.

8.9.4 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.

8.10 Lunch and Meal Breaks

8.10.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.

8.10.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.

8.10.3 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.

8.11 Flexible Working Hours

8.11.1 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.

8.12 Flex Leave and Banked Time Entitlements

8.12.1 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.

8.12.2 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.

- 8.12.3 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.
- 8.12.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officers flextime 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.
- 8.12.5 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.
- 8.13 Accrued Work Time (AWT)
- 8.13.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officers Accrued Work Time (AWT).
- 8.13.2 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.
- 8.13.3 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.
- 8.13.4 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.
- 8.13.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.
- 8.13.6 Total Accrued Work Time (AWT) is not to exceed 462 on a cumulative basis except in exceptional circumstances.
- 8.13.7 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 8.10.2.
- 8.13.8 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.
- 8.13.9 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.
- 8.13.10 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.

- 8.13.11 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.

8.14 Flexible Working Hours for Field Officers (BOSLOS)

- 8.14.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its successor or as amended from time to time 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 8.14.2 to 8.18.

- 8.14.2 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 is 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.

8.15 Separation from the Agency

- 8.15.1 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.
- 8.15.2 The General Manager or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.
- 8.15.3 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.

- 8.15.4 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.

8.16 Part Time Officers

- 8.16.1 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.

8.17 Disruption of Transport

- 8.17.1 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.

8.18 Working at Home

- 8.18.1 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.
- 8.18.2 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.

8.19 Chief Education Officers

- 8.19.1 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
- 8.19.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.4.1, except for any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.19.1, rather than Clause 8.7.3 or 8.7.4, will apply

9. Work Outside Ordinary Working Hours

9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

9.1.1 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.

9.1.2 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

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

9.1.4 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.

9.2 Compensatory Leave

9.2.1 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 9.2.2, 9.2.3 and 9.2.4 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) Reviewed Award 2006; or its successor or as amended from time to time.
- (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.

- 9.2.2 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.
- 9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.
- 9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 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.
- 9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.
- 9.2.6 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.
- 9.3 Calculation of and Payment in Lieu of Compensatory Leave
- 9.3.1 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 9.2.2 of subclause 9.2 of this clause; or
 - (ii) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.
- 9.3.2 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 9.3.3 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 9.3.3 and at the appropriate rate prescribed herein.

9.3.3

- (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) Reviewed Award 2006 or its successor or as amended from time to time.
 - (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 9.3.3(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.

9.3.4 Meal Allowances

9.3.4.1 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) Reviewed Award 2006, or its successor or as amended from time to time 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.
- 9.3.4.2 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.
- 9.3.4.3 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.
- 9.3.4.4 Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm 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.

10. Consultation

- 10.1 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.

11. Training and Development

- 11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 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.

12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
- 12.1.1 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;
 - 12.1.2 provide work reports to Officers;
 - 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
- 12.2.1 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
 - 12.2.2 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.
 - 12.2.3 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.
 - 12.2.4 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.
 - 12.2.5 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.

13. Technology

- 13.1 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:
- 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
 - 13.1.2 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;
 - 13.1.3 New or upgraded technology will comply with the Office's Occupational Health and Safety obligations;
 - 13.1.4 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.

14. Dispute Resolution Procedures for the Parties

- 14.1 Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:
- 14.1.1 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.
- 14.1.2 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.
- 14.1.3 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.
- 14.1.4 Where the procedures in paragraph 14.1.3 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.
- 14.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

15. Duties as Directed

- 15.1 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. Such duties may include transfer to a role different to that for which the officer may have been recruited.
- 15.2 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.
- 15.3 When an officer undertakes duties using online or other electronic means for content management purposes such purposes would comprise for :
- curriculum officers : drafting or amending syllabus and curriculum support documents;
- test development and assessment officers : examination specifications and other assessment resource materials;
- policy and public affairs officers : Board policies, rules and public relations and event material.
- 15.4 Any directions issued by the General Manager shall be consistent with the General Manager's responsibility to provide a safe and healthy working environment and pursuant to the provisions of clause 13 of this award.

16. Personal\Carer's Leave

- 16.1 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.

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

- 16.2.1 The General Manager shall, in the case of emergencies or in unplanned personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.
- 16.2.2 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.
- 16.2.3 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.
- 16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 16.2.5 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.
- 16.2.6 Family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be as follows :
- (i) Two and a half of the Officer's working days in the first year of service. Two and a half days in the officer's second year of service and one day per year thereafter.

- (ii) 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 clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.
 - (iii) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.
- 16.3 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 16.1 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.
 - 16.3.1 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.
 - 16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 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.
 - 16.3.3 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 16.3.2 of this subclause.
 - 16.3.4 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.
 - 16.3.5 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.
 - 16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - 16.3.7 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.
 - 16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.
- 16.4 Compassionate Leave
 - 16.4.1 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.
 - 16.4.2 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.

16.4.3 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 9, Work Outside the Ordinary Hours of Work shall apply.

16.4.4 When applying the provisions of the said clause 9 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 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.

16.5 Use of Make-up Time

16.5.1 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.

16.6 Use of Other Leave Entitlement

16.6.1 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.

17. Occupational Health and Safety

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

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

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 17.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

- 17.5 This clause operates from 1 March 2006.

18. Anti-Discrimination

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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 -

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

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

19. No Further Claims

- 19.1 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 2011 in relation to matters expressly contained in this award.

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 3 November 2006 (361 I.G. 645) and all variations thereof and the reviewed award published 27 March 2009 (367 I.G. 708)
- 20.3 This award shall take effect on and from 1 January 2009 with a nominal term until and including 31 December 2011.

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

Chief Education Officer - Grade 1

Grade 1	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$
Level 1	122,094	126,734	131,550
Level 2	126,056	130,846	135,818
Level 3	130,019	134,960	140,088
Level 4	132,681	137,723	142,956
Level 5	135,636	140,790	146,140

Chief Education Officer -Grade 2

Grade 2	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$
	139,027	144,310	149,794

Principal Education Officer

	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$
Single salary point	119,392	123,929	128,638

Senior Education Officer Grade 1

Grade	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$
Level 1	91,769	95,256	98,876
Level 2	103,237	107,160	111,232

Senior Education Officer Grade 2

	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$
Single Salary point	107,619	111,709	115,954

Education Officer AECG

Level	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$
Level 1			
1st year of Service	66,882	69,424	72,062
Thereafter	68,993	71,615	74,336
Level 2			
1st year of Service	71,698	74,423	77,251
Thereafter	73,800	76,604	79,515
Level 3			
1st year of Service	76,009	78,897	81,895
Thereafter	78,286	81,261	84,349
Level 4			
1st year of Service	81,541	84,640	87,856
Thereafter	84,135	87,332	90,651

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time by the Director of Public Employment pursuant to his or her powers under the *Public Sector Employment and Management Act 2002*.

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

CROWN EMPLOYEES (PARLIAMENT HOUSE CONDITIONS OF EMPLOYMENT) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Legislative Council.

(No. IRC 317 of 2009)

Before Commissioner Cambridge

22 May 2009

VARIATION

1. Insert in numerical order in clause 1. Arrangement of the award published 9 May 2008 (365 I.G. 1337), the following new clause number and subject matter:

54. Casual Employment

2. Insert after clause 53, Secure Employment, the following new clause:

54. Casual Employment

This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

(i) Hours of Work

- (a) A casual employee is engaged and paid on an hourly basis.
- (b) A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- (c) A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under clause 5 of this Award, covering the particular class of work or are required by the usual work pattern of the position.

(ii) Rate of Pay

- (a) Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:
Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
- (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:
15% for work performed on Mondays to Fridays (inclusive)
50% for work performed on Saturdays
75% for work performed on Sundays
150% for work performed on public holidays.
- (c) Casual employees shall also receive a 1/12th loading in lieu of annual leave.

- (d) The loadings specified in paragraph (ii)(b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.
- (iii) Overtime
- (a) Casual employees shall be paid overtime for work performed:
- (1) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 5 of this Award, covering the particular class of work or are required by the usual work pattern of the position; or
 - (2) Outside the bandwidth application to the particular class of work; or
 - (3) In excess of the daily roster pattern applicable for the particular class of work; or
 - (4) In excess of the standard weekly roster of hours for the particular class of work; or
 - (5) In accordance with a local arrangement negotiated under clause 5 of this Award.
- (b) Overtime rates will be paid in accordance with the rates set in clause 48, Overtime of this Award.
- (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph (ii)(b) of this clause.
- (d) The loading in lieu of annual leave as set out in paragraph (ii)(c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (iv) The following clauses of this award do not apply to casual employees:
- | | |
|-------|--|
| 4 | Terms of Employment |
| 8 | Public Holidays |
| 9 | Standard Working Hours |
| 10 | Flexible Working Hours scheme |
| 11 | 38 Hour Week Workers - Rostered Days Off |
| 20 | Semi Official Telephones |
| 28 | Leave - General |
| 30-43 | Relating to the various leave provisions |

3. This variation shall take effect from 11 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees and another.

(Nos. IRC 1523 of 2008, 489 and 590 of 2009)

Before The Honourable Justice Walton, Vice-President

28 May 2009

AWARD

PART A

SECTION 1 - FRAMEWORK

1. Arrangement

Clause No. Subject Matter

PART A

Section 1 - Framework

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56. Conditions Applying to On Loan Arrangements
57. Period of Notice for Trade Union Activities
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2. Title

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

3. Definitions

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

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

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

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

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

4. Parties to the Award

The parties to this award are:

Director of Public Employment, and

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

5. Conditions of Employment

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

6. Coverage

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

7. Statement of Intent

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

8. Work Environment

- 8.1 Occupational Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces in Government organisations covered by this award by:
- 8.1.1 the development of policies and guidelines for the New South Wales Public Service and, as and when appropriate for individual organisations, on Occupational Health, Safety and Rehabilitation;
- 8.1.2 assisting to achieve the objectives of the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001 by establishing agreed Occupational Health and Safety consultative arrangements in Government organisations and or/work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate

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

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 9.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 9.6 The Department Head may refer the matter to the DPE for consideration.
- 9.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 A staff member, at any stage, may request to be represented by the Association.
- 9.9 The staff member or the Association on their behalf or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The staff member, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

SECTION 2 - ATTENDANCE/HOURS OF WORK

10. Local Arrangements

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

11. Working Hours

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

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

12. Casual Employment

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

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

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

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.
 - 12.3.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.
 - 12.3.4 The loadings specified in paragraph 12.3.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

12.4 Overtime

12.4.1 Casual employees shall be paid overtime for work performed:

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

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

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

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

12.5 Leave

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

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

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

12.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

12.6 Personal Carers entitlement for casual employees

12.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 81.4.2 of clause 81, Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

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

12.6.3 A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12.6.4 The casual employee shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

12.6.5 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

12.7 Bereavement entitlements for casual employees

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

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

12.7.3 A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

12.7.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

12.8 Application of other clauses of this Award to casual employees

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

- | | |
|-------|---|
| 11 | Working Hours |
| 16 | Variation of Hours |
| 17 | Natural Emergencies and Major Transport Disruptions |
| 19 | Public Holidays |
| 20 | Standard Working Hours |
| 21-24 | relating to Flexible Working arrangements |
| 27 | Excess Travelling Time |

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

13. Part-Time Employment

13.1 General

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

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

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

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

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

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

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

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

13.2 Additional hours

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

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or

- (b) if working under a Flexible Working Hours scheme under clause 21 of this award, or a Local Agreement made in accordance with clause 10 of this award, have the time worked credited as flex time.

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

14. Morning and Afternoon Breaks

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

15. Meal Breaks

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

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

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

16. Variation of Hours

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

16.1.1 the variation does not adversely affect the operational requirements;

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

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

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

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

16.1.6 ongoing arrangements are documented; and

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

17. Natural Emergencies and Major Transport Disruptions

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

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

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

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

18. Notification of Absence from Duty

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

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

19. Public Holidays

19.1 Unless directed to attend for duty by the Department Head, a staff member is entitled to be absent from duty without loss of pay on any day which is:

19.1.1 a public holiday throughout the State; or

19.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or

19.1.3 a day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.

19.2 A staff member required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.

19.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

20. Standard Working Hours

20.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.

20.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.

20.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause 20.4 of this clause.

20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Department Head.

21. Flexible Working Hours

21.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work

- and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- 21.2 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this award, and consistent with subclause 21.1 of this clause, a flexible working hours scheme in terms of this subclause may operate in a Department or a section of a Department, subject to operational requirements, as determined by the Department Head.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a Department, shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 21.4 Exclusions - Flexible working hours shall not apply to staff members who work:
- 21.4.1 a 38 hour week and are entitled to a rostered day off in a regular cycle; or
- 21.4.2 permanent standard hours; or
- 21.4.3 according to a shift roster.
- 21.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- 21.9 Settlement period - Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the settlement period shall be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, eg prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10, Local Arrangements of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over

from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.

21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award:

21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;

21.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.

21.13.3 Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.

21.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:

21.14.1 Where the staff member's services terminate without a period of notice for reasons other than misconduct; or

21.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or

21.14.3 In such other circumstances as have been negotiated between the Department Head and the Association under a local arrangement in terms of clause 10, Local Arrangements of this award.

21.14.4 Prior to a staff member's last day of service the staff member and supervisor shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.

21.15 Where a staff member ceases duty in the Department in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.

21.16 Flex leave - Subject to operational requirements:

21.16.1 A staff member may take off one full day or two half days in a settlement period of 4 weeks.

21.16.2 Where it appears a staff member may exceed a 10 hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.

21.16.3 Flex leave may be taken on consecutive working days.

21.16.4 Absences on flex leave may be combined with other periods of authorised leave.

21.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this award.

- 21.17 Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 68, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the staff member to work standard hours and not flexible hours:
- 21.18.1 where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the Department or section of the Department, the Association shall be consulted, where appropriate; or
- 21.18.2 as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the Department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Rostered Days Off for 38 Hour Week Workers

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

23. Non-Compliance

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

24. Flexible Work Practices

- 24.1 Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.

- 24.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

25. Existing Hours of Work Determinations

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

SECTION 3 - TRAVEL ARRANGEMENTS

26. Travelling Compensation

- 26.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the Department.
- 26.2 The Department Head shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 26.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 26.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 26.5 The Department will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 26.6 Subject to subclause 26.14 of this clause, a staff member who is required by the Department Head to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 26.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 26.8 For the first 35 days, the payment shall be:
- 26.8.1 where the Department elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates and
 - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 26.8.2 where the Department elects not to pay the accommodation provider the staff member shall elect to receive either:

- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 26.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 26.10 Where a staff member is unable to so satisfy the Department Head, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 26.11 After the first 35 days - If a staff member is required by the Department Head to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 26.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 26.11 of this clause, Departments could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 26.13 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 26.14 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) Public Sector Employment and Management Act 2002.

27. Excess Travelling Time

- 27.1 Excess Travelling Time - A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
- 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
 - 27.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
- 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
 - 27.2.2 On a working day - subject to the provisions of subclause 27.3 of this clause, all time spent travelling on official business outside the usual hours of duty,
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time shall exclude the following:
- 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;

- 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 27.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 27.3.6 Working on board ship where meals and accommodation are provided;
- 27.3.7 Any travel undertaken by a staff member whose salary includes an all incidents of employment component;
- 27.3.8 Time within the flex time bandwidth;
- 27.3.9 Travel overseas.
- 27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- 27.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 27.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 27.7 Time off in lieu or payment for excess travelling time or waiting time will not granted or made for more than eight hours in any period of 24 consecutive hours.

28. Waiting Time

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

29. Meal Expenses on One-Day Journeys

- 29.1 A staff member who is authorised by the Department Head to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates for:-
- 29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 29.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

30. Restrictions on Payment of Travelling Allowances

- 30.1 An allowance under clause 26, Travelling Compensation of this award is not payable in respect of:
- 30.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - 30.1.2 Any period of leave, except with the approval of the Department Head or as otherwise provided by this clause; or
 - 30.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 30.2 A staff member who is in receipt of an allowance under clause 26, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
 - 30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;
- but is not entitled to any other allowance in respect of the same period.

31. Increase or Reduction in Payment of Travelling Allowances

- 31.1 Where the Department Head is satisfied that a travelling allowance is:
- 31.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - 31.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

32. Production of Receipts

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

33. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Department Head having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Department Head.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

34. Camping Allowances

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

- 34.1.1 In receipt of a camping equipment allowance under clause 38, Camping Equipment Allowance of this award; or
- 34.1.2 Provided with camping equipment by the Department; or
- 34.1.3 Reimbursed by the Department for the cost of hiring camping equipment.
- 34.2 When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:
- 34.2.1 The daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and
- 34.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B, Monetary Rates.
- 34.3 Where the Department Head is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance shall be paid a travelling allowance under clause 26, Travelling Compensation of this award, instead of the camping allowance.
- 34.4 A staff member who is paid a remote areas allowance under clause 39, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

35. Composite Allowance

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

- 35.7 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 35.8 A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Department head certifies that it is necessary for the staff member to provide camping equipment at personal expense

36. Allowance Payable for Use of Private Motor Vehicle

- 36.1 The Department Head may authorise a staff member to use a private motor vehicle for work where:
- 36.1.1 Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or
- 36.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 36.2 A staff member who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 36.4 of this clause.
- 36.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 36.3.1 The casual rate is payable if a staff member elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 36.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- 36.4 Deduction from allowance
- 36.4.1 Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 36.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 36.4.3 of this subclause.
- 36.4.3 Designated headquarters
- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

- 36.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
- 36.4.5 Where a headquarters has been designated per paragraph 36.4.3 of this subclause and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.
- 36.4.6 Deductions are not to be applied in respect of days characterised as follows.
- (a) When staying away from home overnight, including the day of return from any itinerary.
 - (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
 - (c) When the employee uses the vehicle for official business after normal working hours.
 - (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
 - (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- 36.5 The staff member must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act, 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department head.
- 36.6 Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- 36.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 - Allowances of Part B Monetary Rates.

37. Damage to Private Motor Vehicle Used for Work

- 37.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Department, provided:
- 37.1.1 The damage is not due to gross negligence by the staff member; and
 - 37.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.

37.2 Provided the damage is not the fault of the staff member, the Department shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:

37.2.1 The damage was sustained on approved work activities; and

37.2.2 The costs cannot be met under the insurance policy due to excess clauses.

38. Camping Equipment Allowance

38.1 In this clause, "camping equipment" includes instrument and travelling equipment.

38.2 A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates for the expense of providing the equipment.

38.3 A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates.

39. Allowance for Living in a Remote Area

39.1 A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

39.1.1 Indefinitely stationed and living in a remote area as defined in subclause 39.2 of this clause; or

39.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 39.2 of this clause.

39.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

39.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 39.2.2 and 39.2.3 of this subclause;

39.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 1 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;

39.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

39.3 The dependant rate for each grade is payable where

39.3.1 the staff member has a dependant as defined; and

39.3.2 the staff member's dependant(s) resides within the area that attracts the remote area allowance; and

- 39.3.3 the staff member's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 39.4 For the purposes of this clause dependant is defined as
- 39.4.1 the spouse of the staff member (including a de facto spouse);
- 39.4.2 each child of the staff member aged eighteen years or under;
- 39.4.3 each son and daughter of the staff member aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 39.4.4 any other person who is part of the staff member's household and who is, in the opinion of the DPE, substantially financially dependent on the staff member.
- 39.5 Departmental temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 39.6 A staff member who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 39.7 A staff member who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 39.7.1 the staff member continues in employment; and
- 39.7.2 the dependants continue to reside in the area specified; and
- 39.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.
- If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

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

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

41. Overseas Travel

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

42. Exchanges

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

43. Room at Home Used as Office

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

44. Semi-Official Telephones

- 44.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the Department, as and when required.
- 44.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 44.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 44.3.1 Give decisions, supply information or provide emergency services; and/or

- 44.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 44.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- 44.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
- 44.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 44.4.3 The full cost of official local, STD and ISD calls.
- 44.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- 44.5.1 Date, time, length of call and estimated cost;
- 44.5.2 Name and phone number of the person to whom call was made; and
- 44.5.3 Reason for the call.

45. Flying Allowance

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

46. Uniforms, Protective Clothing and Laundry Allowance

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

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

- 47.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the Department covering the damage to or loss of the personal property of the staff member.
- 47.2 If a claim under subclause 47.1 of this clause is rejected by the insurer, the Department Head may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 47.2.1 Is due to the negligence of the Department, another staff member, or both, in the performance of their duties; or
- 47.2.2 Is caused by a defect in a staff member's material or equipment; or

- 47.2.3 Results from a staff member's protection of or attempt to protect Departmental property from loss or damage.
- 47.3 Compensation in terms of subclause 47.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 47.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 47.5 Compensation for the damage sustained shall be made by the Department where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

48. Garage and Carport Allowance

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

49. Forage for Horses

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

50. Community Language Allowance Scheme (CLAS)

- 50.1 Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
- 50.1.1 Employed as interpreters and translators; and
- 50.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,
- shall be paid an allowance as specified in Item 17 of Table 1 - Allowances of Part B Monetary Rates, subject to subclauses 50.2 and 50.3 of this clause.
- 50.2 The base level of the CLAS is paid to staff members who:
- 50.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
- 50.2.2 have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 50.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:

50.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Department Head; or

50.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

51. First Aid Allowance

51.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 1 - Allowances of Part B Monetary Rates.

51.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.

51.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:

51.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and

51.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.

51.4 The First Aid Allowance shall not be paid during leave of one week or more.

51.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

51.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

52. Review of Allowances Payable in Terms of This Award

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

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

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

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

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

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

- (a) Clause 34, Camping Allowances;

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

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

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

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

53. Trade Union Activities Regarded as on Duty

53.1 An Association delegate will be released from the performance of normal Departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

53.1.1 Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001.

53.1.2 Attendance at meetings with workplace management or workplace management representatives;

53.1.3 A reasonable period of preparation time, before-

- (a) meetings with management;
- (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
- (c) any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time;

53.1.4 Giving evidence in court on behalf of the employer;

53.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;

53.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

53.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Department; and

53.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise

agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

54. Trade Union Activities Regarded as Special Leave

- 54.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 54.1.1 Annual or biennial conferences of the Association;
 - 54.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
 - 54.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 54.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
 - 54.1.5 Attendance at meetings called by the DPE, as the employer for industrial purposes, as and when required;
 - 54.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
 - 54.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 53, 54 and 55 apply.

55. Trade Union Training Courses

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

56. Conditions Applying to on Loan Arrangements

- 56.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- 56.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-

- (a) As an Executive Member; or
- (b) A member of a Federal Council; or
- (c) Vocational or industry committee.

56.1.2 Briefing counsel on behalf of the Association;

56.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;

56.1.4 Country tours undertaken by a member of the executive or Council of the Association;

56.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.

56.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-

- (a) The Department will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
- (b) The Department will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
- (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the Association.

56.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

56.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

56.1.9 Where the Department Head and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Department Head and the Association.

57. Period of Notice for Trade Union Activities

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

58. Access to Facilities By Trade Union Delegates

58.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

58.1.1 Telephone, facsimile and, where available, E-mail facilities;

58.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

58.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

59. Responsibilities of the Trade Union Delegate

59.1 Responsibilities of the Association delegate are to:

59.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

59.1.2 Participate in the workplace consultative processes, as appropriate;

59.1.3 Follow the dispute settling procedure applicable in the workplace;

59.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;

59.1.5 Account for all time spent on authorised Association business;

59.1.6 When special leave is required, to apply for special leave in advance;

59.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Department Head and the Association; and

59.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

60. Responsibilities of the Trade Union

60.1 Responsibilities of the Association are to:

60.1.1 Provide written advice to the Department Head about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;

60.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award;

60.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;

60.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

60.1.5 Apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement;

60.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and

60.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

61. Responsibilities of Workplace Management

61.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:

- 61.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 61.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- 61.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 61.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 61.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 61.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 61.1.5 of this clause;
- 61.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 61.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 61.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

62. Right of Entry Provisions

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

63. Travelling and Other Costs of Trade Union Delegates

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

64. Industrial Action

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

65. Consultation and Technological Change

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

66. Deduction of Trade Union Membership Fees

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

SECTION 6 - LEAVE

67. Leave - General Provisions

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

68. Absence from Work

- 68.1 A staff member must not be absent from work unless reasonable cause is shown.
- 68.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 68.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Department Head shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 68.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.

- 68.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

69. Applying for Leave

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

70. Extended Leave

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

71. Family and Community Service Leave

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

- 71.5 Family and community service leave shall accrue as follows:
- 71.5.1 two and a half days in the staff member's first year of service;
 - 71.5.2 two and a half days in the staff member's second year of service; and
 - 71.5.3 one day per year thereafter.
- 71.6 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.
- 71.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 71.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 81, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 71.9 A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

72. Leave Without Pay

- 72.1 The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- 72.2 Leave without pay may be granted on a full-time or a part-time basis.
- 72.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- 72.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 72.5 A staff member who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.
- 72.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 72.7 No paid leave shall be granted during a period of leave without pay.
- 72.8 A permanent appointment may be made to the staff member's position if:
- 72.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 72.8.2 the staff member is advised of the Department's proposal to permanently backfill their position; and
 - 72.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and

- 72.8.4 the Department advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 72.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 72.10 The staff member does not cease to be employed by the Department if their position is permanently backfilled.
- 72.11 Subclause 72.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 75.9.1(a) of clause 75, Parental Leave or to military leave.

73. Military Leave

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

74. Observance of Essential Religious Or Cultural Obligations

- 74.1 A staff member of:
- 74.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 74.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 74.2 Provided adequate notice as to the need for leave is given by the staff member to the Department and it is operationally convenient to release the staff member from duty, the Department Head must grant the leave applied for by the staff member in terms of this clause.

- 74.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Department Head, subject to:
- 74.3.1 Adequate notice being given by the staff member;
 - 74.3.2 Prior approval being obtained by the staff member; and
 - 74.3.3 The time off being made up in the manner approved by the Department Head.
- 74.4 Notwithstanding the provisions of subclauses 74.1, 74.2 and 74.3 of this clause, arrangements may be negotiated between the Department and the Association in terms of clause 10, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

75. Parental Leave

- 75.1 Parental leave includes maternity, adoption and "other parent" leave.
- 75.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 75.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 75.2.2 For a further period of up to 12 months after the actual date of birth.
 - 75.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 75.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- 75.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 75.3.2 For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
 - 75.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 75.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 75.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - 75.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 75.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 75.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:

- 75.5.1 applied for parental leave within the time and in the manner determined set out in subclause 75.10 of this clause; and
- 75.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 75.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 75.6 Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 75.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 75.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 75.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 75.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 75.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 75.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- 75.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 75.8 Except as provided in subclauses 75.5, 75.6 and 75.7 of this clause parental leave shall be granted without pay.
- 75.9 Right to request
- 75.9.1 A staff member who has been granted parental leave in accordance with subclause 75.2, 75.3 or 75.4 of this clause may make a request to the Department Head to:
- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the staff member in reconciling work and parental responsibilities.
- 75.9.2 The Department Head shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental

responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Department Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

75.10 Notification Requirements

- 75.10.1 When a Department is made aware that a staff member or their spouse is pregnant or is adopting a child, the Department must inform the staff member of their entitlements and their obligations under the award.
- 75.10.2 A staff member who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 75.9 of this clause.
- 75.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 75.10.4 Staff member's request and the Department Head's decision to be in writing
- The staff member's request under paragraph 75.9.1 and the Department Head's decision made under paragraph 75.9.2 must be recorded in writing.
- 75.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Department Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.
- 75.10.6 A staff member on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
- 75.10.7 A staff member must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 75.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days notice of the change unless the Department head decides otherwise.
- 75.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 75.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 75.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.

- 75.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 75.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the department) must be given.
- 75.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 75.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 75.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 75.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 75.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 75.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 75.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 75.19 If such adjustments cannot reasonably be made, the Department Head must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 75.20 Communication during parental leave
- 75.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - 75.20.2 The staff member shall take reasonable steps to inform the Department Head about any significant matter that will affect the staff member's decision regarding the duration of

parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.

- 75.20.3 The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph 75.20.1 of this subclause.

76. Purchased Leave

- 76.1 A staff member may apply to enter into an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 76.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.
- 76.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 76.1.3 The leave will count as service for all purposes.
- 76.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 76.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 76.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 76.3 Purchased leave is subject to the following provisions:
- 76.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 76.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 76.3.3 Sick leave cannot be taken during a period of purchased leave.
- 76.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 76.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 76.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 76.4 Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. Departments may make adjustments relating to their salary administration arrangements.

77. Recreation Leave

- 77.1 Accrual
- 77.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

- 77.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the Public Sector Employment and Management Act 2002, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
- 77.1.3 Recreation leave accrues from day to day.
- 77.2 Limits on Accumulation and Direction to Take Leave
- 77.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Department Head in special circumstances.
- 77.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
- 77.2.3 The Department Head shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Department.
- 77.2.4 The Department Head shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Department.
- 77.2.5 A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.
- 77.3 Conservation of Leave - If the Department Head is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Department Head shall:-
- 77.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 77.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 77.3.3 A Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 77.4 Miscellaneous
- 77.4.1 Unless a local arrangement has been negotiated between the Department Head and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 77.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 77.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 77.4.4 of this subclause.
- 77.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.

- 77.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 77.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 77.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 77.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 75, Parental Leave of this award.
- 77.4.8 On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 77.4.9 A staff member to whom paragraph 77.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 77.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 77.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 77.6.1 To the widow or widower of the staff member; or
- 77.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 77.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Department Head was, at the time of the staff member's death, a dependent relative of the staff member; or
- 77.6.4 If there is no person entitled under paragraphs 77.6.1, 77.6.2 or 77.6.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 77.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays
Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclauses 87.7 or 87.8 respectively of clause 87, Shift Work of this award.
- 77.8 Recreation leave does not accrue during leave without pay other than
- 77.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 77.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 77.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 77.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 77.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

- 77.9 A staff member entitled to additional recreation leave under paragraph 77.1.2 of this clause, or under paragraphs 87.7.6 or 87.8.5 of clause 87, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

78. Annual Leave Loading

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

78.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

79. Sick Leave

79.1 Illness in this clause and in clauses 80 and 81 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

79.2 Payment for sick leave is subject to the staff member:

79.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and

79.2.2 Providing evidence of illness as soon as practicable if required by clause 80, Sick Leave - Requirements for Evidence of Illness of this award.

79.3 If the Department Head is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Department Head:

79.3.1 Shall grant to the staff member sick leave on full pay; and

79.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.

79.4 The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:

79.4.1 is unable to carry out their duties without distress; or

79.4.2 risks further impairment of their health by reporting for duty; or

79.4.3 is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public.

79.5 The Department Head may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.

79.6 Entitlements. A staff member appointed after 13 November 2008 commenced accruing sick leave in accordance with this clause immediately. Existing staff members at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.

79.6.1 At the commencement of employment with the Public Service, a full-time staff member is granted an accrual of 5 days sick leave.

79.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.

79.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.

79.6.4 All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

79.6.5 Notwithstanding the provisions of paragraph 79.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.

- 79.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 79.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 79.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 79.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Department Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 79.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

80. Sick Leave - Requirements for Evidence of Illness

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

- 80.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 80.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 80.7.3 at the Department Head's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- 80.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 80.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 80.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 80.9 Subclause 80.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

81. Sick Leave to Care for a Family Member

- 81.1 Where family and community service leave provided for in clause 71 of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 81.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 81.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 81.3 If required by the Department Head to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 80.6 of clause 80, Sick Leave - Requirements for Evidence of Illness of this award.
- 81.4 The entitlement to use sick leave in accordance with this clause is subject to:-
- 81.4.1 The staff member being responsible for the care and support of the person concerned; and
- 81.4.2 The person concerned being:-
- (a) a spouse of the staff member; or
 - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

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

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

82. Sick Leave - Workers Compensation

- 82.1 The Department Head shall advise each staff member of the rights under the *Workers Compensation Act* 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 82.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act* 1987 shall be required to lodge a claim for any such compensation.
- 82.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Department Head shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 82.4 The Department Head will ensure that, once received by the Department, a staff member's workers compensation claim is lodged by the Department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act* 1987.
- 82.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 82.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 82.7 A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act* 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- 82.8 If a staff member notifies the appropriate Department Head that he or she does not intend to make a claim for any such compensation, the Department Head shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 82.9 A staff member may be required to submit to a medical examination under the *Workers Compensation Act* 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 82.10 If the Department Head provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act* 1987 and the *Workplace Injury Management and Workers Compensation Act* 1998 and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 82.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act* 1987.

82.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:-

- 82.12.1 The staff member's claim for workers compensation;
- 82.12.2 The conduct of a medical examination by a Government or other Medical Officer;
- 82.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 82.12.4 Action taken by the Department Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

83. Sick Leave - Claims Other Than Workers Compensation

83.1 If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:-

83.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the staff member; and

83.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Department the monetary value of any such period of sick leave.

83.2 Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Department Head is satisfied that the refusal or failure is unavoidable.

83.3 On repayment to the Department of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

84. Special Leave

84.1 Special Leave - Jury Service

84.1.1 A staff member shall, as soon as possible, notify the Department Head of the details of any jury summons served on the staff member.

84.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Department Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.

84.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Department Head shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Department Head shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

84.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at court as a witness in an official capacity shall be paid by the Department.

- 84.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 84.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 84.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 84.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Department for the required period.
- 84.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 84.5 Special Leave - Examinations -
- 84.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Department Head.
- 84.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 84.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 84.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.
- 84.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 84.8 Return Home When Transferred to New Location -- Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 84.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 84.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Department Head for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT**85. Staff Development and Training Activities**

- 85.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 85.1.1 All staff development courses conducted by a NSW Public Sector organisation;
 - 85.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 85.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 85.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:-
- 85.2.1 Activities for which study assistance is appropriate;
 - 85.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - 85.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 85.3 Attendance of a staff member at activities considered by the Department Head to be:
- 85.3.1 Essential for the efficient operation of the Department; or
 - 85.3.2 Developmental and of benefit to the NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 85.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Department:
- 85.4.1 Recognition that the staff members are performing normal duties during the course;
 - 85.4.2 Adjustment for the hours so worked under flexible working hours;
 - 85.4.3 Payment of course fees;
 - 85.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 85.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 88, Overtime - General of this award.
- 85.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Department:
- 85.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - 85.5.2 Payment of course fees;

- 85.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 85.5.4 Such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 85.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Department Head is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 85.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

86. Study Assistance

- 86.1 The Department Head shall have the power to grant or refuse study time.
- 86.2 Where the Department Head approves the grant of study time, the grant shall be subject to:
- 86.2.1 The course being a course relevant to the Department and/or the public service;
- 86.2.2 The time being taken at the convenience of the Department; and
- 86.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 86.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 86.4 Study time may be used for:
- 86.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 86.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 86.4.3 Private study; and/or
- 86.4.4 Accumulation, subject to the conditions specified in subclauses 86.6 to 86.10 of this clause.
- 86.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 86.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 86.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 86.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 86.6 to 86.10 of this clause.

- 86.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- 86.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the Department.
- 86.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 86.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 86.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 86.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 86.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 86.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 86.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 86.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 86.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 86.17 The period granted as examination leave shall include:
- 86.17.1 Time actually involved in the examination;
- 86.17.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 86.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 86.19 Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 86.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 86.21 Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department

Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

- 86.22 Where financial assistance is approved by the Department Head for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- 86.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - SHIFT WORK AND OVERTIME

87. Shift Work

- 87.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

- 87.2 The loadings specified in subclause 87.1 of this clause shall only apply to shifts worked from Monday to Friday.
- 87.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 87.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- 87.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- 87.6 Public Holidays - With the exception of classifications listed in subclauses 87.7 and 87.8 of this clause, the following shall apply:
- 87.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 87.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- 87.7 Shift workers employed in the classifications of:

Regulatory Officers, Plant Diseases Act - Department of Agriculture

Security Officers - Art Gallery of NSW

Attendants - Australian Museum

Clinical Neuro Psychologist - Department of Corrective Services

Clerks, Psychologists, Welfare Officers - Metropolitan Remand and

Reception Centre (IDS) - Department of Corrective Services

Gallery Service Officers - Art Gallery of NSW

Journalist - Department of Premier and Cabinet

Videotape Editor - Department of Premier and Cabinet

Staff Resource Units - Department of Ageing, Disability and Home Care

shall receive the following:

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

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

87.7.3 When rostered off on a public holiday - ordinary salary and an additional day's pay.

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

87.7.5 Annual leave at the rate of four weeks per year, that is 20 working days plus 8 rest days.

87.7.6 Additional leave on the following basis:

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

87.8 Shift workers employed in the classifications of:

Prison Officers - Department of Corrective Services

Transitional Centre Workers - Department of Corrective Services

Rangers - National Parks and Wildlife Service

Field Officer - National Parks and Wildlife Service

Nurses - Department of Community Services

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

shall receive the following:

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

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

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

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

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

87.8.6 Additional payment on the following basis:

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

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

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

87.8.9 Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.

87.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.

87.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

87.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

87.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 89, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

87.13 Time spent off duty may be calculated by determining the amount of time elapsed after:-

87.13.1 The completion of an ordinary rostered shift; or

87.13.2 The completion of authorised overtime; or

87.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

- 87.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

88. Overtime - General

- 88.1 A staff member may be directed by the Department Head to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 88.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 88.1.2 Any risk to staff member health and safety,
 - 88.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 88.1.4 The notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - 88.1.5 Any other relevant matter.
- 88.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 88.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.
- 88.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 88.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - 88.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
 - 88.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

89. Overtime Worked By Shift Workers

- 89.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 89.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - 89.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - 89.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - 89.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.

- 89.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 89.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

90. Overtime Worked By Day Workers

- 90.1 The provisions of this clause shall not apply to:
- 90.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 87, Shift Work and clause 89, Overtime Worked by Shift Workers of this award apply;
 - 90.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Department Head and the Association;
 - 90.1.3 Staff members to whom overtime provisions apply under another industrial instrument;
 - 90.1.4 Staff members whose salary includes compensation for overtime;
 - 90.1.5 Staff members who receive an allowance in lieu of overtime; and
 - 90.1.6 Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in clause 97, Compensation for Additional Hours worked by Duty Officer, State Emergency Services of this award.
- 90.2 Rates - Overtime shall be paid at the following rates:
- 90.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 10, Local Arrangements of this award apply;
 - 90.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
 - 90.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
 - 90.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 90.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- 90.4 A staff member who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 90.5 Rest Periods
- 90.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - 90.5.2 Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to

eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

91. Recall to Duty

- 91.1 A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 91.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 91.3 When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 91.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 91.5 A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 91.6 A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 91.7 This clause shall not apply in cases where it is customary for a staff member to return to the Department's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

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

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

93. Overtime Meal Breaks

- 93.1 Staff members not working flexible hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- 93.2 Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 93.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

94. Overtime Meal Allowances

- 94.1 If an adequate meal is not provided by the Department, a meal allowance shall be paid by the Department at the appropriate rate specified in Item 19 of Table 1 - Allowances of Part B, Monetary Rates, provided the Department Head is satisfied that:
- 94.1.1 the time worked is directed overtime;
- 94.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 94.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
- 94.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 94.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.
- 94.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 94.4 Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 94.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the Association from negotiating different meal provisions under a local arrangement.

95. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Department Head approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

96. Payment for Overtime Or Leave in Lieu

- 96.1 The Department Head shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 96.2 of this clause.
- 96.2 The following provisions shall apply to the leave in lieu:-
- 96.2.1 The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment.
- 96.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

96.2.3 The leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member of this award apply.

96.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member’s Department or section;

96.2.5 Leave in lieu accrued in respect of overtime shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.

96.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

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

97.1 The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, shall be compensated by:-

97.1.1 Payment at the rate of one third of one day’s pay for each tour of duty; or

97.1.2 If so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with clause 96, Payment for Overtime or Leave in Lieu of this award.

98. Calculation of Overtime

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

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

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

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

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

98.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

98.5 Overtime is not payable for time spent travelling.

99. Provision of Transport in Conjunction With Working of Overtime

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

Departure or arrival after 8.00 p.m. of a staff member on overtime or a regular or rotating shift roster does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with administrative units of Departments where knowledge of each particular situation will enable appropriate judgements to be made.

99.2 Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

99.3 Provision of Taxis

Where a staff member:

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

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

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

SECTION 9 - MISCELLANEOUS

100. Anti-Discrimination

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

100.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

100.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

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

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

100.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

100.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

100.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

101. Secure Employment

101.1 Occupational Health and Safety

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

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

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

101.1.3 Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

101.2 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

102. Existing Entitlements

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

103. Area, Incidence and Duration

103.1 This award shall apply to Officers, Departmental temporary employees and Casual employees as defined in the *Public Sector Employment and Management Act 2002* employed in Departments listed in Schedule 1, Part 1, to the *Public Sector Employment and Management Act 2002*.

103.2 This award rescinds and replaces the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 (357 I.G. 1108) and all variations thereof.

103.3 This award will be operative from 28 May 2009 and will remain in force until 30 June 2011.

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

Effective 1 July 2008

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
		29.1.1 Breakfast	\$21.10
		29.1.2 Dinner	\$40.65
	29.1.3	Lunch	\$23.65
		Tier 2 and other country centres (see list in item 2)	
		29.1.1 Breakfast	\$18.85
		29.1.2 Dinner	\$37.15
		29.1.3 Lunch	\$21.55
		2	26.8.2
Capital cities	Per day		
Adelaide	\$246.30		
Brisbane	\$299.30		
Canberra	\$234.30		
Darwin	\$260.30		
Hobart	\$218.30		
Melbourne	\$263.30		
Perth	\$249.30		
Sydney	\$284.30		
26.8.2	High cost country centres		Per day
	Ballarat (VIC)		\$217.30
	Bendigo (VIC)		\$223.30
	Broome (WA)		\$274.30
	Burnie (TAS)		\$224.30
	Cairns (QLD)		\$221.80
	Carnarvon (WA)		\$234.30
	Christmas Island (WA)		\$223.80
	Cocos (Keeling) Island		\$211.30
	Dampier (WA)		\$259.80
Derby (WA)	\$266.30		

		Devonport (TAS)	\$216.80
		Emerald (QLD)	\$207.30
		Exmouth (WA)	\$274.80
		Geraldton (WA)	\$217.30
		Gladstone (QLD)	\$212.30
		Gold Coast (QLD)	\$236.30
		Halls Creek (WA)	\$233.30
		Hervey Bay (QLD)	\$210.80
		Horn Island (QLD)	\$240.30
		Jabiru (NT)	\$291.30
		Kadina (SA)	\$208.30
		Kalgoorlie (WA)	\$217.80
		Karratha (WA)	\$344.80
		Kununurra (WA)	\$248.30
		Launceston (TAS)	\$216.80
		Mackay (QLD)	\$213.30
		Maitland (NSW)	\$209.30
		Mount Gambier (SA)	\$208.30
		Mount Isa (QLD)	\$216.30
		Naracoorte (SA)	\$207.30
		Newcastle (NSW)	\$217.80
		Newman (WA)	\$251.30
		Norfolk Island	\$209.30
		Port Hedland (WA)	\$348.30
		Port Lincoln (SA)	\$207.30
		Port Macquarie (NSW)	\$216.30
		Thursday Island (QLD)	\$281.30
		Warrnambool (VIC)	\$214.30
		Weipa (QLD)	\$239.30
		Wilpena-Pound (SA)	\$236.30
		Wonthaggi (VIC)	\$223.30
		Yulara (NT)	\$414.30
	26.8.2	Tier 2 country centres	Per day
		Albany (WA)	\$199.45
		Alice Springs (NT)	\$199.45
		Bairnsdale (VIC)	\$199.45
		Bathurst (NSW)	\$199.45
		Bordertown (SA)	\$199.45
		Bright (VIC)	\$199.45
		Broken Hill (NSW)	\$199.45
		Bunbury (WA)	\$199.45
		Castlemaine (VIC)	\$199.45
		Ceduna (SA)	\$199.45
		Dalby (QLD)	\$199.45
		Dubbo (NSW)	\$199.45
		Echuca (VIC)	\$199.45
		Esperance (WA)	\$199.45
		Geelong (VIC)	\$199.45
		Horsham (VIC)	\$199.45
		Innisfail (QLD)	\$199.45
		Orange (NSW)	\$199.45
		Port Augusta (SA)	\$199.45
		Portland (VIC)	\$199.45
		Renmark (SA)	\$199.45
		Roma (QLD)	\$199.45
		Seymour (VIC)	\$199.45
		Swan Hill (VIC)	\$199.45

		Townsville (QLD)	\$199.45
		Wagga Wagga (NSW)	\$199.45
		Whyalla (SA)	\$199.45
		Wollongong (NSW)	\$199.45
	26.8.2	Other country centres	Per Day
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$182.45
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	\$15.90
3	26.8.1	Incidental expenses	50% of the appropriate location rate
4		Camping allowance	\$15.90
	34.2.1	Established camp	Per night
	34.2.1	Non established camp	\$26.20
	34.2.2	Additional allowance for staff who camp in excess of 40 nights per year	\$34.65
			\$8.25
5	35.2	Composite allowance (per day)	\$125.00
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	
		Engine capacity-	
		2601cc and over	70.0
		1601cc-2600cc	69.0
		1600cc or less	58.0
	36.3	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	28.0
		1601cc-2600cc	27.6
		1600cc or less	23.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	29.0
	36.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.1
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$25.90
	38.3	Bedding and sleeping bag	\$4.30
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1659 pa
	39.2.2	- Grade B	\$2201 pa
	39.2.3	- Grade C	\$2939 pa
		Without dependants	
	39.2.1	- Grade A	\$1157 pa
	39.2.2	- Grade B	\$1543 pa
	39.2.3	- Grade C	\$2059 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$40.90
		Other transport - with dependants	Actual reasonable expenses in excess of \$40.90 and up to \$274.00

		Other transport - without dependants	Actual reasonable expenses in excess of \$40.90 and up to \$135.30
		Rail travel	Actual rail fare less \$40.90
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$756 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2008)	0.76 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2008)	\$16.20 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.00 per week
16	48.1	Garage and carport allowance - Garage allowance - Carport allowance	Per annum \$535 pa \$118 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2008) - Base Level Rate - Higher Level Rate	Per annum \$1077 pa \$1618 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2008) - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$693 pa \$1042 pa
19	94.1	Overtime meal allowances Breakfast Lunch Dinner Supper	Effective 1 July 2008 \$23.60 \$23.60 \$23.60 \$9.00

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

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

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DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Item 7 from Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 29 August 2008 (366 I.G. 574), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
7	17	Meal Allowance - required to work overtime in excess of 1 ½ hours after finishing time.	12.30

2. Delete the amount "\$66.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 5, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the following:
"\$69.00"
3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

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EXHIBITION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 605 of 2009)

Before Commissioner Macdonald

25 May 2009

VARIATION

1. Delete clause 28, State Wage Case Adjustments, of the award published 6 October 2000 (319 I.G. 1), and insert in lieu thereof the following:

28. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

The minimum rate of pay for any weekly employee under this award shall be prescribed hereunder for the relevant classification:

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Assistant Technician	588.50	23.50	612.00
Assistant Technician- Experienced	673.00	26.90	699.90
Technician	713.20	28.50	741.70
Guest Host/Customer Liaison Person	677.50	27.10	704.60
Designer/Planner	891.20	35.60	926.80

Table 2 - Casual Rates

The minimum hourly rate of pay for a casual employee under this award shall be as prescribed hereunder for the relevant classification.

Casual employees shall be paid for a minimum of four hours worked on any call, to be worked continuously except for meal breaks.

The hourly rates contained herein have been loaded by twenty per cent to compensate casual employees for all incidents of paid leave arising from this award as well as annual leave.

Note - The amount of the adjustment to hourly rates for casuals shall be determined in the following manner. The State Wage Case adjustment amount (if any) shall be divided by 38 and the resulting amount loaded by 20%.

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Assistant Technician	17.50	0.70	18.20
Assistant Technician - Experienced	18.40	0.75	19.15
Technician	20.05	0.80	20.85
Casual Loader			
8.00 am to 6.00pm	17.00	0.65	17.65
6.00 pm to Midnight	19.50	0.80	20.30
Midnight to 8.00am	23.95	1.00	24.90
Casual Stage Hands			
8.00 am to 6.00pm	19.45	0.80	20.25
6.00 pm to Midnight	22.70	0.90	23.60
Midnight to 8.00am	28.15	1.15	29.30

Saving Provision - The rates of pay outlined in Table 1 - Rates of Pay and Table 2 Casual Rates shall be applied so as to ensure that:

- (a) No employee shall suffer any loss of weekly or ordinary time rates or reduction in conditions of employment as a result of the making of this award. For the purpose of this subclause any employee terminated and then re-employed by the same employer for the purpose of circumventing this provision shall be re-employed on the same classification.
- (b) The provision of this clause in so far as it applies to rates of pay shall apply only to the employee's rate of pay for his or her ordinary hours of work, however, the union shall have the right to refer any individual case in which the provisions of the subclause may operate unfairly to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration.

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	27(c)	Meals and incidental expenses allowance	44.55 day
2	27(c)	Reduced meals and incidental expenses allowance	13.05 per day

3. This variation shall take effect from the first full pay period to commence on or after the 28th May 2009.

A. MACDONALD, Commissioner

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(1503)

SERIAL C6990**HEALTH INDUSTRY STATUS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2095 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Principles
3.	Loadings
4.	Arrangements for Existing Part-time Workers
5.	Process for Resolving Inconsistencies
6.	Dispute Resolution
7.	Anti-Discrimination
8.	Area, Incidence and Duration

1. Definitions

- 1.1 Employer means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).
- 1.2 Employee means a person who is engaged on either a full time, part time, temporary, exempt or casual basis under a contract of employment in the NSW Health Service under s115(1) of the *Health Services Act 1997*.
- 1.3 Casual employee means a person who may be engaged on an hourly basis, for a period which does not extend beyond one week, to provide services related to the unexpected absence of temporary, permanent or exempt employees. This provision may also encompass short-term employment associated with unanticipated peak demands.
- 1.4 Temporary employee means a person who is engaged as an employee for a period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts.
- 1.5 Permanent employee means a person appointed as such or a person who has worked in the same position, including a permanent relief position, for a continuous period of 13 weeks other than as an exempt employee. Permanency is subject to the outcome of any appeal process.
- 1.6 Exempt employee means a person who is engaged for a continuous period and whose employment involves:
- relief for periods in excess of 13 weeks during the absence of existing employees or;
- specific projects which are time limited or;
- functions which involve funding for a specific period and which is not of a recurrent nature or;
- forthcoming service reductions which have a predetermined date.

Exempt employees as defined do not attract casual or temporary loadings.

- 1.7 Continuous period of employment means an uninterrupted period of 13 weeks employment involving at least one shift per week in that period, but does not refer to exempt employees as defined.
- 1.8 Health Service means an Area Health Service constituted under section 8 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.
- 1.9 Director-General means the Director-General of the NSW Department of Health.

2. Principles

- 2.1 Employees who are engaged in meaningful work on a continuing basis are entitled to an expectation of permanency of employment subject to the provisions of this award.
- 2.2 It is the responsibility of the employer to ensure that all employees, upon engagement and at all appropriate times, are correctly classified as exempt, casual, temporary, or permanent according to the above definitions.
- 2.3 Where a person changes from casual to either temporary or permanent, the employment status of the person is deemed to have changed automatically.
- 2.4 During the period of continuing employment the status of an employee cannot be changed from permanent to temporary or casual or from temporary to casual, without the prior written consent of the employee.
- 2.5 All permanent employees are required as part of their contract of employment, to use their best endeavours to provide four weeks notice of their intention to terminate their employment contract.
- 2.6 Any position which would involve the employment of an exempt, temporary or permanent employee, upon falling vacant, will, where such a position continues to be required in its current form by the Health Service, be advertised within the Health Service and/or external to the Health Service. Positions should be filled under the merit principle of selection.
- 2.7 A person who, by definition, is a temporary employee for a period of less than 13 weeks may be re-engaged by the same Health Service under more than one employment contract provided the aggregate period of the contracts, where consecutive, does not exceed 13 weeks.
- 2.8 Where the employee is retained beyond a continuous period of 13 weeks in the same position the employee is deemed to be permanent, subject to the outcome of any appeal. The application of this sub clause shall not be applied in a manner which is inconsistent with legislation or Government recruitment and employment policy, as varied from time to time. This subclause does not apply to an exempt employee as defined.

3. Loadings

- 3.1 Casual Employees - A casual employee will be paid for the number of hours worked each week at an hourly rate, calculated at the same hourly rate as prescribed for a full time employee in the same classification and grade plus 10 per cent loading. A minimum payment of 2 hours at ordinary pay on each occasion the employee commences a shift will apply.
- 3.2 Temporary Employees - A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full time employee in the same classification plus 10 per cent loading. The loading shall cease to apply if:
 - (a) the period of employment extends beyond 13 weeks

- (b) the employer and the employee agree, during the period of 13 weeks, that the employee will be employed on a permanent basis.

4. Arrangements for Existing Part-Time Workers

- 4.1 Payment of 15% Allowance - Persons engaged as at 1 January 2000 and who were paid the 15% loading at that date will continue to receive that loading but only for the remainder of the existing part time employment contract. Receipt of the allowance will cease if the contract is completed or where an employee requests a transfer or is promoted to another position.
- 4.2 Conditions - Persons covered by clause 5.1 of this clause will, for the duration of any existing part-time employment contract and while remaining in their current position, retain existing part-time provisions. They will not be entitled to pro rata entitlements as outlined elsewhere within applicable awards.

5. Process for Resolving Inconsistencies

- 5.1 The Awards contained in the attached schedule "A" as varied from time to time, shall also apply, where appropriate, to persons covered by this award.
- 5.2 To the extent that any inconsistency exists between the conditions provided by this award and that provided by an award contained in the attached schedule "A" this award will prevail.

6. Dispute Resolution

- 6.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Designated Manager of the hospital or service unit or his/her nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the Union.
- 6.2 If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer of the Health Service (or his or her nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with subclause 6.3 of this clause.
- 6.3 With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Director-General and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Health Service and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act* 1996 by one of the disputing parties.
- 6.4 Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- 6.5 Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) immediately before the issue arose: or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made
- 6.6 The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

7. Anti-Discrimination

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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 -

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

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

8. Area, Incidence and Duration

- 8.1 This Award rescinds and replaces the Health Industry Status of Employment (State) Award published 24 February 2006 (357 I.G. 340) and all variations thereof.
- 8.2 This Award shall apply to persons employed in classifications as contained in the awards identified in Schedule "A", employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- 8.3 This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

SCHEDULE "A"

- 1. Public Hospital Professional Engineers' (Biomedical Engineers) (State) Award
- 2. Public Hospital (Career Medical Officers) (State) Award
- 3. Health Employees Oral Health Therapists (State) Award
- 4. Public Hospital Dental Assistants (State) Award
- 5. Health Employees Dental Officers (State) Award

6. Public Hospitals Library Staff (State) Award
7. Public Hospitals (Medical Superintendents) Award
8. Public Hospital (Medical Officers) Award
9. Public Hospital Medical Record Librarians Award
10. Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award
11. Hospital Scientists (State) Award
12. Health Employees Conditions of Employment (State) Award
13. Royal Rehabilitation Service - Weemala Unit Residential Care Staff (State) Award
14. Public Hospital Residential Services Assistant (State) Award
15. Health Employees Administrative Staff (State) Award
16. Health Managers (State) Award
17. Health Employees Pharmacists (State) Award
18. Health Employees (State) Award
19. Health Employees General Administrative Staff (State) Award
20. Health Employees (Engineers) (State) Award
21. Health Employees Computer Staff (State) Award
22. Health Employees Technical (State) Award
23. Health Employees Medical Radiation Scientists (State) Award
24. Health Employees Interpreters (State) Award
25. NSW Health Service Health Professionals (State) Award
26. Health Employees Dental Prosthetists and Dental Technicians (State) Award

J. McLEAY, Commissioner

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LIVESTOCK HEALTH AND PEST AUTHORITIES SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Livestock Health and Pest Authorities State Management Council.

(No. IRC 338 of 2009)

Before Commissioner Cambridge

22 May 2009

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
1A	Parties
1B	Demarcation
2.	Definitions
3.	Industry and Scope of Award
4.	Contract of Employment
5.	Classifications and Salary Structures
6.	Competency and Training
7.	Hours of Work
8.	Overtime
9.	Recreation Leave
10.	Recreation Leave Loading
11.	Long Service Leave
12.	Public Holidays
13.	Special Leave
14.	Short Leave
15.	Sick Leave
15A.	State Personal and Carer's Leave Case
16.	Parental Leave
17.	Dissolution of a Board
18.	Change, Redundancy and Termination
19.	Removal Expenses
20.	Conference Attendance and Industrial Leave
21.	Living Allowance
22.	Travelling Allowance
23.	Accommodation Allowance
24.	Camping Allowance
25.	Protective Clothing and Equipment
26.	Horse Allowance
27.	Dog Allowance
28.	Flying Allowance
29.	Motor Vehicle Usage and Allowance
30.	Telephone Expenses
31.	Home Office Allowance
32.	Deduction of Association & Union membership fees
33.	Indexation of Allowances
34.	Dispute Settling Procedures

- 35. No Extra Claims
- 36. Anti-Discrimination
- 36A. Secure Employment
- 37. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

Table 3 - Long Service Leave Accrual

PART A

1A. Parties

The parties to this award are:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) The State Council of Rural Lands Protection Boards
- (iii) Livestock Health and Pest Authorities State Management Council, and
- (iv) The Australian Workers' Union, New South Wales.

1B. Demarcation

It is recognised by the parties to this award that the Union shall have coverage of the Level 1, Level 2, and Senior Field Assistant classifications and that the Association shall have coverage of all other classifications under the award being Customer Service Officers, District Veterinarians, Senior District Veterinarians, Executive Officers, Managers, General Managers, Office Coordinators, Rangers and Senior Rangers.

2. Definitions

- 2.1 "The Board" shall mean those Rural Lands Protection Board(s) and from 1 January 2009 shall also mean those Livestock and Health Authorities in which the employee serves.
- 2.2 "Headquarters Board" shall mean the Board in whose district the headquarters of an employee is situated.
- 2.3 "Chairperson" shall mean the Chairperson of the Rural Lands Protection Board.
- 2.4 "Director" shall mean those persons duly elected or appointed as Directors under the *Rural Lands Protection Act*.
- 2.5 "Department" shall mean the NSW Department of Primary Industries.
- 2.6 "Council" shall mean the State Council of Rural Lands Protection Boards and from 1 January 2009 shall also mean the Livestock Health and Pest Authorities State Management Council.
- 2.7 "Industrial Committee" shall mean the Rural Lands Protection Boards (State) Industrial Committee
- 2.8 "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union.
- 2.9 "Union" shall mean The Australian Workers' Union, New South Wales

- 2.10 "Joint Consultative Committee" shall be a committee comprising one member of each vocational group and a nominee of the Association and the Union and not more than an equal number of members of the State Council Industrial Committee.
- 2.11 "Legal Training Courses" shall mean those Legal Training Courses conducted by the Department or State Council.
- 2.12 "Administrative Officer" shall mean that category of employee qualified and appointed to serve the administrative requirements and duties of a Rural Lands Protection Board.
- 2.13 "Customer Service Officer" shall mean that category of employee qualified and appointed to assist in the administrative requirements and duties of the Rural Lands Protection Board.
- 2.14 "District Veterinarian" shall mean that category of employee employed to carry out duties under section 43 of the Rural Lands Protection Act 1998, qualified and appointed to a district.
- (A) "Senior District Veterinarian" shall mean that category of employee qualified and appointed under clause 5.1(A).
- 2.15 "Executive Officer" shall mean that category of employee qualified and appointed under clause 5.2 of this Award.
- 2.16 "Field Assistant" shall mean that category of employee qualified and appointed to assist in the field operations of the Rural Lands Protection Board.
- 2.17 "Manager" shall mean that category of employee qualified and appointed under clause 5.2 of this Award.
- (A) "General Manager" shall mean that category of employee qualified and appointed under clause 5.2(A).
- 2.18 "Office Coordinator" shall mean that category of employee qualified and appointed under clause 5.4.4 of this Award.
- (A) "Office Coordinator" shall also mean that category of employee and appointed in relation to the creation of Livestock Health and Pest Authorities on 1 January 2009 pursuant to clause under clause 5.2(A).
- 2.19 "Ranger" shall mean that category of employee qualified and appointed to perform duties as Ranger in a Board's district.
- (A) "Senior Ranger" shall mean that category of employee qualified and appointed under clause 5.5(A).
- 2.20 "Temporary Employee" is one who is employed for a fixed term.
- 2.21 "Casual Employee" is one who is employed from time to time to do work as and when required with employment being a series of hourly or daily hirings. The employment ends at the completion of each engagement.
- 2.22 "Month" shall mean calendar month.

3. Industry and Scope of Award

This award shall apply to the employment relationship between Rural Lands Protection Boards and the employees of Boards for whom terms and conditions of employment are included in this award, in the performance of work within each Board's district in or in connection with or incidental to the *Rural Lands Protection Act*, the Stock Diseases Act, and any other relevant legislation, including the following:

- (a) the levying and collection of general and animal health rates in respect of rateable land;
- (b) the provision of animal health services;
- (c) the care, control and management of travelling stock reserves and camping reserves;
- (d) the care, control and management of stock watering places;
- (e) the suppression and destruction of pest animals and pest insects;
- (f) registering stock brand designs, earmark designs, ear tattoo designs, tail tags and other means prescribed by the relevant regulations for identifying stock on holdings; and
- (g) any other duties as required by a Board that are relevant to such legislation.

4. Contract of Employment

4.1 Wherever possible, full-time employment should be implemented.

4.2 Part-time Employees -

- (a) Boards may employ persons on a part-time basis in any area of operation of the Board. A part-time employee is, for all purposes of the award, entitled to the same terms and conditions as a full-time employee, provided that in all cases entitlement is determined on a pro rata basis.
- (b) The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the Board and such agreement shall be set out in writing, provided that, in the absence of an agreement, the minimum number of hours worked shall be seven hours 36 minutes (i.e. one day).
- (c) Once the hours to be worked are agreed upon, any time worked at the direction of the Board by part-time employees in excess of 38 hours per week shall be deemed to be overtime and the overtime provisions of this award shall apply.
- (d) A part-time employee may work less than five days per week.
- (e) Part-time employment shall not act to the detriment of full-time employees and no full-time employee shall be required to work part-time.
- (f)
 - (i) A person who is initially employed to work part-time may elect to work full-time at any time, subject to the Board's convenience and the availability of work for the classification and grade of the position.
 - (ii) A full-time staff member who, with the approval of the Board, elects to work part-time for a set period will be guaranteed the right of return to full-time work at the end of the period, provided that this is specified, negotiated, and agreed in writing by the Board at the outset.
 - (iii) Full-time staff members who elect to work part-time and who have not specified that they wish to return to full-time work may elect to return to full-time work at any time, subject to the Board's convenience and the availability of work for the classification and grade of the position.
- (g) Job sharing - The policy of job sharing is agreed. Procedures will be as agreed between the parties to this award.

- (h) If any dispute arises in relation to the application or operation of this clause, the dispute settling procedures contained elsewhere in this award shall be used.

4.3 Temporary Employees -

- (a) Boards may employ persons on a temporary basis.
- (b) The period of employment shall be notified in writing to the employee at the commencement of the employment and any extensions thereof.
- (c) Such persons shall be entitled to the appropriate award salary rate and conditions during the term of the employment.

4.4 Casual Employees - Boards may employ persons on a casual basis.

Such persons shall be paid the appropriate salary rate on a pro rata basis, plus 15 per cent, together with 1/12 of 115 per cent pro rata salary in accordance with the *Annual Holidays Act 1944*.

5. Classifications and Salary Structures

The award is a paid rates award and the salaries set out in Part B - Monetary Rates, are the maximum salaries payable to the classifications unless the Council, pursuant to Section 24 (2) (g) of the *Rural Lands Protection Act* otherwise determines. Individual staff of a Board are entitled to salary sacrifice that part of their salary as agreed between the staff member and the Board. A Board shall, on the request in writing of a member of the Association or Union, deduct fortnightly membership fees from the salary of that employee, in accordance with State Council policy.

The parties objectives in this Award are to give employees access to fair pay increases; and improve the cost effectiveness of Boards in New South Wales.

5.1 District Veterinarians

(A) Senior District Veterinarian

The salaries of Senior District Veterinarians shall be as set out in (1A) of Table 1-Salaries, of PART B, Monetary Rates

1. First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Board in accordance with Guidelines issued by State Council.

In this clause any reference to the position of manager or executive officer is taken to include the position of General Manager.

The salaries of District Veterinarians shall be as set out in (1) of Table 1 - Salaries, of Part B, Monetary Rates.

- 5.1.1 An additional per annum allowance of the amount set out in 1.1 of the said Table 1 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts. No further increases to apply to the allowance set out in this subclause.
- 5.1.2 First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager, in consultation with the Chairman of the Board in accordance with Guidelines issued by State Council.
- 5.1.3 New appointments to be at the level and grade appropriate for the experience and skill of the appointee.

- 5.1.4 Progression between years in Grades 1, 2 and 3 is subject to 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by State Council as provided by policies and guidelines issued from time to time by State Council. It is also subject to:
- (i) Demonstrating to the Manager, in consultation with the Chairman of the Board the achievement of the animal health plan goals, with due consideration of any changed circumstances.
 - (ii) Demonstrating to the Manager, in consultation with the Chairman of the Board flexibility in meeting the Board and Ratepayer requirements in the previous year.
 - (iii) Demonstrating to the Manager, in consultation with the Chairman of the Board working as part of a team with other staff of the Board.
 - (iv) The Manager is to coordinate items (i) (ii) and (iii) above.
- 5.1.5 Progression from Grade 1 to Grade 2 shall be by application by the District Veterinarian to the Board and assessment (which shall be organised by the Manager), by the Board and the Senior Field Veterinary Officer for the district, or in their absence, another district, that the following criteria have been satisfied:
- (i) Satisfactory completion of 12 months service at maximum level of Grade 1.
 - (ii) Authority as Inspector under the Stock Diseases Act.
 - (iii) Completion of the following training courses:
 - (a) Stages 1,2 and 3 Legal Training courses.
 - (b) Communications Skills Training course.
 - (c) Training in Supervision of 1080.
 - (d) Infringement Notice Training.
 - (iv) Familiarity with and ability to interpret NSW Agriculture Animal Health Policy.
 - (v) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate requirements for movement of livestock.
 - (d) Natural disaster relief policies.
 - (e) *Stock (Chemical Residues) Act 1975.*
 - (f) *Veterinary Surgeons Act 1986.*
 - (g) *Prevention of Cruelty to Animals Act 1979.*
 - (h) *Exotic Diseases of Animals Act 1991.*

- (vi) Demonstrated the following:
- a. An animal health plan (AH plan) has been submitted each year which meets core requirements of State and National programs
 - b. Core State and National program goals as outlined in the AH plan are satisfactorily addressed.
 - c. Core reporting requirements in the AH plan are met in a timely manner
 - d. Supervisor of Rangers in Animal Health regulatory duties
 - e. Executive Officer to the AH Committee of the Board
 - f. Ability to locate and interpret relevant AH policy documents
 - g. Ability to locate and interpret interstate movement requirements
 - h. Competency in basic computer skills to meet requirements of the AH system
 - i. Attended Emergency Management one day course or equivalent
 - j. Meeting standards for recording AH events within the district for certification and surveillance
 - k. Undertaking Continuing Professional Education to meet guidelines of the Veterinary Surgeons Board
 - l. Regular attendance at Regional AH meetings
 - m. Obtain accreditation under EADP training program to Field Surveillance Veterinarian standard.

5.1.6 Progression from Grade 2 to Grade 3 shall be by application by the District Veterinarian with supporting documentation to the Board. The Board shall comment on the application and the Manager shall organise an assessment by a panel comprising a nominee of the Board, a Senior Field Veterinary Officer from another district, and a nominee of the Association of District Veterinarians of at least Grade 3, that the following criteria are satisfied:

- (i) Satisfactory completion of 12 months at maximum level of Grade 2.
- (ii) Demonstrated the following:
 - a. The AH plan is integrated into a budgeted and resourced format
 - b. All major goals for local, state, and national programs as outlined in the AH plan have been satisfactorily addressed.
 - c. As Executive Officer, provide formalised documentation of regular AH committee meetings.
 - d. Coordination of training and development of staff for AH duties.
 - e. Attended training at Veterinarians course at the Australian Animal Health Laboratory.
 - f. Regular contribution to Regional Animal Health meetings.
 - g. Involvement in discussions of policy changes at Regional Health meetings.

- h. Contribution to the Animal Health system as a whole.
- (iii) Competence in the following fields:
- a. Epidemiology - having attended a workshop or obtained skills equivalent to those offered by Epidemiology for Field Veterinarians.
 - b. Diagnosis of diseases of important livestock species.
 - c. Gross pathology of livestock species.
 - d. Knowledge of the economic impact of diseases of important livestock species.
 - e. Advising on diseases important to livestock systems within the district.
 - f. Livestock management systems of significance within the district.

5.1.7 Accelerated Progression

- (i) The Industrial Committee of State Council may grant accelerated progression in Grades 2 and 3 from one year to any other year in the same Grade, on written application from the District Veterinarian to the Board, who shall forward it, together with their comments, to the Animal Health Manager of State Council.

Such application is to demonstrate that:

- (a) General duties within the Board are being performed by the District Veterinarian at a superior level (to be assessed by the Manager of the Board, after consultation with the Chairman of the Board and the Senior Field Veterinary Officer),
 - (b) A major or significant contribution to a Board, Regional, or State-wide issue affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Animal Health Committee of State Council).
- (ii) The progression shall take effect from one (1) month after the date of lodgement of a successful application to the Board.
- (iii) In all cases where an application is refused, the District Veterinarian must receive a written explanation from the Industrial Committee.

5.1.8 Progression from Grade 3 to Grade 4 shall be by application (in triplicate) by the District Veterinarian with supporting documentation to the Board. The Board will comment on the application and the Manager shall forward the application to the CEO of State Council. The CEO will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, a nominee of the State Council and a nominee of the Association of District Veterinarians at Grade 4 level. At least one panel member should have sat on a previous panel. A Board Director may sit as an observer.

- (i) The following criteria must be satisfied:
- a. Satisfactory completion of 12 months on maximum level of Grade 3.
 - b. The AH committee has been heavily involved in the planning, budgeting and evaluation of the plan.
 - c. Provided Board or AH committee with briefings on AH issues that have local, Regional or State implications.

- d. Demonstrate that, where appropriate, a team approach with leadership by the DV is utilised to achieve AH plan objectives.
 - e. Membership of the Australian College of Veterinary Scientists in a subject relevant to the duties of a DV or equivalent post-graduate qualification.
 - f. Competencies sufficient to be accredited under the EADP to perform a Control Centre role.
 - g. Demonstrated continuing, active and high quality contribution to the State AH system as a whole, with major or significant contributions to State-wide animal health programs.
 - h. Demonstrate continuing and active contribution to debate and progression of Regional Animal health issues through the Regional Animal Health meetings and other means.
 - i. Briefing of Directors and staff on changes to AH policy changes and implications and where appropriate, provide training required by such changes.
 - j. High level of skill in the diagnosis, treatment, control, prevention, and management of Animal Health problems in the important livestock enterprises in the district.
 - k. Major input into the adoption of improved Animal Health practices by industry with evidence of substantial benefit.
 - l. Substantial high output of high quality advisory material.
 - m. Demonstrated cooperation with other functional areas, other disciplines, and other agencies.
 - n. High level of input into the planning and achievement of the Board's corporate goals.
- 5.1.9 Progression from Grade 4 year 1 to Grade 4 years 2 and 3 shall follow 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by State Council as provided by policies and guidelines issued from time to time by State Council.
- 5.1.10 Progression between the years in Grade 4 shall be subject to the applicant demonstrating to the Manager, in consultation with the Chairman of the Board and the Senior Field Veterinary Officer, that they are performing at the level that resulted in their progression to Grade 4.
- 5.1.11 For District Veterinarians who, at the commencing date of this Award were receiving Grade IV year 1 salary, progression to Grade 4 years 2 and 3 shall be subject to the applicant undertaking and meeting the criteria and process as set out in clause 5.1.10.
- 5.1.11.1 For District Veterinarians who, at the commencing date of this Award, were receiving Grade II year 3 salary under the previous award, progression to Grade 3 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.6.
 - 5.1.11.2 For District Veterinarians who, at the commencement of this award, were receiving Grade I year 3 salary under the previous Award, progression to Grade 2 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.5.

5.1.12 In all cases where an application for progression is refused, the District Veterinarian shall receive a written explanation of the reasons for the decision.

5.1.13 If any officer feels that any application for progression has not been reasonably treated, an appeal may be made to a tribunal consisting of one member of State Council, a Senior Field Veterinary Officer and a District Veterinarian who has reached the grade being applied for.

5.1.14 The effective date of progression from Grade 3 to Grade 4 shall be one (1) month after the date of lodgement of a successful application.

5.2 Executive Officers and Managers

The salaries of Executive Officers and Managers shall be as set out in (2) of Table 1-Salaries, of PART B, Monetary Rates

(A) General Managers

The salaries of General Managers shall be as set out in (2A) of Table 1 - Salaries, of PART B, Monetary Rates

1. First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Board in accordance with Guidelines issued by State Council.

5.2.1 First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Board in accordance with Guidelines issued by State Council. Initial appointments are to be made at 1st year salary of the position. Grades 1, 2, and 3 Managers are full-time positions.

5.2.2. Establishment of Positions

(i) Managers appointed under the previous award shall be appointed Manager under this Award and shall be paid the salary applying to their Board as listed in PART B - Monetary Rates at the first (1st) year of service effective from 1 July 2004.

(ii) All Boards who have not appointed a Manager or Executive Officer as at the commencing date of this Award shall, by 31 December 2004, apply to State Council for approval to establish the position of Manager or Executive Officer as indicated in PART B - Monetary Rates. A Board may make application to the Industrial Committee for a 12 months extension of time in which to establish the position of Manager or Executive Officer based on special circumstances.

(iii) After approval by State Council the Board is responsible for obtaining a written application within six months of the commencement of this Award from the Administrative Officer or Executive Officer (if any) for an interview and assessment for the appropriate position by an assessment panel.

(iv) Should there be no existing Administrative Officer or Executive Officer the Board shall advertise the position externally and a selection committee shall assess applications.

(v) For internal applicants the assessment panel will consist of:

(a) a Board Director appointed by State Council (who shall be Chairman).

(b) a nominee of the Managers Association.

(c) up to two (2) persons with special skills appointed by State Council.

(d) a Director of the applicant's Board may sit as an observer at the interview.

- (vi) The assessment panel will report their findings to the Industrial Committee of State Council or a delegate of the Industrial Committee, for determination.
- (vii) The salary level of successful applicants shall be the first year rate of the relevant grade effective from 1 April 2005, providing they pass the initial assessment.
- (viii) If a salary increase at any one time exceeds \$9,000, then
 - (a) the initial increase shall be reduced to \$4,000 plus any general percentage (%) increase applying to all categories at that time, and
 - (b) subsequent progression shall be limited to \$4,000 plus any general percentage (%) increase applying to all categories at that time, until such time as the salary equals the salary for the relevant Board as set out in (2) of Table 1 - Salaries of PART B, Monetary Rates.
- (ix) If an existing employee is appointed Manager or Executive Officer under this Award and the relevant salary is lower than their existing salary, the existing salary shall continue to be paid until such time as the Award prescribes an amount greater than the existing salary figure.
- (x) If a Manager or Executive Officer is paid their existing salary, in accordance with (viii) above, the salary shall continue to be calculated to include any general percentage (%) increases that are received by all categories under the Award.
- (xi) For external applicants to a vacant position, the selection committee will consist of up to two (2) nominees of the Board; a nominee of State Council; and a nominee of the Managers Association. At least one (1) member of the selection committee should have sat on a previous panel. The selection committee will report their recommendations to the Board for approval to appoint.
- (xii) All assessment and selection panels shall have at least one member who has attended a course on selection of staff and that member shall chair the panel.

5.2.3 Unsuccessful Applications

- (i) If an existing employee is unsuccessful in passing the assessment to meet the requirements to be appointed to the position of Manager or Executive Officer as prescribed by this Award then the panel shall advise of an appropriate training course to enable the employee to reach the required skill level to carry out the requirements of the position.
- (ii) The employee shall be re-assessed by an assessment panel within a twelve-month period to ascertain whether they have reached the required standard to be appointed to the position of Manager or Executive Officer as the case may be.

If an employee passes a subsequent assessment, the salary shall be payable at the first (1st) year rate from the date of the successful assessment.
- (iii) If an employee is again unsuccessful in passing an assessment for the relevant position at their Board, the Industrial Committee may grant up to another twelve (12) months to qualify. If at the end of that period the employee fails to pass an assessment, then the employee shall become redundant and shall receive Severance Pay of two (2) weeks pay for every year of service, to a maximum of 26 weeks pay.
- (iv) The Industrial Committee of State Council may approve an application from an existing Administrative Officer for a redundancy payment of two (2) weeks pay for every year of service, to a maximum of 26 weeks pay at any time during the assessment process, unless they are appointed as Manager or Executive Officer of their Board.

- (v) If an Administrative Officer is not appointed as Manager or Executive Officer, then their salary shall only be increased by the first percentage increase applying on or after 1 July 2004 and no further increases shall apply during the term of this Award.

5.2.4 Appeal

- (i) If an applicant considers that an application for appointment to the position has not been treated reasonably on the grounds of merit, they may request a review by the interview panel.
- (ii) If an applicant considers that an application for appointment to the position has not been treated reasonably on procedural grounds, the applicant may appeal to the State Council Industrial Committee.

5.2.5 Executive Officer

Responsibilities:

- (1) Responsible for the Boards management accounting and financial accounting to audit.
- (2) Responsible for the systems administration of the Boards computer networks and resources.
- (3) Responsible for maintenance of all policy documents of the Board.
- (4) Responsible for ensuring that all staff comply with the OH&S policy of the Board.
- (5) Co-ordination of all Board resources.
- (6) Coordination of policy development and planning by Directors and staff.
- (7) Coordination of policy advice from staff to Board.
- (8) Coordination of reporting on management and operational plan performance.
- (9) Coordination of training for Directors and staff.
- (10) Management of all staff personnel matters including salary and allowances, leave, other entitlements, problems, counselling and complaints.
- (11) Providing all staff with relevant advice on Board decisions, State Council matters and Board requirements for advice or action by staff.
- (12) Assisting staff to draft management and operational plans that comply with requirements.
- (13) Facilitation of regular staff meetings and management meetings with the Chairman and staff.
- (14) Management Planning.

"Coordination" means the bringing together of the relevant Directors, staff, material and resources to achieve harmonious progress to the targeted outcome.

"Resources" means the physical and financial assets of the Board and includes staff.

Qualifications:

Financial Services Certificate IV from TAFE or demonstrated practical experience considered by the Board to be equivalent.

Progression

- (i) After initial appointment, progression to year 2, 3, and 4 shall be made on application to the Board.
 - (a) The Board shall certify whether the applicant has satisfactorily performed the annual assessment criteria.
 - (b) The Board shall certify whether it has received a satisfactory audit management letter in the year preceding the progression.
- (ii) Progression to year 2 is subject to attending and completing courses on OH&S and conflict resolution as approved by State Council.
- (iii) Progression to year 3 is subject to attending and completing two (2) legal training courses approved by State Council.
- (iv) Progression to year 4 is subject to attending and completing a course on Human Resource Management as approved by State Council.
- (v) Employees appointed to year 4 on commencement of this Award shall be required to attend and complete a course as approved by State Council, within a time approved by State Council.

5.2.6 Manager

Responsibilities

1. Responsible for the Board's financial management through to Audit.
2. Responsible for the systems administration of the Board's computer networks and resources.
3. Responsible for maintenance of all policy documents of the Board.
4. Responsible for ensuring that all staff comply with OH&S policy of the Board.
5. Co-ordination of policy development and planning for Directors and staff and subsequent implementation.
6. Co-ordination and implementation of training on management and operational plan performance.
7. Co-ordination and implementation of training of Directors and staff.
8. Human Resource Management including but not limited to salary and allowances, leave, other entitlements, problems, counselling and complaints.
9. Providing all staff with relevant advice on Board decisions, State Council matters and Board requirements for advice or action by staff.
10. Co-ordination and Assisting Directors and staff to prepare management and operational plans and subsequent review and measurement of these plans.
11. Facilitation of regular staff meetings and management meetings with Chairman and senior staff.
12. Provide guidance and support to administrative and other staff in customer relations.

13. Management of activities of all staff, to ensure that the Board is operating efficiently, recognising that individual staff in certain circumstances are responsible for the technical and regulatory requirements of their position under the *Veterinary Surgeons Act*, *Stock Chemical Residues Act*, and *Stock Diseases Act*.
14. Monitoring staff performance against agreed targets of all staff.
15. Provide Leadership to the Staff of the Board to Promote an Harmonious and Professional Workplace

Qualifications:

- (i) Financial Management Skills at a high level.
- (ii) Supervision qualifications; or demonstrated skills in supervision; or relevant quality experience in supervision.
- (iii) Special skills in an area which significantly assists the Board in its functions.
- (iv) Knowledge of the Award, its application, and relevant industrial relations practices, including dispute settling procedures and disciplinary procedures.
- (v) Management qualifications or quality experience in management.
- (vi) Knowledge of management strategies.
- (vii) Organisational skills.
- (viii) Advanced written and oral presentation skills.
- (ix) Knowledge of Information Technology systems.
- (x) External applicants for the position of Manager Grade 3 would be expected to have an appropriate tertiary qualification in either business, finance, management, human resource management, or some other qualification deemed equivalent by the selection committee.

Progression

- (i) After initial appointment, progression to years 2 and 3 shall be made on application to the Board.
 - (a) The Board shall certify whether the applicant has satisfactorily performed the annual assessment criteria.
 - (b) The board shall forward the application and certificate to State Council for approval to progression.
 - (c) State Council shall certify whether the Board has received a satisfactory audit management letter and the statutory report, function management plans and annual report of the Board have been satisfactorily completed and lodged on time in the year preceding the progression.
- (ii) Progression to year 2 is subject to attending and completing courses on supervision and conflict resolution approved by State Council.
- (iii) Progression to year 3 is subject to attending and completing a course on Human Resource Management that adds to management ability, as approved by State Council.

5.3 Customer Service Officers

In this clause any reference to the position of manager or executive officer is taken to include the position of General Manager.

The salaries of Customer Service Officers shall be as set out in (3) of Table 1-Salaries, of Part B, Monetary Rates.

5.3.1 The first three (3) months of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager in accordance with Guidelines issued by State Council.

5.3.2 Initial appointments may be made to any Grade that is appropriate to the qualifications, competence and duties of the appointee.

5.3.3 Conditions for Normal Progression -

- (i) Progression from Grade 1 through to Grade 4 shall be by way of completion of the number of years service at each level. The progression shall be subject to satisfactory conduct and performance, as assessed by the officer's supervising officer, and subject to approval by the Board.
- (ii) Staff who complete one year of service on Grade 1 shall be eligible to progress to Grade 2, year 1 subject to meeting progression criteria in subclause (i).
- (iii) Staff who complete one year of service on Grade 2 year 1 shall be eligible to progress to Grade 2 year 2, subject to meeting progression criteria in subclause (i).
- (iv) Staff who complete one year of service on Grade 2 year 2 shall be eligible to progress to Grade 3 year 1, subject to meeting progression criteria in subclause (i).
- (v) Staff who complete one year of service on Grade 3 year 1 shall be eligible to progress to Grade 3 year 2, subject to meeting progression criteria in subclause (i).
- (vi) Staff who complete one year of service on Grade 3 year 2 shall be eligible to progress to Grade 4 year 1, subject to meeting progression criteria in subclause (i), and subject to completing the following training courses as approved by State Council:
 - (a) Customer Focus for Supervisors Training.
 - (b) Legislation Training.
 - (c) Conflict Resolution Training.
- (vii) Staff who complete one year of service on Grade 4 year 1 shall be eligible to progress to Grade 4 year 2, subject to meeting the progression criteria in subclause (i).
- (viii) Staff who complete one year of service on Grade 4 year 2 shall be eligible to progress to Senior Customer Service Officer Level 1, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by State Council:
 - (a) Leadership for Supervisors Training or equivalent training as determined by State Council.
 - (b) Records Maintenance Training.
 - (c) OH&S Basic Training, and

- (d) Thorough knowledge of Board Policy and Procedures as assessed by a written assessment task by the officers supervising officer.
 - (ix) Staff who complete one year of service on Senior Customer Officer Level 1, shall be eligible to progress to Senior Customer Service Officer Level 2, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by State Council:
 - (a) Financial Services Certificate III from TAFE or such other qualifications and experience as State Council considers equivalent.
- 5.3.4 The assessment of an employee's conduct and performance may be on an annual basis; however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the Board of any decision and the reasons for such a decision if it is a deferment of the increment.
- 5.3.5 Accelerated Progression -
- A Board may grant accelerated progression to any year of any Grade if the Board certifies, after consultation with the Manager or Executive Officer, that the employee is performing above expectation in their current grade and work is available to perform at the higher level.
- 5.3.6 Conditions for Accelerated Progression -
- (i) An application for accelerated progression may be made by an employee who may have relevant qualifications and experience and who, by the nature and manner of the work performed, demonstrates high levels of performance.
 - (ii) An application for accelerated progression must be made in writing through the Manager or Executive Officer to the Board. The application will be accompanied by a recommendation from the Manager or Executive Officer giving the reasons for support or non-support of the application.
 - (iii) The accelerated progression shall take effect from one month after the date of lodgement of a successful application.
 - (iv) If, on receipt of an application, a Board makes a decision not to approve the accelerated progression, it shall, as soon as practicable, notify the applicant in writing of the decision, setting out the reasons for the decision.
- 5.3.7 If a Customer Service Officer is dissatisfied with the decision of the Board on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34, Dispute Settling Procedures.
- 5.3.8 A Senior Customer Service Officer must supervise other staff if required by the Board.
- 5.3.9 Acting as Office Coordinator, Executive Officer, or Manager.
- (i) Customer Service Officers who are directed by the Board to act as Executive Officer for five consecutive working days or more shall receive the first year rate of pay as Executive Officer for the period of relief.
 - (ii) Senior Customer Service Officers who are directed by the Board to act as Office Coordinator for five consecutive days or more shall receive the first year rate of pay as Office Coordinator for the period of relief.
 - (iii) Senior Customer Service Officers who are directed by the Board to act in any position of Manager (whether graded or ungraded) for five consecutive days or more, shall receive the first year rate of pay as Manager (ungraded).

- (iv) No allowance is paid for less than five consecutive working days' relief.
- (v) The Board will direct who will act in the position, and for how long, each time this is necessary, consistent with E.E.O. principles.

5.4 Office Coordinators

(A) Office Coordinators

The salaries of Office Coordinators appointed in relation to the creation of Livestock Health and Pest Authorities on 1 January 2009 shall be as set out in (4A) of Table 1-Salaries, of PART B, Monetary Rates

- 1 First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Board in accordance with Guidelines issued by State Council.

In this clause any reference to the position of manager or executive officer is taken to include the position of General Manager.

The salaries of Office Coordinators shall be as set out in (4) of Table 1 - Salaries, of Part B, Monetary Rates.

5.4.1 Responsibilities

1. Coordinate the functions of the RLPB office including customer service, information systems, land database, transfers, stock identification, sales, accountable books, generation of rates and returns, reminders and follow up action on rates and returns.
2. Responsible for the supervision of all Customer Service Officers (CSO), including assessing, recommending, and coordinating training requirements.
3. Coordinate regular CSO meetings.
4. Implementation of the Board's customer service charter, responsible for maintaining high standard of internal and external customer service.
5. End of month financial processing and generation of financial reports for the Manager.
6. Responsibility for payroll.
7. Executive support to the Manager
8. Delegated authority of District Registrar, other delegations as approved by the Board eg: annual stock movement permits, searches, drought claims.
9. Act in higher duties when the Manager is absent including executive secretary to the Board. Coordinate board papers, meetings, take and action minutes.
10. Training of Senior Customer Service Officers to act in the position of Office Coordinator (OC) during absences of the OC and when the OC is acting in higher duties during the Manager's absences.

5.4.2 Establishment of Position.

- (i) A Board that has a Grade 3 Manager may establish a position of Office Coordinator.
- (ii) A Board that has a Grade 2 Manager may apply to State Council for approval for the establishment of a position and comply with any criteria determined by State Council.

- (iii) After establishment of the position, the Board is responsible for calling for applications for the position from Customer Service Officers employed by the Board.
- (iv) The Board shall appoint a selection committee, including one independent person, which shall recommend to the Board the most suitable applicant for the position.
- (v) If there is no suitable applicant from the Board employees, then the Board may advertise outside the Board.

5.4.3 The first three (3) months of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager in accordance with Guidelines issued by State Council. Initial appointment is to be made at the 1st year salary of the position.

5.4.4 Conditions for Appointment and Progression.

- (i) Appointment is subject to the applicant being capable of performing the duties and responsibilities of the position.
- (ii) Progression shall be by way of completion of years service in the position and subject to satisfactory conduct and performance, as assessed by the Manager, and subject to approval by the Board.
- (iii) Staff who complete year 1 shall be eligible to progress to year 2, subject to meeting progression criteria in subclause (ii), and subject to completing the following courses as approved by State Council:
 - (a) Financial Services Certificate IV from TAFE or such other qualifications and experience as State Council considers equivalent.
 - (b) Legislation training
 - (c) Team Development for Supervisors
- (iv) Staff who complete year 2 shall be eligible to progress to year 3, subject to completing the following courses as approved by State Council:
 - (a) Records Maintenance Training
 - (b) OH&S Basic Training
 - (c) Frontline Management Certificate IV Course

5.4.5 The assessment of an employee's conduct and performance may be on an annual basis, however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the board of any decision and the reasons for such decision if it is a deferment of the increment.

5.4.6 If an Office Coordinator is dissatisfied with the decision of the Board on the question of progression they may invoke the procedures outlined in clause 34, Dispute Settling Procedures.

5.4.7 Acting as Manager

Office Coordinators who are directed by the Board to act as Manager for five consecutive working days or more shall receive the first year rate of pay of Manager, at the appropriate grade, for the period of relief. No allowance is paid for less than five consecutive working days' relief.

5.5 Rangers

(A) Senior Rangers

The salaries of Senior Rangers shall be as set out in (5A) of Table 1-Salaries, of PART B, Monetary Rates

1. First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Board in accordance with Guidelines issued by State Council.

In this clause any reference to the position of manager or executive officer is taken to include the position of General Manager.

The salaries of Rangers shall be as set out in (5) of Table 1 - Salaries, of Part B, Monetary Rates.

5.5.1

- (i) First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager or Executive Officer after consultation with the Chairman of the Board, the District Veterinarian or Veterinary Officer, and the Managing Ranger (if any) or the supervising Ranger in accordance with Guidelines issued by State Council.
- (ii) Initial appointment may be to any step in Grades 1 and 2, subject to being qualified and passing a Performance Assessment, if applicable.
- (iii) A person must continue to hold certification as Authorised Control Officer or Inspector of Stock to qualify holding the position of Ranger.
- (iv) The positions of Grade 3 Ranger, Grade 4 Ranger, and Managing Ranger Grade 5 require current certification as Authorised Control Officer and Inspector of Stock. Loss of certification as an Authorised Control Officer or Inspector of Stock disqualifies a person from holding those positions.

5.5.2 Allowances

- (i) A weekly supervisor's allowance as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates, is payable to Field Assistants, Senior Field Assistants, and Rangers, who are directed by a Board to supervise the work of a Ranger or Field Assistant or contractor.
- (ii) The weekly allowance is payable for supervising for part of a week. The allowance is not payable during the weeks that supervision is not directed; during 5 days leave or more; nor on termination payment.
- (iii) If a Ranger or Managing Ranger holds a Diploma or Degree, which State Council considers relevant, then an amount set out in (5) of Table 1 - Salaries, of Part B, Monetary Rates, shall be paid as salary to the employee.

5.5.3 Conditions for Normal Progression

- (i)
 - (a) Progression from Grade 1 through to Grades 2, 3, 4 to Grade 5 Level 2 shall be by way of completion of the number of years of service at each grade and subject to certification by the Manager or Executive Officer, after consultation with the Chairman of the Board, the District Veterinarian or Veterinary Officer and the Managing Ranger (if any) or the supervising Ranger that the Ranger is performing

satisfactory service, and has completed all the required units of study. This includes the required units of study for previous grades.

- (b) Progression of Rangers (and all other classifications under the Award) will not be impeded if courses or units of study are not available; "not available" being defined as "there is no course/module available and there are no future plans by any organisation to develop training/module for that particular competency (it does not mean that the course is not available until later in the year)". It is also agreed that an employee who progresses under these terms must undertake to do the next available course/module that becomes available whether that be a replacement competency determined by State Council or one that is scheduled in the Award. An employee who does not undertake to do this progression requirement shall not be allowed progression. If an employee does not complete the training/module when it becomes available then he/she shall regress back to his/her previously held grade.
- (ii) The effective date of progression from Grade 1 through to Grades 2, 3, and 4 shall be the anniversary of the commencement date of employment, except for progression to Level 2 for persons employed at the commencement date of this award.
- (iii) Progression to Grade 2 Year 1 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S Greencard
 - (b) RLPB - Organisation, policy, structure & functions
 - (c) Legislation principles
 - (d) Rangers role, Saleyard duties & functions
 - (e) Chemical Application & Risk Management (AQF 3 or 4)
 - (f) 1080 Authority and Authorised Control Officer
OR Specimen Collection (for Animal Health Specialist Rangers)
 - (g) Vertebrate Pests course, or passing the examination on the Rangers Manual
OR Introduction to Anatomy & Physiology (for Animal Health Specialist Rangers)
- (iv) Progression to Grade 2 Year 2 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S
 - (b) Compliance Principles
 - (c) Interstate Health Requirements
 - (d) Livestock recognition, handling & tracing
- (v) Progression to Grade 2 Year 3 Level 2 shall be subject to passing the following units of study:
 - (a) Communication and Interpersonal Skills
 - (b) Client Services

- (c) Self Enforcement Infringement Notice Training
- (d) Prograze OR Introduction to Pathology (for Animal Health Specialist Rangers)
- (vi) Progression to Grade 3 shall be organised by the Manager or Executive Officer and shall be subject to:
 - (a) Two (2) years service as a Ranger
 - (b) Passing all the units of study for Grades 1, 2, and 3 at level 2 standard
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian
 - (d) Passing a progression review by a panel consisting of a nominee of the Board; the Managing Ranger (if any) or the supervising Ranger; the Senior Field Veterinary Officer; and an Agricultural Protection Officer of the Department certifying that all of the following criteria have been met:
 - 1. Demonstrated suitable experience and ability to a standard required by the Board to perform the functions of an Authorised Control Officer, a Stock Inspector, and a Ranger carrying out duties in connection with Travelling Stock reserves as appropriate.
 - 2. Ability to exercise all appropriate functions under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate Stock Movements.
 - (d) Disaster Relief.
 - 3. Ability to advise on and implement programs in:
 - (a) Animal Welfare.
 - (b) Noxious Weed Control as it relates to Travelling Stock Reserves if applicable, and Pest Animal harbour.
 - (c) Pest Control if applicable.
 - (d) Integrated Pest Management.
 - (e) Animal Health Programs for the District.
 - 4. Demonstrated experience and ability to:
 - (a) Work without supervision.
 - (b) Have input into Board Policy formulation.
 - (c) Prepare adequate reports to the Board.
 - (d) Maintain adequate documentation of files and records.
 - (e) Represent the Board and the Department in prosecutions if required by the Board.

- (f) Organise Field Days for ratepayers.
 - (g) Perform general duties in a competent manner
- (vii) If a Board requires the services of a Specialist Animal Health Ranger, then as an alternative to subparagraph 5.5.3(vi), the Board may approve following criteria for progression to grade 4:
- (a) Passing an examination for Specialist Ranger on the Ranger's Manual as conducted by the District Veterinarian. Where a Ranger has satisfactorily completed the Ranger's Manual Examination under the current 2007 Award or previous 2004 or 2002 Award, then the Ranger is not required to re-sit or undertake the Ranger's Manual Examination a second time for the purposes of any progression to any grade.
 - (b) Two (2) years service as a Ranger (providing that State Council may approve a lesser period in a special case);
 - (c) Passing a progression review by a panel consisting of a nominee of the Board; the Managing Ranger (if any) or the supervising Ranger; the Senior Field Veterinary Officer or their representative and a nominee of the Department certifying that all of the following criteria have been met:
 - (d) Demonstrated suitable experience and ability to a standard required by the Board and the Department to perform OJD functions or Footrot functions or any other functions which the State Council approves on a case by case basis.
 - (e) Demonstrated that the Specialist Ranger is performing at a high level of skill in the speciality; and achieving a sustained high output of advisory work.
- (viii) Progression to Grade 3 Level 2 shall be subject to passing the following units of study:
- (a) Office systems practice
 - (b) Train Small Groups
- (ix) Progression to Grade 4 shall be organised by the Manager or Executive Officer and shall be subject to:
- (a) Five (5) years continuous service as a Ranger
 - (b) One (1) year service on Grade 3
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian. Where a Ranger has satisfactorily completed the Ranger's Manual Examination under the current 2007 Award or previous 2004 or 2002 Award, then the Ranger is not required to re-sit or undertake the Ranger's Manual Examination a second time for the purposes of any progression to any grade.
 - (d) Demonstrating to the Manager or Executive Officer, who shall consult with the Chairman of the Board, the District Veterinarian or Veterinary Officer and the Managing Ranger (if any) or the supervising Ranger, that they are performing at a level that resulted in their progression to Grade 3.

- (x) Progression to Grade 4 Level 2 shall be subject to passing the following units of study:
 - (a) Legislation Practices
 - (b) Compliance Practices
 - (c) Financial Planning and Budgeting
 - (d) Infected Premises Security Coordinator OR Infected Premises Site Supervisor
 - (e) Chemical Application & Risk Management (AQF 3 or 4)

5.5.4 Appointment of Managing Ranger Grade 5

- (a) Appointment to Managing Ranger Grade 5 depends on:
 - (i) Establishment of the position by the Board.
 - (ii) Supervising at least two other Rangers.
 - (iii) Being required by the Board to perform all of the duties in paragraph 5.5.4 (b) (ii) of this subclause.
 - (iv) Passing the Performance Assessment. The position must be established before application can be made for assessment.
 - (v) Salary is paid from date of appointment by the Board.
- (b) Appointment to Managing Ranger Grade 5 shall be subject to:
 - (i) Meeting all the requirements of the position of Ranger Grade 4; and
 - (ii) Passing an assessment on the following duties by a panel consisting of a nominee of the Board (other than a Director or staff member of that Board); a nominee of State Council; and a current Managing Ranger. At least one (1) panel member should have sat on a previous panel.
 - (a) Supervise all field staff and contractors (excluding District Veterinarian and specialist animal health staff).
 - (b) Manage the Board's Vertebrate Pest Control Policy and responsibilities.
 - (c) Develop and manage the Board's land management plans, operations, reporting policies and responsibilities as appropriate.
 - (d) Budgeting and financial management of the Board's field operations (excluding animal health).
 - (e) Co-ordination with other Board staff and staff of other Boards and Agencies.
 - (f) Manage the training of field staff.
 - (g) Being actively involved in the recruitment of field staff and contractors.

5.5.5 Progression to Managing Ranger Grade 5 Level 2 shall be subject to passing the following units of study:

- (i) Selection Techniques
- (ii) Team Development for Supervisors (Frontline Management)
- (iii) Innovation for Supervisors
- (iv) Operational Management
- (v) Customer focus for Supervisors
- (vi) Leadership for Supervisors
- (vii) OHS for Supervisors
- (viii) Restricted Area Movement and security OR Infected Premises Operation Manager

5.5.6 Accelerated Progression -

The Board may grant accelerated progression from Grades 1 and 2 to any year in Grade 2 at any time if the Board certifies that the Ranger is qualified for the progression; has completed all the required Units of study; and is performing above expectation.

Accelerated progression shall take effect from one (1) month after the date of lodgement of a successful application for accelerated progression.

5.5.7 Progression Dates

- (i) The effective date of progression to each Grade or year within a Grade shall be the anniversary of the commencement date of employment.
- (ii) If an employee is granted accelerated progression the employee shall have a progression date one year after the accelerated progression date.
- (iii) If progression date is subject to passing a course, and the course is not available at the date of normal progression, and an application for progression has been made one (1) month before the normal progression date, and if the course is successfully completed, then the progression date is 1 month after a successful written application for progression.
- (iv) The effective date of progression to Level 2 in each Grade is the date that the employee passes all the required units of study, completed the required years of service, is performing satisfactorily as certified by the Manager, and approved by the Chairman of the Board, provided that progression to Level 2 in all Grades shall not be before 1 July 2005.

Appeal

5.5.8 If a Ranger is dissatisfied with the decision of the Manager or Executive Officer or Board on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34 Dispute Settling Procedures.

5.5.9 The State Council may, with the agreement of the Executive of the Rangers Association, substitute a Unit of study for another Unit of study.

5.6 Field Assistants - The salaries of Field Assistants shall be as set out in (6) of Table 1 - Salaries, of Part B, Monetary Rates.

In this clause any reference to the position of manager or executive officer is taken to include the position of General Manager.

5.6.1

- (i) First year of service in the Board system on a continuous basis is probationary.
- (ii) Initial appointment may be to Level 1 Field Assistant or Level 2 Field Assistant, depending on the duties required to be performed.

Classification Structure for Appointment of Field Assistants:

5.6.2 Level 1 Field Assistant

Appointment to the position of Level 1 Field Assistant depends on the following:

- (i) establishment of the position by the Board; and
- (ii) the person being capable of and required by the Board to perform the following duties:
 - (a) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
 - (b) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
 - (c) Carry out pest insect control using chemicals, boomsprays, misters and hand sprays.
 - (d) Assist in any other tasks as reasonably required by the Board.

5.6.3 Level 2 Field Assistant

Appointment to the position of Level 2 Field Assistant depends on the following:

- (i) establishment of the position by the Board; and
- (ii) the person being capable of and being required by the Board to perform the following duties:
 - (a) Assist Ranger carrying out pest animal control programs, for example:
 - preparation of bait material, bait deliveries, bait laying, area surveillance, spreading of myxomatosis and Rabbit Calicivirus Disease, use of fumigation equipment, dogging of rabbits.
 - (b) Assist Ranger carrying out pest insect control programs if applicable in employing Board.
 - (c) Assist Ranger in saleyard monitoring of stock.
 - (d) Assist Ranger in lice inspections.
 - (e) Assist Ranger in impounding of stock.
 - (f) Assist District Veterinarian, Ranger or Footrot Advisory Officer in footrot eradication programs.
 - (g) Keep a daily diary and records on weed control, windmill repairs, water pumping repairs, maintenance on holding yards and any other records as required by the Board.

- (h) Assist Board staff at Field Days.
- (i) Fixes repair and maintenance vehicles, plant and equipment and carries out basic workshop duties.
- (j) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
- (k) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
- (l) Carry out pest insect control using chemicals, boomsprays, misters and handsprays.
- (m) Assist in any other tasks as reasonably required by the Board.

5.6.4 Senior Field Assistant

Appointment to the position of Senior Field Assistant depends on the following:

- (i) Establishment of the position by the Board;
- (ii) Two (2) years service as a Field Assistant or such other experience as the Board deems equivalent;
- (iii) The person being capable of and being required by the Board to perform the following duties:
 - (a) All the duties of a Level 2 Field Assistant at a superior level as determined by the Board.
 - (b) Ability to work without supervision.
 - (c) Capable of carrying out the OH&S policies of the Board

6. Competency and Training

- 6.1 The Board 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 classification structure of the Rural Lands Protection Boards (State) Award published 19 February 2003 (273 I.G. 501), as varied, provided that such duties are not designed to promote de-skilling.
- 6.2 The Board may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 6.3 Any direction issued by a Board pursuant to subclauses 6.1 and 6.2 shall be consistent with the Board's responsibilities to provide a safe and healthy working environment.

7. Hours of Work

- 7.1 Hours of work, exclusive of meal breaks, shall not exceed an average of 38 hours per week. Wherever possible, regularised hours of work should be maintained and rosters should be mutually agreed between the Board and the employee. A lunch break of at least 30 minutes must be given to and taken by all employees. No employee shall be required to work continuously for more than 5 hours without a break.
- 7.2 Where an employee, by agreement with the Board, works in excess of 38 hours in any one week, the employee shall be entitled to equivalent time off at a later time, that time to be mutually agreed between the Board and the employee concerned so that, over the period of time concerned, the average number of hours per week the employee works equals 38.

- 7.3 In the absence of an agreement to the contrary, time off in lieu of excess hours shall be acquitted within a four-week period of the excess hours being worked, so that over the four-week cycle the employee works a total of 152 hours.
- 7.4 Provided that, in the absence of an agreement to the contrary, time off in lieu of excess hours not acquitted within a four-week period of the excess hours being worked shall be forfeited.
- 7.5 Provided that an employee and a Board may agree to either:
- (a) defer the taking of time off in lieu to a date beyond the four-week cycle; or
 - (b) defer the taking of the time off in lieu to be taken in conjunction with annual or other leave.
- 7.6 Provided that all excess time shall be acquitted within one year of its being worked so that, over the 52 weeks of any year, the average ordinary hours worked per week equal 38.
- 7.7 Rangers, Executive Officers, Managers and District Veterinarians are on call for 24 hours each day when it is a reasonable request.
- 7.8 A person leaving the service of a Board with leave in lieu in credit at the date of ceasing duty is not entitled to the monetary value of the hours in credit.
- 7.9 The method to be used to calculate the hourly rate shall be as follows:
- Fortnightly Salary = Annual Salary divided by 26.0714
- Hourly Rate = Fortnightly Salary divided by 76.0000

8. Overtime

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

In this clause any reference to the general manager is taken to include a reference to the chairman of the board of the authority in respect of the general manager.

- 8.1 Overtime shall mean work done at the direction of the General Manager that is outside the ordinary hours of work from Monday to Friday inclusive and that is in excess of 7 hours and 36 minutes (7.6 hours) per day and which, from its character or from special circumstances, cannot be performed in accordance with arrangements under clause 7, Hours of Work.
- 8.2 Subject to subclause 8.3 of this clause a Board may require an employee to work reasonable overtime at overtime rates.
- 8.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 8.4 For the purposes of subclause 8.3 of this clause what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Board of the overtime and by the employee of his or her intention to refuse it; and

- (v) any other relevant matter.
- 8.5 Payment for overtime worked shall not be made under this award without:
- (i) approval of the general manager for the overtime worked; and
 - (ii) approval of the general manager for the payment of overtime.
- 8.6 Approved paid overtime shall be paid at the following rates:
- (i) Time and one half for the first 2 hours of overtime then double time thereafter for overtime worked from Monday to Friday inclusive.
 - (ii) Time and one half for the first 2 hours of overtime then double time thereafter for overtime worked on a Saturday.
 - (iii) Double time for overtime worked on a Sunday.
 - (iv) Double time and one half for overtime worked on a public holiday. This clause should also be read in conjunction with clause 12.3 of this Award.
 - (v) Overtime rates are not fixed for meal times.
 - (vi) Deleted.
 - (vii) An employee who works overtime which is not continuous with ordinary working hours shall be paid a minimum payment as for two hours work at the appropriate rate as prescribed by this award.
- 8.7 After completion of the first continuous hour, overtime shall not be paid for periods of less than one-quarter of an hour.
- 8.8 The method to be used to calculate overtime shall be as follows:
- Fortnightly Salary = Annual Salary divided by 26.0714
- Hourly Rate = Fortnightly Salary divided by 76.0000
- which shall determine the ordinary-time (single) hourly rate.
- 8.9 To determine appropriate rates, the rate determined in subclause 8.8 of this clause shall be multiplied by 3/2 or 2 as the case may be.
- 8.10 Rangers, Field Assistants, General Managers, Managers, Executive Officers, Administrative Officers, Administrative Assistants and District Veterinarians accept the system of leave in lieu of overtime as provided in this award.

9. Recreation Leave

- 9.1 Employees shall be entitled to paid recreation leave at the following annual rates:
- (a) 20 working days where the employee's principal work location is in a district in the Eastern Division.
 - (b) 26 working days where the employee's principal work location is in the Central or Western Division.
 - (c) Not more than 40 days recreation leave shall be allowed in any period of 12 months, except with the approval of the Board.

- (d) An employee who as at 1 January 2009 was entitled to accrue recreation leave pursuant to this clause shall continue to accrue recreation leave at the rate at which they accrued such recreation leave as at 1 January 2009.
- 9.2 Recreation leave shall not accrue for a period in excess of 50 working days except with the approval of the Board and any excess will be forfeited, provided the Board had not prevented the employee taking their leave when due or approval to accumulate more than the 50 working days had been granted by the Board.
- 9.3 Recreation leave hereunder shall be deemed to accrue from month to month and leave so accrued or any portion thereof may be granted to any employee by the Board at such time as the Board deems convenient.
- 9.4 Where the employment of an employee terminates for any reason whatsoever the employee or their spouse, children, or other dependent relative or legal representative shall be paid the monetary value of accrued recreation leave due, calculated at the rate of remuneration which the employee was receiving at the date when the employee's services terminated. It shall not be paid to another Board..
- 9.5 Recreation leave shall accrue to employees in respect of any period of absence from duty on long service leave. However, recreation leave only accrues at 50% in respect of any long service leave at half pay.
- 9.6 Rangers, Field Assistants, Managers, Executive Officers, Administrative Officers, Administrative Assistants and District Veterinarians will take a minimum of ten consecutive working days as recreation leave during each period of one year after the first year of service.
- 9.7 An employee cannot be paid for recreation leave and also be paid a wage by the Board for working during that period.

10. Recreation Leave Loading

- 10.1 Employees shall be paid an annual leave loading at the rate of 17.5 per cent for a maximum of four (4) weeks of recreation leave or part thereof.
- 10.2 There shall be an annual leave loading year ending 30 November in every year.
- 10.3 The full entitlement to the annual leave loading that the employee has accrued over the previous 12 months is to be paid to the employee on 30 November in every year (except there is no entitlement to accrual in the first year of service) up to a maximum of four weeks; Provided the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Board.
- 10.4 The annual leave loading is payable on a pro-rata basis when an employee is granted recreation leave to their credit, (or the monetary value thereof); maternity leave; on transfer to another board; resignation; retirement; or termination of employment; PROVIDED the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Board
- 10.5 Broken service during the year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 10.6 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board and the person's period of service shall not be deemed to have been interrupted:
- (1) by the person ceasing to be employed by one Board and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board; or

- (2) by the person having served or trained in the defence of the Commonwealth.
- 10.7 Rate of Payment - The annual leave loading is to be calculated on the salary as at November 30, or the granting of maternity leave, resignation, retirement or termination of employment, whichever is applicable.
- 10.8 On appointment to another Board, the annual leave loading is payable on a pro-rata basis to that Board and any leave taken while at the previous Board is taken into account at the new Board.

11. Long Service Leave

11.1 Long Service Leave

- (a) Every employee who has had ten years service shall be entitled to 44 working days leave on full pay or, with the approval of the board, 88 working days on half pay. After service in excess of ten years the employee shall be entitled to further leave proportionate to their length of service after ten years, calculated on the basis of 110 working days on full pay or, with the approval of the Board, 220 working days on half pay for ten years served after initial service of ten years. The approval of the Board shall not be unreasonably withheld.
- (b) Three months notice shall be given by the employee to the Board for long service leave of 4 weeks or more, and reasonable notice shall be given for long service leave of less than 4 weeks, unless special circumstances exist for the taking of such leave.
- (c) The Board shall give to the employee, and the employee shall take the leave having regard to the needs of the Board.
- 11.2 If a public holiday falls within the period of long service leave, the period of leave is extended by one working day in respect of that holiday.
- 11.3 Where service of an employee with at least five years service and less than ten years service terminates for any reason other than the employee's serious or wilful misconduct, the employee shall be entitled to proportionate payment of such leave, calculated on the basis of two months leave for ten years of service.
- 11.4 Where the service of an employee with at least ten years of service terminates by reason of resignation, retirement or dismissal for any cause, the employee shall be entitled to leave pursuant to subclause 11.1 of this clause, if not already taken and in addition to the amount of leave proportionate to the employee's length of service after ten years calculated on the basis of five months on full pay after service of ten years; provided that resignation for the purpose of immediately commencing employment with another Board shall not be deemed to be resignation for the purpose of this subclause.
- 11.5 Where the service of an employee with at least five years service and less than ten years service terminates by reason of their death, their next of kin or nominated beneficiary shall be entitled to receive the monetary value to which the employee would have been entitled, had the person's services been terminated for any of the reasons set out in subclause 11.4 of this clause, computed at the rate of salary such employee received at the time of death.
- 11.6 When an employee who is entitled to long service leave with pay dies before entering upon such leave or after entering upon such leave dies before its termination, their next of kin or nominated beneficiary shall be entitled to receive the monetary value of the leave not taken or not completed.
- 11.7 When an employee who is entitled to long service leave resigns or has retired, such employee shall be entitled to receive forthwith the monetary value of such leave.
- 11.8 In case of necessity, the Board may grant leave of absence without salary.

- 11.9 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board and the person's period of service shall not be deemed to have been interrupted:
- (a) by the person ceasing to be employed by one Board and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board; or
 - (b) by the person having served or trained in the defence of the Commonwealth Employment with another Board.
- 11.10 When an employee is immediately employed by another Board, the former employing Board shall pay to the newly employing Board a pro-rata payment of the cash equivalent of the contingent liability based on 44 working days for 10 years service. Example for 2.5 years service, payment will be 11 working days pay as per Table 3, Long Service Leave Accrual.
- 11.11 In addition, where the employee has had more than 10 years service, the former employing Board shall pay the newly employing Board a pro-rata payment based on 110 working days per 10 years after the initial service of 10 years.
- 11.12 Long service leave is calculated on the basis of a 5 day week in accordance with Table 3.
- 11.13 "Service" for the purposes of this award means continuous service as defined in Section 4 clause (11) of the *Long Service Leave Act 1955*.

12. Public Holidays

- 12.1 In addition to recreation leave provided for in clause 9, Recreation Leave, employees shall be entitled to the following 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, next working day after Boxing Day and any days appointed by the Governor by proclamation in the Gazette to be observed as a public holiday within the town in which the Board's office is situated.
- 12.2 A Board may allow an employee to accrue sufficient excess hours to enable the employee to take time off in lieu during the days between the next working day after Boxing Day and New Year's Day.
- 12.3 All time worked on a public holiday at the direction of the Board shall be paid for at the rate of double time and a half. Alternatively, employees who work on a public holiday may, by mutual agreement, perform such work at ordinary rates, provided that leave at the rate of time and a half is added to the employee's annual leave, or one working day and a half in lieu of such public holiday shall be allowed to the employee within 28 days of such holiday falling due.
- 12.4 If an employee is requested by the Board to work on a Saturday or Sunday at a Field Day, the employee is entitled to leave-in-lieu at 1.5 hours for each hour on duty.

13. Special Leave

Special leave with pay shall be granted to employees in certain circumstances as listed below. A Board may, from time to time, specify other purposes for which special leave may be granted. Special leave applies to activities which are not regarded as being on duty covered by other forms of leave.

- 13.1 Jury Service
- (a) An employee is to be granted special leave for the purpose of attending a court for jury service, subject to the employee presenting a certificate of attendance from the Registrar or Sheriff and paying all jury fees, other than travelling expenses, to the Board.
 - (b) Special leave is not available if jury service falls during a period of absence on recreation leave or long service leave, etc.

- (c) When special leave is not applied for, i.e., where a person elects to take recreation leave, leave without pay, etc., the jury fee may be retained by the employee.
- 13.2 Acting as a member of an industrial committee - An employee appointed as a member of an industrial committee under the provisions of the Industrial Relations Act 1996 is to be granted special leave for such time as is necessary for committee deliberations.
- 13.3 Travelling to another centre for medical examination - Employees required to travel to another centre for medical examination at the direction of the Board are to be granted special leave for the time they are necessarily absent from duty.
- 13.4 First-aid officers attending courses to train or retrain first-aid officers - Special leave is available for attendance at courses conducted to train or retrain first-aid officers in order to meet Board needs. In such cases the cost of the course will be met from Board funds, provided that the person is nominated by the Board to attend the course.
- 13.5 Blood Donors - Employees shall be granted special leave to give blood, with such leave being restricted to the time reasonably necessary.
- 13.6 Defence Forces Reserves - Special leave is available to employees who are members of the Defence Forces Reserves for the purpose of travelling to annual camp and attendance at medical examinations.

14. Short Leave

- 14.1 An employee, other than a casual employee, shall be entitled to up to three working days short leave without deduction of pay on each occasion of the death of a person prescribed in subclause 14.3 below. If such leave in any case exceeds three working days in any 12-month period, the excess shall be deducted from any recreation leave due to the employee, or the Board may grant leave of absence without salary.
- 14.2 The employee must notify the Board as soon as practicable of the intention to take short leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 14.3 Short 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 15A.1 (c) (ii), provided that for the purpose of short leave, the employee need not have been responsible for the care of the person concerned.
- 14.4 An employee shall not be entitled to short leave under this clause during any period in respect of which the employee has been granted other leave.
- 14.5 Short leave may be taken in conjunction with other leave available under subclauses 15A.2, 15A.3, 15A.4, 15A.5 and 15A.6 in clause 15A. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 14.6 An employee being an ex-service person may be granted special leave of absence with full pay in one or more periods up to a maximum of seven working days in any period of 12 months for the following purposes:
- (a) to Attend a Hospital Or Visit a Medical Officer for a Pension Application, Appeal Or Review;
 - (b) to attend a hospital or medical officer for periodical examination or attention;
 - (c) to attend a hospital, medical practitioner, specialist, artificial limb maker, maker of surgical appliances or factory for the supply, replacement or repair of an artificial limb or surgical appliance.

14.7 Bereavement entitlements for casual employees

14.7.1 Subject to the evidentiary and notice requirements in 14.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15A.1(c)(ii) of clause 15A, State Personal and Carer's Leave Case - August 1996.

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

14.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

15. Sick Leave

15.1 Where the Board is satisfied that an employee is unable to perform their duties on account of ill health, it may grant absence on full pay for the relevant period set out in paragraph (a) of this subclause or the period set out in paragraph (b) of this subclause, whichever is the longer:

(a) during the first year of service, at the rate of twelve (12) working days per year accrued pro-rata; during the second year of service and thereafter, 20 working days in any period of 12 months; or, alternatively:

(b) by accumulating a period calculated by allowing ten (10) working days for each completed year of service and deducting therefrom the period of sick leave on full pay taken by an employee during the person's period of service, provided that:

(i) leave under this clause shall not be granted for a continuous period in excess of 120 working days;

(ii) the maximum period of sick leave on full pay which may be granted to an employee during their service shall not exceed 400 working days, unless specially approved by the employing Board.

(c) The benefits conferred by this clause shall be deemed to accrue as from the date of the employee being first employed by a Board and there has been no interruption of service except for a period of any award leave to which the person was entitled.

15.2 The employee shall, as soon as practicable from the commencement of such absence, inform the Board or the Board's representative of the employee's inability to attend for duty and the estimated duration of absence.

15.3 The Board, on being satisfied that further leave in addition to that provided for in subclause 15.1 of this clause is necessary on account of illness, may grant such further leave on such terms as it may consider appropriate in the circumstances of the case.

15.4 Any employee absent on account of illness for any period exceeding three consecutive working days shall submit to the Board a medical certificate, and the Board may require provision of a medical certificate in respect of absence for a shorter period owing to illness.

15.5 The Board may send a medical practitioner or may send an employee to a medical practitioner to examine any employee who is absent from duty on account of illness and, if the Board is satisfied by the report of such medical practitioner that the illness of such employee has been caused by the person's own misconduct, the fee of the medical practitioner and the employee's salary for each working day of absence shall be deducted from any monies due or to become due to the employee. Any employee aggrieved by any such deduction may appeal in accordance with the procedures in clause 32, Dispute Settling Procedures.

15.6

- (a) If the Board has reason to believe an employee is in such a state of health as to render them a danger to their fellow officers or to the public, it may require the employee to obtain and furnish a report of the person's condition from a duly qualified medical practitioner for examination either by a Government medical officer or by a medical practitioner named by the Board. The required report is to be provided at the Boards expense.
- (b) Upon receipt of the medical report the Board may direct the employee to absent themselves from their duties for a specified period and the employee's absence shall be regarded as absence on leave owing to illness and such leave shall be granted on terms and conditions set out in this clause.

15.7 If the absence from duty of an employee arises from circumstances which may give rise to a claim for payment under the Workers' Compensation Act 1988, the employee concerned may be paid salary to the extent of the sick leave for which the person is eligible in accordance with this clause and such payment shall be regarded as being made pending determination of the conditions on which leave shall be granted and shall be adjusted when such determination has been made.

15.8 Payments made in accordance with subclause 15.7 of this clause shall be regarded as inclusive of compensation (other than medical expenses) to which the employee may be entitled under the said Act.

15.9 Where the employee is injured or becomes ill under circumstances which may render the person eligible to claim compensation under the said Act and such employee states that they do not intend to claim workers compensation, leave with pay shall not be granted to such employee.

15.10 Where the circumstances of any injury to or illness of an employee may give rise to a claim for damages or compensation otherwise than under the said Act, sick leave may be granted by the Board in accordance with this clause, upon completion by the employee of an undertaking in a form approved by the Board that, in the event of the person's recovering damages or compensation in respect to the injury or illness, the person shall repay to the Board the monetary value of any sick leave granted in respect of such injury or illness.

15.11 All accumulated sick leave is to be transferred to another Board where the employee is appointed from one Board to another Board without a break in service, except for accumulated leave under this award.

15A. State Personal and Carer's Leave Case

15A.1 Use of Sick Leave:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15A.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 34, Dispute Settling Procedures, should be followed.

15A.2 Unpaid Leave for Family Purpose:

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15A.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

15A.3 Annual Leave:

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (d) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

15A.4 Time Off in Lieu of Payment for Overtime:

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

15A.5 Make-up Time:

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

15A.6 Rostered Days Off:

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part- day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

15A.7 Personal Carers Entitlement for casual employees -

- (a) Subject to the evidentiary and notice requirements in 15A.1(b) and 15A.1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15A.1(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

16. Parental Leave

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

16.2 Definitions - For the purpose of this clause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Paternity Leave" means leave of the type provided for in subclause 16.4.
- (c) "Maternity Leave" means leave of the type provided for in subclause 16.3 (and includes special maternity leave).
- (d) "Child" means a child of the employee under the age of one year.
- (e) "Spouse" includes a de facto spouse.
- (f) "Primary Care Giver" means a person who assumes the principal role of providing care and attention for a child.
- (g) "Continuous service" means service under an unbroken contract of employment with a Board or Boards and includes:
 - (i) any period of leave taken in accordance with this subclause;
 - (ii) any period of leave or absence authorised by the Board or by the award.

16.3 Maternity Leave:

16.3.1 An employee who is entitled to take maternity leave shall be entitled to payment at the ordinary rate of pay for a period of 14 weeks in accordance with clause 16.3.1(a) of this award. The provisions of this clause with respect to paid maternity leave commence on and from 1 January 2009.

- (a) the ordinary rate of pay shall be determined based on the average of ordinary weekly hours worked by the employee during the 40 week period immediately prior to commencing such paid maternity leave, provided that the average of such ordinary weekly hours cannot exceed 38 hours per week.
- (b) Payment for the maternity leave may be made as follows:
 - (i) at the ordinary rate of pay as determined pursuant to clause 16.3.1(a)
 - (ii) at half the ordinary rate of pay for a period of 28 weeks as determined pursuant to clause 16.3.1(a) Any leave accrued pursuant to clause 16.3.1(b)(ii) shall accrue on a pro rata basis.

16.3.2 Eligibility for Maternity Leave - An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph 16.3.3 hereof, shall be entitled to a period of up to 52 weeks maternity leave, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Subject to paragraphs 16.3.5 and 16.3.8 of this subclause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

16.3.3 Certification - When applying for maternity leave the employee must produce to her employer a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.

The employee must also produce to her employer a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

16.3.4 Notice Requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (c) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) of this paragraph if such failure is occasioned by the confinement occurring earlier than the presumed date.

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 16.3.9, 16.3.10, 16.3.11 and 16.3.12 of this subclause.

16.3.6 Variation of period of maternity leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.3.7 Cancellation of maternity leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

16.3.8 Special maternity leave and sick leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause.
- (c) For the purposes of paragraphs 16.3.9, 16.3.10 and 16.3.11 of this subclause, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this clause, to the position she held immediately before such transfer.

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

16.3.9 Maternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

16.3.10 Effects of maternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.3.11 Termination of employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.3.12 Return to work after maternity leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this subclause, to the position which she held immediately before such transfer or, in relation to an employee who has worked part-time during the pregnancy, the position she held immediately before commencing such part - time work.

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

16.3.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.4 Paternity Leave:

16.4.1 Nature of Leave - Paternity leave is unpaid leave.

16.4.2 Eligibility for paternity leave - A male employee, upon production to his Board of the certificate required by paragraph 16.4.3 shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;

- (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months' continuous service with the Board immediately preceding the date upon which he proceeds upon either period of leave.

16.4.3 Certification

- (a) When applying for paternity leave the employee must produce to his employer a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place.
- (b) In relation to any period to be taken under subparagraph (b) of this paragraph, the employee must also produce a statutory declaration stating:
 - (i) he is seeking that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

16.4.4 Notice Requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certification required in paragraph 16.4.3 of this subclause.
- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) of this paragraph, if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph 16.4.3 of this subclause.

16.4.5 Variation of period of paternity leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause:
 - (i) the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of paternity leave taken under subparagraph (b) of paragraph 16.4.2 of this subclause may, with the consent of the employer, be shortened by the employee giving not

less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.4.6 Cancellation of paternity leave

Paternity leave, applied for under subparagraph (b) of paragraph 16.4.2 of this subclause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

16.4.7 Paternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

16.4.8 Effect of paternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.4.9 Termination of employment -

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.4.10 Return to work after paternity leave

- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2.
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which he held immediately before proceeding on paternity leave or, in relation to an employee who has worked part-time under this clause, to the position he held immediately before commencing such part-time work.

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

16.4.11 Replacement employees -

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before a Board engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- (c) Before a Board engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.5 Adoption Leave:

16.5.1 Nature of Leave - Adoption leave is unpaid leave.

16.5.2 Definitions - For the purposes of this subclause:

- (a) "Child" means a person under the age of five years who has not previously lived continuously with the employee concerned for a period of six months, or who is not a child or stepchild of the employee or of the spouse of the employee and is placed with the employee for the purpose of adoption.
- (b) "Relative adoption" occurs where a child, as defined, is adopted by a parent, spouse of a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

16.5.3 Eligibility

An employee, upon production to the employer of the documentation required by paragraph 16.5.4 of this subclause shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care giver of the child. This entitlement shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph (a) of this paragraph; and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

Such leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

16.5.4 Certification

Before taking adoption leave the employee must produce to the Board:

- (a)
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

- (b) In relation to any period of leave to be taken under subparagraph (b) of paragraph 16.5.3, a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

16.5.5 Notice requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under subparagraph (b) of paragraph 16.5.3.
- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (b) of paragraph 16.5.3, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) of this paragraph if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

16.5.6 Variation of period of adoption leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph 16.5.3:
 - (i) the period of leave taken under subparagraph (b) of paragraph 16.5.3 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.
- (b) The period of adoption leave taken under subparagraph (b) of paragraph 16.5.3 hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.5.7 Cancellation of adoption leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

16.5.8 Special leave

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

16.5.9 Adoption leave and other entitlements

- (a) Provided the aggregate of any leave, including adoption leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.5.3 of this subclause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

16.5.10 Effect of adoption leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.5.11 Termination of employment

- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (b) A Board shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.5.12 Return to work after adoption leave

- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph 16.5.3 of this clause.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or, in relation to an employee who has worked part-time under this clause, the position held immediately before commencing such part-time work.

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

16.5.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before a Board engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.6 Part-time work:

16.6.1 Definitions - For the purposes of this subclause:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause, whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

16.6.2 Entitlement - With the agreement of the employer

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

16.6.3 Return to former position

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

16.6.4 Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph 16.6.5 of this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

16.6.5 Part-time work agreement -

- (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it shall be produced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (d) The terms of this agreement shall apply to part-time employment.

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

16.6.7 Overtime - An employer may request, but not require, an employee working part-time under this clause to work overtime.

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

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

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

16.6.10 Replacement employees -

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs 16.6.4, 16.6.5, 16.6.6 and 16.6.9 of this subclause apply to the part-time employment of a replacement employee.

- (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (g) of subclause 16.2 of this clause.

16.7 Family Provisions Case - Parental Leave

16.7.1 Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

16.7.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

16.7.3 Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 16.7.3(a)(ii) and 16.7.3(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 16.7.3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

16.7.4 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (a) of this paragraph.

17. Dissolution of a Board

Where a Board is dissolved, by reason of its amalgamation with another Board, or otherwise, the following provisions shall apply with respect to the employees of the dissolved Board, provided that they have been employed by the dissolved Board for a continuous period of at least 12 months immediately prior to the dissolution of the dissolved Board:

- (a) If after the dissolution they are employed by the Board which assumes all or part of the functions of the dissolved Board (hereinafter called the new Board), the employee during the first two years of their employment by the new Board or until their employment is terminated, whichever is the shorter period, shall be paid a salary at a rate which, except for basic wage variations, will not be less than the rate which they were being paid immediately before the date of dissolution of the dissolved Board.
- (b) If after the dissolution the employee is not employed by the new Board or if their employment is terminated by the new Board, other than for misconduct, within two years of the date of dissolution of the dissolved Board the employee shall, on the termination of their employment, be paid by the dissolved Board, if not employed by the new Board or by the new Board if they are so employed, a sum equal to five weeks salary for each year of continuous service as an employee of Rural Lands Protection Boards, at a rate equal to the average weekly amount of their salary during the fifty-two weeks immediately preceding the date of dissolution of the dissolved Board; provided that in no circumstances shall the total amount payable under this clause exceed a sum equal to 104 weeks salary at such rate.

18. Change, Redundancy and Termination

18.1 Change - Board's Duty to Notify Change:

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

18.2 Board's Duty to Discuss Change:

- (a) The Board shall discuss with the employees affected and the Association and/or Union, the introduction of the changes referred to in subclause 18.1 of this clause, the effects the changes are

likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Association and/or Union in relation to the changes.

- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Board to make the changes referred to in subclause 18.1 of this clause.
- (c) For the purposes of such discussion, the Board shall provide in writing to the employee concerned and the Association and/or Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any Board shall not be required to disclose confidential information, the disclosure of which would be inimical to the Board's interest.

18.3 Redundancy:

(a) Discussions Before Terminations

- (i) If a Board has made a definite decision that it wishes to delete an occupied position and if such a decision may lead to termination of employment, the employer shall hold discussions with any affected employees and with the Association and/or Union and with the Council.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (i) of this paragraph and shall cover any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) For the purposes of the discussions the employer shall, as soon as practicable, provide in writing to the employees concerned and to the Council and Association and/or Union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

(b) Transfer to Lower-paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (i) of paragraph (a) of this subclause, the employee shall be entitled to the same period of notice of transfer to which they would have been entitled if their employment had been terminated and the Board may, at the Board's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new lower ordinary-time rate for the number of weeks of notice still owing.

- (c) Severance Pay - In addition to the period of notice prescribed for ordinary termination in this award and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof shall be entitled to two weeks' pay for every year of service, to a maximum of 26 weeks pay.

"Weeks pay" means the ordinary-time rate of pay for the employee concerned.

- (d) Employee Leaving During Notice Period - An employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had they remained with the Board until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

- (e) Alternative Employment - A Board in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Board obtains acceptable alternative employment for an employee.
- (f) Time Off During Notice Period
 - (i) During the period of notice of termination given by the Board, an employee shall be allowed up to one working day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than one working day during the notice period for the purpose of seeking other employment the employee shall, at the request of the Board, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (g) Employees With Less Than One Year's Service - This clause shall not apply to employees with less than one year's continuous service and the general obligation on Boards should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (h) Employees Exempted - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

18.4 Termination:

- (a) Nothing in this award shall affect the right of the Board to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, provided that no employee shall be dismissed without notice for:
 - (i) sickness, accident or injury if he or she informs the Board or the Board's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day;
 - (ii) any other reasonable cause if he or she informs the Board or the Board's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day.
- (b) Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct, while legitimately absent from duty on accrued sick leave or annual leave.
- (c) An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- (d)
 - (i) Notice of termination by a Board:
 - (1) In order to terminate the employment of an employee the Board shall give to the employee the following written notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in section (1) hereof, employees over 45 years of age at the time of the giving of the notice, with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the prescribed notice in section (1) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (4) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (5) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal such as malingering, misconduct, incompetence, inefficiency or neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (ii) Where a Board has given notice of termination to an employee, an employee shall be allowed up to one working day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Board or the Board's representative.
- (iii) The Board shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the employee.
- (iv) Termination of employment by a Board shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include terminations with or without notice. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, union membership or activity, non-union membership or activity, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- (e) Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of a Board save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the Board shall have the right to withhold moneys due to the employee of an amount equal to the period of notice not given.

19. Removal Expenses

- 19.1 With the prior approval of the employing Board, where a current employee of a Board is required to change domicile in order to take up a position of Manager, Executive Officer, Customer Service Officer, Office Coordinator or Ranger, such an employee is entitled to reimbursement of up to \$1,500 for actual reasonable removal expenses on the production of receipts.

19.2 Where a General Manager or District Veterinarian applies for a position in another district in answer to an advertisement and is appointed, the General Manager or District Veterinarian shall be eligible for the removal expenses as detailed in subclause 19.3

19.3

- (a) The actual cost of conveyance of the General Manager or District Veterinarian and their family transferring from one district to another, together with reasonable expenses of removal of furniture and effects, shall be allowed.
- (b) Application for expenses in respect of removal of furniture and effects shall be presented to the Board and shall be accompanied by:
 - (i) an inventory of the furniture and effects including the appropriate gross weight; and
 - (ii) quotations from carriers for the cost of removal. The quotations shall be obtained, where practicable, from at least two carriers and should show the cost of removal from house to house.
- (c) The liability of the Board for removal expenses shall be limited to the amount specified in the approved quote, but the furniture and effects may be removed in any way the General Manager or District Veterinarian chooses. The Board shall in no case be responsible for any damage done to furniture and effects in the course of removal, but shall reimburse the amount of the premium in respect of an insurance policy effected by the General Manager or District Veterinarian up to the maximum rate currently charged by the tariff insurance companies to cover such risks as collision, fire, overturning of vehicles and other risks for which a common carrier is not normally liable, subject to the maximum insurable value of the furniture and effects not exceeding \$40,000.

19.4 Where a District Veterinarian whose removal expenses are being paid by the Board finds it necessary to secure board and lodging for self and dependant relatives while waiting:

- (a) to commence or continue the journey to the new location; or
- (b) to secure a residence or accommodation at the new location,

the District Veterinarian shall be allowed one half of the actual cost so incurred for a period not exceeding one week in the first case and four weeks in the second. If the Board is satisfied that the District Veterinarian has made every reasonable but unsuccessful endeavour to secure a home or accommodation at the destination, the allowance may be continued for an additional period not exceeding four weeks. In special cases where the Board is satisfied that a further continuation of the allowance is warranted, an allowance not exceeding \$25 per week may be granted for an additional period not exceeding five weeks.

20. Conference Attendance and Industrial Leave

20.1 Attendance at conferences of the District Veterinarians, Rangers, Managers, and Customer Service Officers or any other conference or meeting where attendance is required by the Board or State Council, the employee shall be deemed to be on their normal duties.

20.2 Any member of the PSA Departmental Committee or an AWU Branch Executive when attending a meeting of the committee approved by the PSA or AWU respectively shall be granted leave on full pay while so attending but expenses will not be paid by the Board or the State Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the Workers Compensation Act.

20.3 The PSA and AWU or its delegates shall notify the State Council of the members of the PSA Departmental Committee or AWU Branch Executive respectively required to attend such meeting and the date of such meeting.

- 20.4 Any member of the Joint Consultative Committee attending a meeting with the State Council shall be granted leave on full pay while so attending but expenses will not be paid by the Board or the State Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the *Workers Compensation Act*.

21. Living Allowance

- 21.1 An employee who as at 1 January 1995 was receiving a living allowance shall continue to do so. Such allowances are set out in Items 2, 3 and 4 of Table 2 - Allowances, of Part B, Monetary Rates.
- 21.2 No further increases will apply to these allowances.

22. Travelling Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

Where an Employee Travels on Official Duty with the Approval of the Board the employee shall be allowed:

- (a) The use of a Board vehicle or the cost of conveyance by rail, bus or aircraft and, in the case of emergency, cost of hiring a car or other vehicle.
- (b) If the employee's private car is used at the request of the general manager (or the Chairperson of the Board of the Authority in relation to the General Manager) an amount as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices.
- (c) If the employee's requests and the general manager (or the Chairperson of the Board of the Authority in relation to the General Manager) agrees that the employee may use their private car the casual rate as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices. The casual rate can be paid so long as the allowance is not greater than the cost of travel by public or other available transport.
- (d) These provisions shall also be applicable to employees when attending conferences.

23. Accommodation Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

- 23.1 Where overnight accommodation is required -

- (a) Where in the course of duties, an employee is required to spend one or more nights away from home with the prior approval of the Board, the employee shall be entitled to all reasonable actual expenses, providing receipts are produced to the Board together with an incidental expenses allowance set out in Item 6 of Table 2. Expenses include accommodation, breakfast, lunch, dinner and transport costs. Transport costs are specified in clause 22, Travelling Allowance.
- (b) As an alternative to actual expenses, the employee may elect to receive the accommodation allowance as set out in Item 7 of Table 2 - Allowances, of Part B, Monetary Rates, (or such higher rates as apply to NSW Public Servants as published in the Public Service Notices) without providing receipts to the Board. The accommodation allowance for the Capital City of Sydney applies to accommodation where the telephone number commences with the numbers 028 or 029 in accordance with the Premiers Directions. The provisions of this clause will not apply in circumstances where a third party is providing accommodation to the employee and the employee does not have to pay for it.
- (c) The accommodation allowance is calculated on the hourly basis from the time that the employee leaves home or place of employment until the time that the employee returns home or to the

place of employment. The accommodation allowance covers accommodation, breakfast, lunch, dinner and incidentals but does not cover transport costs. Transport costs can be claimed in addition to the allowance.

23.2 Cost of Meals - One day Journeys

Where overnight accommodation is not required -

Where the Board is satisfied that an employee reasonably incurs additional expenses for breakfast, lunch or dinner, the employee may be reimbursed the actual cost of breakfast, lunch or dinner up to the amounts set out in Items 8, 9 and 10 of the said Table 2, or such higher amounts as apply to NSW Public Servants as published in the Public Service Notices, providing receipts are produced to the Board.

23.3 Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, or as provided by State Council Guidelines.

24. Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

- (i)
 - (a) A permanent solid floor structure, externally clad and internally lined.
 - (b) A bed and mattress and pillow.
 - (c) A lockable door and windows that are fly screened.
 - (d) Table and chairs.
 - (e) Artificial lighting.
 - (f) Heating if required.
 - (g) Shower facilities with hot and cold water.
 - (h) Toilet facilities that are fly proof.
 - (i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
 - (j) Adequate supplies of fresh drinking water.
- (ii) In the event of there being no permanent structure, the Board shall provide a caravan with amenities equivalent to those required above.
- (iii) Where the Board is unable to provide such equipment specified above, with Board approval the employee shall be:
 - (a) reimbursed for the cost of hiring such equipment upon production of receipts; or
 - (b) be paid the daily allowance for providing their own equipment.
- (iv) An employee may provide their own bedding or sleeping bag and be paid the bedding allowance. Otherwise the employer shall provide necessary sheets, blankets or sleeping bag.

- (v) Camping allowance and amounts per day as set out in Items 11-14 of Table 2 - Allowances, of Part B, Monetary Rates or such higher amounts as apply to NSW Public Servants as published in the Public Service Notices.

25. Protective Clothing and Equipment

Special protective clothing shall be provided in accordance with the Occupational Health and Safety Act 1983 and its associated regulations. The list (Circular 92/4) shall be reviewed in consultation with the Association and the Union.

26. Horse Allowance

If the Board requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 15 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the horse is used.

27. Dog Allowance

If the Board requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 16 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the dog is used.

28. Flying Allowance

Where an employee is required by the Board to work from an in-flight situation they shall be paid an allowance as set out in Item 17 of Table 2 - Allowances (or such higher amount as apply to NSW Public Servants as published in the Public Service Notices). The flying allowance payable under this Clause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

29. Motor Vehicle Usage and Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

- 29.1 All General Managers, District Veterinarians, Rangers and when required by the Board, Field Assistants shall be provided with appropriate motor vehicles by the Board for official use. All hard top and enclosed motor vehicles shall be provided with air conditioning units. All upkeep, running expenses, registration, insurance, maintenance, etc., associated with the motor vehicle shall be paid by the Board.
- 29.2 Where an employee is required, at the request of the general manager (or the Chairperson of the Board of the Authority in relation to the General Manager), to use their private vehicle in the normal course of duties, an amount as set in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, or such higher rates as apply to NSW Public Servants as published in the Public Service Notices.
- 29.3 If an employee's requests and the general manager (or the Chairperson of the Board of the Authority in relation to the General Manager) agrees that the employee may use their private car the casual rate as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices. The casual rate can be paid so long as the allowance is not greater than the cost of travel by public or other available transport.
- 29.4 Staff of a Board, excluding a staff member classified under this Award in the position of General Manager, required to use a motor vehicle provided by the Board in the course of their duties may, at the discretion of the Board, be granted private use of the motor vehicle on such conditions as the Board determines.
- 29.5 The General Manager may elect to use the vehicle provided by the Board for private purposes conditional upon the General Manager paying to the Board an after tax contribution equal to the taxable value of the car fringe benefit in the year the car fringe benefit was provided. This contribution must be made by way of an after tax deduction from the Generals Managers fortnightly salary.

30. Telephone Expenses

- 30.1 If an employee is required by the Board to make and/or receive telephone communications in the employee's private residence for the convenience of ratepayers or others in connection with the execution of their duties outside normal hours, the Board shall pay the cost of any necessary telephone connection(s) or reconnection(s) and the payment of full rental and all outgoing calls made in connection with the employee's duties which have been recorded.
- 30.2 A Board may, by agreement with the employee, pay a telephone allowance in lieu of payment specified in clause 30.1.
- 30.3 Where the connection is outside the urban boundaries of a town, village, city, etc. and the Board may require connection and the connection fee exceeds the average connection fee for that urban area, the payment of additional connection costs may be negotiated.
- 30.4 A Board may at its discretion, pay such proportion of private calls from such telephone mentioned in the Award as the Board determines and under such conditions as the Board determines.

31. Home Office Allowance

Where the Board, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

- (a) A formal Agreement shall be signed by the Board and the Employee before such official use of the space.
- (b) The Board will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Board.
- (c) The furniture and equipment provided by the Board shall remain the property of the Board.
- (d) An Allowance per year of an amount set out in Table 2 - Allowances, payable to the Employee on a fortnightly basis in arrears, shall be paid by the Board on commencement of the use of the room after the Agreement has been signed.
- (e) The amount of the Allowance will increase in accordance with the amount specified in the Crown Employees (Public Service Conditions of Employment) Award for using a room at home as an office.
- (f) If the Agreement is cancelled in writing by either party, no further payments shall be paid by the Board and no amounts shall be refunded by the Employee.

32. Deduction of Association and Union Membership Fees

- (i) The Association and the Union shall provide the employer with a schedule setting out fortnightly membership fees payable by members of the Association and the Union in accordance with their rules.
- (ii) The Association and 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 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 fortnightly membership fees from the pay of any employee who is a member of the Association or Union provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from the employee's pay shall be forwarded at least monthly to the Association or Union together with all necessary information to enable the Association or Union to reconcile and credit subscriptions to employees' membership accounts.

- (v) Unless other arrangements are agreed to by the employer and the Association or Union, all membership fees shall be deducted on a fortnightly basis.
- (vi) An employee may revoke, with two (2) weeks notice in writing, any authorisation to the employer to make payroll deductions of membership fees.
- (vii) There shall be no requirements to make deductions for casual employees with less than two (2) months service (continuous or otherwise).
- (viii) Where an employee has already authorised the deduction of the Association or 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.

33. Indexation of Allowances

With the exception of clauses 21 Living Allowance; 22 Travelling Allowance; 23 Accommodation Allowance; 28 Flying Allowance; 29 Motor Vehicle Usage and Allowance; and 32 Home Office Allowance, all allowances shall be moved automatically in accordance with movements in the State Wage Case decisions.

34. Dispute Settling Procedures

- 34.1 The intention of the following procedures is to establish an equitable and orderly procedure for discussing and settling complaints and grievances. It is not intended to prescribe or offset the right of any party to instigate proceedings under the provisions of the *Industrial Relations Act 1996*.
- (i) Where a dispute arises at a particular location which cannot be resolved between the employee and/or their representative and the relevant supervisor it shall be referred to the Chairperson in an attempt to resolve the matter.
 - (ii) Failing settlement of the issue at this level, the matter shall be referred to the Board for their advice and assistance.
 - (iii) Failing settlement of the issue at this level, the matter shall be referred to the Council for their advice and assistance.
 - (iv) If the matter remains unresolved, the parties shall agree that the matter can be referred to the appropriate tribunal under the *Industrial Relations Act 1996*.
 - (v) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.
 - (vi) The right is reserved to the parties to vary this procedure where a bona fide safety factor is involved.
- 34.2 Notwithstanding Clause 34.1, the Board shall not make a monetary offer in settlement of a dispute without the prior written approval of the Council.

35. No Extra Claims

- 35.1 The Association and the Union undertake not to pursue any new salaries or conditions claims arising from negotiation of productivity and efficiency improvements resulting in this Award.
- 35.2 The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims to take effect during the term of this Award except for any areas so agreed between the parties.
- (a) Leave is reserved for the parties to make application to the Industrial Relations Commission of New South Wales during the nominal term of this Award, to seek the future inclusion of

progression criteria for all positions and changed grades for the positions below the grade of Senior Ranger, Senior Veterinarian or Office Coordinator.

36. 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 or indirect 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:
 - (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.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

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

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

36A. Secure Employment

36A.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

36A.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment

converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 36A.2(b), upon receiving notice under paragraph 36A.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 36A.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 36A.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act* 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

36A.3 Occupational Health and Safety

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

- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 36A.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

36A.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

36A.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

37. Area, Incidence and Duration

- 37.1 This award rescinds and replaces the Rural Lands Protection Boards Salaries and Conditions Award 2007 published 8 February 2008 (364 I.G. 1069) and all variations thereof.
- 37.2 It shall apply to District Veterinarians, Senior District Veterinarians, Rangers, Senior Rangers, Field Assistants, Administrative Assistants, Customer Service Officers, Office Coordinators, Administrative Officers, General Managers, Executive Officers, and Managers employed under the *Rural Lands Protection Act 1998* under the jurisdiction of the Rural Lands Protection Boards (State) Industrial Committee.
- 37.3 It shall take effect from the beginning of the first pay period to commence on or after 1 July 2008 and shall remain in force thereafter until 30 June 2011.

PART B
MONETARY RATES

Table 1 - Salaries

(1) District Veterinarians

Award classification	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
Grade 1				
Grade 1 - 1st Year	\$56,465	\$58,724	\$61,073	\$63,515
Grade 1 - 2nd Year	\$56,873	\$59,148	\$61,514	\$63,974
Barrier				
Grade 2				
Grade 2 - 1st Year	\$59,725	\$62,114	\$64,599	\$67,183
Grade 2 - 2nd Year	\$62,036	\$64,517	\$67,098	\$69,782
Grade 2 - 3rd Year	\$65,751	68,381	\$71,116	\$73,961
Barrier				
Grade 3				
Grade 3 - 1st Year	\$69,781	\$72,572	\$75,475	\$78,494
Grade 3 - 2nd Year	\$73,442	\$76,380	\$79,435	\$82,612
Grade 3 - 3rd Year	\$79,342	\$82,516	\$85,816	\$89,249
Barrier				
Grade 4				
Grade 4 - 1st Year	\$83,906	\$87,262	\$90,753	\$94,383
Grade 4 - 2nd Year	\$86,419	\$89,876	\$93,471	\$97,210
Grade 4 - 3rd Year	\$88,962	\$92,520	\$96,221	\$100,070

1.1 An additional per annum allowance of \$1,592 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts.

1.2 No further increases to apply to this allowance.

1A. Senior Veterinary Officer

Classification	Salary as at 11 February 2009	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
Senior Veterinary Officer	\$101,500	\$105,560	\$109,782

(2) Managers & Executive Officers

Managers	Grade
CENTRAL TABLELANDS	M3
TAMWORTH	M3
YOUNG	M3
NORTHERN NEW ENGLAND	M3
ARMIDALE	M3
YASS	M3
MOSS VALE	M3
HUME	M3

NORTHERN SLOPES	M3
MUDGEE/MERRIWA	M3
FORBES	M3
WAGGA WAGGA	M3
MOREE	M3
SOUTH COAST	M2
GUNDAGAI	M2
DUBBO	M2
RIVERINA	M2
HUNTER	M2
NARRABRI	M2
COONAMBLE	M2
COOMA	M2
MURRAY	M2
KEMPSEY	M2
GOULBURN	M2
GRAFTON	M2
MOLONG	M2
HAY	M1
NARRANDERA	M1
CONDOBOLIN	M1
COONABARABRAN	M1
NYNGAN	M1
WALGETT	M1
TWEED-LISMORE	M1
GLOUCESTER	M1
CASINO	M1
MAITLAND	M1
BRAIDWOOD	M1
BOMBALA	M
Executive Officers	
BOURKE	EO
BALRANALD	EO
COBAR	EO
BREWARRINA	EO
HILLSTON	EO
BROKEN HILL	EO
WILCANNIA	EO
WENTWORTH	EO
MILPARINKA	EO
WANAARING	EO

Manager - Grade	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
M3				
M3 - 1st Year	\$70,192	\$73,000	\$75,920	\$78,956
M3 - 2nd Year	\$72,531	\$75,432	\$78,450	\$81,588
M3 - 3rd Year	\$74,871	\$77,866	\$80,980	\$84,220
M2				
M2 - 1st Year	\$65,513	\$68,134	\$70,859	\$73,693
M2 - 2nd Year	\$67,852	\$70,566	\$73,389	\$76,324
M2 - 3rd Year	\$70,192	\$73,000	\$75,920	\$78,956
M1				
M1 - 1st Year	\$60,833	\$63,266	\$65,797	\$68,429

M1 - 2nd Year	\$63,172	\$65,699	\$68,327	\$71,060
M1 - 3rd Year	\$65,513	\$68,134	\$70,859	\$73,693
M				
M - 1st Year	\$52,644	\$54,750	\$56,940	\$59,217
M - 2nd Year	\$54,983	\$57,182	\$59,470	\$61,848
M - 3rd Year	\$57,323	\$59,616	\$62,001	\$64,481
Executive Officer (EO) - Grade	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
EO - 1st Year	\$44,455	\$46,233	\$48,083	\$50,006
EO - 2nd Year	\$45,624	\$47,449	\$49,347	\$51,321
EO - 3rd Year	\$46,795	\$48,667	\$50,613	\$52,638
EO - 4th Year	\$47,965	\$49,884	\$51,879	\$53,954

2A. General Managers

Classification	Salary as at 1 December 2008	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
General Manager (other than a General Manager employed in the Western Division)	\$105,000	\$109,200	\$113,568
General Manager (employed in the Western Division)	\$68,000	\$70,720	\$73,549

(3) Customer Service Officers

Award classification Customer Service Officer (CSO)	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
CSO Grade 1 - 1st year	\$34,510	\$35,890	\$37,326	\$38,819
CSO Grade 2 - 1st year	\$35,106	\$36,510	\$37,971	\$39,489
CSO Grade 2 - 2nd year	\$35,681	\$37,108	\$38,593	\$40,136
CSO Grade 3 - 1st year	\$36,266	\$37,717	\$39,225	\$40,794
CSO Grade 3 - 2nd year	\$37,435	\$38,932	\$40,490	\$42,109
Barrier				
CSO Grade 4 - 1st year	\$38,606	\$40,150	\$41,756	\$43,426
CSO Grade 4 - 2nd year	\$39,775	\$41,366	\$43,021	\$44,741
Barrier				
Award classification Senior Customer Service Officer (SCSO)	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
SCSO Level 1	\$40,945	\$42,583	\$44,286	\$46,058
Barrier				
SCSO Level 2	\$42,699	\$44,407	\$46,183	\$48,031

(4) Office Coordinators

Award classification Office Coordinators	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
1st year	\$44,455	\$46,233	\$48,083	\$50,006
Barrier				
2nd year	\$45,040	\$46,842	\$48,715	\$50,664
Barrier				
3rd year	\$45,624	\$47,449	\$39,347	\$51,321

4A. Office Coordinator - Applicable to Office Coordinators appointed in relation to the creation of Livestock Health and Pest Authorities on 1 January 2009.

Classification	Salary as at 11 February 2009	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
Office Coordinator	\$55,000	\$57,200	\$59,488

(5) Rangers

Award classification - Ranger	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
Ranger Grade 1				
Ranger Grade 1 1st year	\$40,822	\$42,455	\$44,153	\$45,919
Ranger Grade 2				
1 st year	\$42,228	\$43,917	\$45,674	\$47,501
Level 2 (refer to clause 5.5.3(iii))	\$42,812	\$44,524	\$46,305	\$48,158
2 nd year	\$43,806	\$45,558	\$47,381	\$49,276
Level 2 (refer to clause 5.5.3(iv))	\$44,391	\$46,167	\$48,013	\$49,934
3 rd year	\$45,488	\$47,308	\$49,200	\$51,168
Level 2 (refer to clause 5.5.3(v))	\$46,072	\$47,915	\$49,831	\$51,825
Barrier				
Grade 3				
Level 1	\$47,029	\$48,910	\$50,867	\$52,901
Barrier				
Level 2	\$48,784	\$50,735	\$52,765	\$54,875
Grade 4				
Level 1	\$49,215	\$51,184	\$53,231	\$55,360
Barrier				
Level 2	\$52,139	\$54,225	\$56,394	\$58,649
Grade 5 Managing Ranger				
Level 1	\$54,085 (inclusive of supervision allowance)	\$56,248 (inclusive of supervision allowance)	\$58,498 (inclusive of supervision allowance)	\$60,838 (inclusive of supervision allowance)

Barrier				
Level 2	\$57,010 (inclusive of supervision allowance)	\$59,290 (inclusive of supervision allowance)	\$61,662 (inclusive of supervision allowance)	\$64,128 (inclusive of supervision allowance)

- 5.1 An amount of \$1000 shall be added to the salary of Rangers Grades 1, 2 and 3 and \$1500 added to the salary of Rangers Grades 4 and 5, on attaining a Diploma that, in the opinion of State Council, is relevant, OR
- 5.2 An amount of \$2000 shall be added to the salary of Rangers Grades 1, 2, and 3, and \$2500 added to the salary of Rangers Grades 4 and 5, on attaining a Degree that, in the opinion of State Council, is relevant.
- 5.3 The amounts set out in 5.1 and 5.2 shall not be cumulative.

5A. Senior Rangers

Classification	Salary as at 11 February 2009	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)
Senior Ranger (other than a Senior Ranger employed in the Western Division)	\$70,000	\$72,800	\$75,712
Senior Ranger (employed in the Western Division)	\$57,000	\$59,280	\$61,651

(6) Field Assistants

Award classification - Field Assistants	Salary as at 1 July 2007 (includes 4% increase)	Salary as at 1 July 2008 (includes 4% increase)	Salary as at 1 July 2009 (includes 4% increase)	Salary as at 1 July 2010 (includes 4% increase)
Level 1	\$35,233	\$36,642	\$38,108	\$39,632
Level 2	\$37,731	\$39,240	\$40,810	\$42,442
Senior	\$40,822	\$42,455	\$44,153	\$45,919

Table 2 - Allowances

As at 1 July 2008

Item No.	Clause No.	Brief Description	Amount	
1	5.5.2	Supervising Field Assistants, Rangers, Labourers or Contractors	\$43.99 per week.	
	21	Living Allowance - (Grades as defined in Public Service Handbook) for Employees employed before 1.1.1995 only.	With Dependants Per annum	Without Dependants Per annum
2	21	Grade A	\$1,083.00	\$758.00
3	21	Grade B	\$1,444.00	\$1,012.00

4	21	Grade C	\$1,926.00	\$1,348.00			
5	22(b) 29.2	Travelling Allowance If the Employees private car is used	58.0 cents/km	(engine capacity under 1600cc)			
			69.0 Cents/km	(engine capacity from 1601cc - 2600cc)			
			70.0 cents/km	(engine capacity over 2601cc)			
5	22(c) 29.3	Travelling Allowance If the Employees private car is used (casual rate)	23.2 cents/km	(engine capacity under 1600cc)			
			27.6 Cents/km	(engine capacity from 1601cc - 2600cc)			
			28.0 cents/km	(engine capacity over 2601cc)			
6	23	Accommodation Allowances -					
		Incidental Expenses Allowance when claiming Actual Expenses	\$15.90 per day				
7	23	Accommodation Allowances					
		Capital Cities	Per Day \$	High Cost Country	Per Day \$	Tier 2 Country	Per Day \$
		Adelaide	246.30	Maitland	209.30	Bathurst	199.45
		Brisbane	299.30	Newcastle	217.80	Broken Hill	199.45
		Canberra	234.30	Port Macquarie	216.30	Dubbo	199.45
		Darwin	260.30			Orange	199.45
		Hobart	218.30			Wagga	199.45
		Melbourne	263.30			Wollongong	199.45
		Perth	249.30				
		Sydney	284.30			All Other Country Locations	
							\$182.45
		Meal Expenses	Capital Cities & High Costs Country	Tier 2 & Other Country Centres			
8	23.2	Breakfast	Max \$21.10		Max \$18.85		
9	23.2	Lunch	Max \$23.65		Max \$21.55		
10	23.2	Dinner	Max \$40.65		Max \$37.15		
11	24	Camping allowance	\$34.65 per day - takes into account supplying own food, incidentals and general disability.				
12	24	Equipment Allowance if camping equipment not provided by Board.	\$25.90 per day for supplying own camping equipment.				
13	24	Bedding Allowance if bedding or sleeping bag not provided by Board	\$4.30 per day for supplying own sleeping bag				

14	24	Excess Allowance If required to camp in excess of 40 consecutive days	\$8.25 per day in addition to any other allowance
15	26	Employee requested by the Board to supply own horse and saddle, including responsibility for feeding, grooming and caring in own time	\$8.91 per week
16	27	Employee requested by the Board to supply own dog, including responsibility for housing, caring and feeding in own time	\$4.63 per week per dog
17	28	Flying Allowance	\$16.22 per hour
18	31	Home Office allowance	\$ 756 per year (or such other amount as specified in the Crown Employees Public Service Conditions Award)

NOTE: For reimbursements regarding removal expenses see clause 19, Removal Expenses of Part A.

Table 3 - Long Service Leave Accrual

LONG SERVICE LEAVE ACCRUAL TABLE							
BASED ON A FIVE (5) DAY WEEK							
All figures in this table refer to working days							
Years 1 to 5 are shown for accrual purposes ONLY.							
Years	0-10 Years		Years	10+ Years	Years	10+ Years	
1	4.4	days	11	55 days	21	165	days
2	8.8		12	66	22	176	
3	13.2		13	77	23	187	
4	17.6		14	88	24	198	
5	22.0		15	99	25	209	
6	26.4		16	110	26	220	
7	30.8		17	121	27	231	
8	35.2		18	132	28	242	
9	39.6		19	143	29	253	
10	44.0		20	154	30	264	
					31	275	
Months	0-10 Years		Months	10+ Years	32	286	
1	0.4	days	1	0.9 days	33	297	
2	0.7		2	1.8	34	308	
3	1.1		3	2.7	35	319	
4	1.4		4	3.6	36	330	
5	1.8		5	4.5	37	341	
6	2.2		6	5.4	38	352	
7	2.5		7	6.3	39	363	
8	2.9		8	7.2	40	374	
9	3.3		9	8.1	41	385	

10	3.6		10	9.1	42	396	
11	4.0		11	10.0	43	407	
					44	418	
Weeks	0-10 Years		Weeks	10+ Years	45	429	
1	0.09	days	1	0.23 days	46	440	
2	0.18		2	0.45	47	451	
3	0.27		3	0.68	48	462	
4	0.36		4	0.91	49	473	
					50	484	
Days	0-10 Years		Days	10+ Years	51	495	
1	0.02	days	1	0.05 days	52	506	
2	0.04		2	0.09	53	517	
3	0.05		3	0.14	54	528	
4	0.07		4	0.18	55	539	
5	0.09		5	0.23	56	550	

NOTE: To convert leave taken on a seven (7) day week basis up to 1 July 2004, to a five (5) day week basis in accordance with this Table, multiply the total days taken , (including Saturdays and Sundays), by 5/7.

Example:

Assume 3 weeks (21 days) Long Service Leave taken before 1 July 2004.

Multiply $21 \times 5/7 = 15$ working days.

15 days to be deducted from accrued entitlements in the above table as at 1 July 2004.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 20099

VARIATION

1. Delete Items 2, and 3, from Table 2 - Other Rates and Allowances of Part B - Monetary Rates of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
2	11(v)(a)	Meals (Showrooms, Car Yards, etc.)	12.85
3	11(v)(b)	Meals (Royal Easter Show etc.)	12.85

2. Delete the amount "\$66.00" in subclause (c) and paragraph (iii) of subclause (i) of clause of 7, Supported Wage, and insert in lieu thereof the following:

"\$69.00"

3. Effective on and from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

NURSES, NON-GOVERNMENT SCHOOLS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1581 of 2008)

Before Commissioner Macdonald

18 May 2009

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

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Contract of Employment
4.	Hours
5.	Overtime
6.	Salaries
7.	Call Back
8.	Payment of Salaries
9.	Higher Grade Duty
10.	Time off Duty
11.	Annual Leave
12.	Annual Leave Loading
13.	Long Service Leave
14.	Parental Leave
15.	Sick Leave
16.	Carers Leave
17.	Bereavement Leave
18.	Allowances
19.	Accommodation and Meals
20.	Anti-Discrimination
21.	Dispute Procedure
22.	Labour flexibility
23.	Exemptions
24.	No Extra Claims
25.	Remuneration Packaging
26.	Superannuation
27.	Secure Employment
28.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

Table 3 - Deductions

2. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

- (i) "Accommodation" means a residence, including but not limited to a unit, flat or house, supplied by the Employer to the nurse as part of his or her conditions of employment.
- (ii) "Appropriate weekly rate" means the rate obtained by dividing the relevant annual rate for an employee by 52.142857 calculated to the nearest ten cents - any amount less than five cents to be disregarded.
- (iii) "Association" means the New South Wales Nurses' Association.
- (iv) "Award" means the Nurses, Non-Government Schools (State) Award.
- (v) "Board" means the Nurses' & Midwives Board of New South Wales.
- (vi) "Call Back" means being required to return to school out of rostered hours.
- (vii) "Casual Nurse" means a nurse who is engaged and paid as such.
- (viii) "Employer" means the employer of an employee to whom the award applies.
- (ix) "Full time Nurse" means a nurse who is engaged to work 38 hours per week.
- (x) "Off-Site" means an employee residence other than the school site.
- (xi) "Part time Nurse" means a nurse who is engaged to work regularly, but for less than 38 hours per week.
- (xii) "Registered Nurse" means a person registered by the Board as such.
- (xiii) "Senior Nurse" means a registered nurse appointed to be in charge of one or more registered nurses.
- (xiv) "Nurse in Charge" means a registered nurse appointed to be in charge of four or more registered nurses
- (xv) "Service" for the purpose of clause 6, Salaries, of this award means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, general nurse, geriatric nurse, mental retardation nurse, infants nurse, midwifery nurse, mothercraft nurse or psychiatric nurse, as the case may be; provided that following initial registration as a general, mental retardation or psychiatric nurse, all subsequent registered service shall count.

Provided that incremental salary progression for all part-time and casual employees shall be on the basis of employees having completed the equivalent of one year's full-time employment on each step of the scale i.e. 1,982 hours. All paid leave shall count towards service.

- (xvi) "Temporary Employee" means an employee employed to work full time or part time for a specified period which is not more than a full school year but not less than four school weeks.

Provided that an employee may be employed for a specific period in excess of a full school year but not more than two full school years where such an employee is replacing an employee who is on leave for a specified period in excess of a full school year.

3. Contract of Employment

- (i) Letter of Appointment

On appointment, the employer shall provide to a nurse, other than a casual nurse, a letter setting out the following:

- (a) the classification and rate of pay of the nurse; and
- (b) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year; and
- (c) a statement in relation to superannuation entitlements; and
- (d) whether the rate of pay is payable during term time only or throughout the year in accordance with subclause (iv) of clause 6, Salaries.

If there is a requirement to work during school vacations the number of such days to be worked shall be clearly specified.

(ii) Probationary Period

A new employee may be appointed by the employer, with notice in writing, on a probationary basis for a period not exceeding three months.

(iii) Stand down

- (a) A nurse may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during vacation periods. Provided that such leave of absence during pupil vacation periods shall count as service for all award and statutory purposes.
- (b) Where the employment of a nurse is terminated by the employer in accordance with the provisions of this clause through no fault of the nurse within one week of the end of any school term or during the following vacation, and such nurse whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the Long Service Leave Act, 1955.

(iv) Termination of employment

- (a) Except for the first week of employment, the employment of a full-time or part-time nurse may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of the equivalent wages in lieu of notice.

Period of Notice

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

- (b) Paragraph (a) of this subclause shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (c) The employment of a casual employee may be terminated by one hour's notice by either party.

(v) Statement of Service

On the termination of employment the employer shall, at the request of the nurse, give to such employee a statement signed by the employer stating the period of employment, the nurse's classification, and when the employment terminated.

(vi) Payment on Termination

Nurses terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

4. Hours

The ordinary hours of work, inclusive of meal times, shall be 152 hours per four week cycle and shall not exceed an average of 38 hours per week. The spread of hours shall not exceed twelve in any one day.

Rostered hours include the period where the employee is required to be available for duty other than a period overnight when the employee is sleeping on the premises.

5. Overtime

(i) An employer may require an employee to work reasonable overtime at overtime rates.

All time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift.

(ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

(iii) For the purposes of subclause 5(ii) what is unreasonable or otherwise will be determined having regard to:

- (a) Any risk to employee health and safety;
- (b) The employee's personal circumstances including any family and carer responsibilities;
- (c) The needs of the workplace or enterprise;
- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

6. Salaries

(i) Full-time Nurse

The minimum weekly rate of pay for full-time employees shall, subject to the other provision of this award, be calculated by dividing the rates of pay set out in Table 1 - Wage Rates, of Part B, Monetary Rates by 52.142857

(ii) Part-time Nurse

A part-time nurse shall be paid an hourly rate calculated on the basis of 1/38 of the appropriate weekly rate prescribed by this award.

(iii) Casual Nurse

- (a) Casuals shall be paid an hourly rate calculated on the basis of one thirty- eighth of the appropriate weekly rate prescribed by this award plus 20 percent (which shall include the entitlement to payment in respect of annual leave under the Annual Holidays Act, 1944) with a

minimum payment of two hours for each start and shall also be paid all fares reasonably and actually incurred in travelling to and from work.

- (b) A casual nurse shall not be entitled to the benefit of any of the other provisions of this award, except for subclause (i) of clause 18, Allowances, but may be provided with meals during working hours.
- (c) A casual employee shall be entitled to the provisions found in clauses 14, 16 and 17.
- (iv) Temporary Nurse
 - (a) A temporary nurse shall be paid the appropriate weekly rate of salary prescribed by this award.
- (v) Stand Down Provision for nurses not required to work non-term time

The employer may elect to stand down an employee in accordance with subclause (iii) of clause 3, Contract of Employment, or to average the employee's payment of wages over the year.

(A) Independent Schools

When the employer elects to average the employee's payment of wages in accordance with subclause (iii) of Clause 3, the rates will be paid in installments throughout the year including annual leave (this is not inclusive of the annual leave loading).

The following formula shall be used to determine the appropriate weekly rate:

$$\frac{N + 11}{240} \times \frac{\text{annual rate of salary}}{52.14}$$

Where:

N = number of days the employee will be required to work each year

Provided that:

- (i) the number of days worked excludes public holidays; and
- (ii) for the purpose of this formula only, and to avoid a mathematical inconsistency, a part-time employee shall be deemed to work the same number of days during school terms as a full-time employee at the same school.
 - (a) Part time averaged rates shall be calculated by determining the full time averaged salary then dividing by 38.
 - (b) The rate of pay of an employee determined by paragraphs (a) of this subclause, shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.

(B) Catholic Standard

Full-time and part-time nurses who are not required to work 48 weeks a year shall be paid in accordance with this subclause:

- (i) Where a nurse is not required to work 48 weeks in a year (excluding annual leave) then the employer may elect to stand down the nurse or to pay the nurse in accordance with paragraph (b) of this subclause.

- (ii) When the employer elects to average a full-time nurse's payment of wages under paragraphs (a) of this subclause the nurse will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate full-time weekly rate:

$$\frac{(N + 11)}{240} \times W$$

where;

W = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of subclause (vii) of this clause

N = number of days worked per year and is not less than the number of days in the school year at each school; provided that:

- (1) N cannot be less than the number of school days in that school;
- (2) the value of N does not include the days paid at a casual rate in Clause 8, Work During Pupil Vacation Periods;
- (3) the number of days worked excludes public holidays; and
- (4) N cannot exceed 229 and if it does the employee shall be paid in accordance with subclause (vii) of this clause.

Provided that where the employee works school terms only (that is, where N equals 204) this formula shall be rounded to:

$$0.9 \times W$$

- (iii) Part-time employees not required to work 48 weeks of the year and not stood down, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (b) of this subclause, for the class of work performed by them.
- (iv) The rate of pay of an employee determined by paragraphs (b) and (c) of this subclause shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.
- (v) Rounding of Rates

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

- (vi) Absorption

The increases in minimum rates of payment may be fully absorbed at the discretion of the employer into any payment that an employee receives in excess of the rates set out in Table 1- Wage Rates of Part B - Monetary Rates at the applicable time.

7. Call Back

- (i) An employee who resides off-site and is called back, with or without prior notification, shall be paid a minimum of two hours pay at the appropriate rate for each such attendance. Where an employee is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred.
- (ii) An employee who resides on the school site may be provided full board and lodging in lieu of a call-back allowance.

- (iii) An employee called back to work overtime after leaving the employer's premises shall be paid for a minimum of two hours work at the appropriate overtime rate each time so recalled in accordance with clause 5 Overtime. If the work required is completed in less than two hours, the employee shall be released from duty.
- (iv) If an employee who does not normally reside on the school site is required to sleep over as part of a call back then the terms of remuneration will be negotiated between the employer and the employee.

8. Payment of Salaries

- (i) Casual employees shall be paid upon the completion of each engagement.
- (ii) Salaries shall be paid weekly, fortnightly or monthly.
- (iii) Employees may have their salary paid into one account with a bank or other financial institution of New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday.
- (iv) Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the Nurses Association and relevant employer representatives.

9. Higher Grade Duty

An employee, who is called upon to relieve an employee in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification, shall be entitled to receive, for the period of relief, the minimum salary appropriate to such higher classification.

10. Time Off Duty

All employees shall be entitled to two days off duty each week, or four days off duty each fortnight, at a time mutually convenient to the employer and the employee. Such days off shall be consecutive as far as is practicable, unless the employee and the employer agree otherwise. The days upon which days off are to be taken, once agreed between the employer and the employee shall not be changed without seven days' notice being given by each party.

11. Annual Leave

- (i) All employees who commence employment on or after 1 December 2005, other than casual nurses, shall receive four weeks paid annual leave in accordance with the Annual Holidays Act 1944, such leave normally to be taken during the Christmas vacation period.
- (ii) All employees who commenced employment prior to 1 December 2005 other than casual nurses, shall receive nine weeks paid annual leave per year, of which not less than six weeks shall be in one unbroken period during the Christmas vacation period.
- (iii) All part-time employees shall receive four weeks paid annual leave in accordance with the Annual Holidays Act 1944, such leave normally to be taken during the Christmas vacation period.

12. Annual Leave Loading

- (i) In this clause the Annual Holidays Act, 1944, is referred to as "the Act".
- (ii) Before an employee, other than a casual employee, is given and takes his/her annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.

- (iii) The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each separate period, provided that the loading shall only apply to the first four weeks of vacation leave prescribed by subclause (ii) of clause 11, Annual Leave, of this award taken by an employee after each qualifying period of service of twelve months.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause at the rate of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include the amounts prescribed in subclause (i) of Clause 15 of this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (iv) of this clause;
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close down as his/her qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) Where the employment of an employee is terminated by his/her employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with subclause (iv) of this clause for the period not taken.
 - (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

13. Long Service Leave

For entitlement of long service leave, see the Long Service Leave Act, 1955.

14. Parental Leave

- (i) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW)
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(iii) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(iv) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

15. Sick Leave

An employee, who after not less than three months continuous service in his/her current employment is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or incapacity not

due to the employee's own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance subject to the following:

- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- (ii) The employee shall, as soon as reasonably practicable and in any case within 24 hours of commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of absence.
- (iii) Other than in respect of the first two days' absence in respect of sickness in any year an employee shall, upon request, provide a medical certificate addressed to the employer, or if the employer requires, to the school medical officer. Notwithstanding the foregoing the employer may require other evidence of sickness.
- (iv) The employee shall, in respect of any year of continued employment, be entitled to paid sick leave for seven working days during the employee's first year of service, and ten working days during each subsequent year of service. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward under this award in respect of such year.
- (v) The rights under this clause shall accumulate from year to year so long as the employee's employment continues with the employer so that any part of seven days in the first year of service and ten days in any subsequent year of service which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.
- (vi) For the purposes of this clause a year means a year of employment.
- (vii) A part-time employee shall be entitled to sick leave upon the same ratio as the number of hours worked in each week bears to 38.

16. Carer's Leave

A. Independent Schools

- (i) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (i)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 15 Sick Leave, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned; and

(ii) the person concerned being:

- (A) a member of the employee's immediate family; or
- (B) a member of the employee's household.

The term immediate family includes:

- (1) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bonafide domestic basis although not legally married to the person; and
 - (2) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) The employee shall not be entitled to paid carer's leave unless he or she notified the Principal of the school (or a person deputised by the Principal) of the need for carer's leave and the estimated period of absence at the first available opportunity and where possible, before the first organised activity at the school on the day of absence. The employee will have sick leave credits available to the extent of the leave to be taken.
- (e) Notwithstanding paragraph (a) of the subclause, a part-time employee is only entitled to an amount of carer's leave in the same proportion the hours of a part-time employee bears to the hours of a full-time employee.
- (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the employee.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 21 should be followed.

(ii) Unpaid Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause 16A of this clause who is ill.

(iii) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any stand down period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.

- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (iv) Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in (i)(b) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i)(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

B. Catholic Personal / Carer's leave

This clause only applies to employees who are employed under the Nurses, Non-Government Schools (State) Award by a body which has been established by the Catholic Church to propagate religion, excepting employees employed by Chevalier College, Bowral; Kincoppal, Rose Bay; and, Loretto, Kirribilli. Where this clause applies, clause 16 A shall not apply.

- (i) Use of Sick Leave to Provide Care and Support for a Family Member
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (i)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 15 Sick Leave, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.
- (ii) Use of Sick Leave for a Pressing Domestic Necessity
 - (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act.

- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph B (i) (c) (ii).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 1(a) he or she may access any current or accrued sick leave for any pressing domestic necessity, where the employee is responsible for the care or support of a person not referred to in subparagraph B (i) (c) (ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 2(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for personal/carer's leave for the purpose of pressing domestic necessity.

(iii) Notification of Intention to Take Leave

In relation to subclauses (i) and (ii), wherever practicable, an employee shall give the employer notice prior to the absences of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(iv) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (i)(c) above who is ill or who requires care due to an unexpected emergency.

(v) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any stand down period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(vi) Personal Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in (i)(b) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i)(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

17. Bereavement Leave

A. Independent Schools

- (a) Upon the death within Australia of an employee's husband or wife, including de facto husband or de facto wife, parent, child including stepchild or ward, brother or sister, mother-in-law or father-in-law, the employee shall be entitled upon notice to leave of absence for two working days. Proof of death of the relative shall lie upon the employee.
- (b) Bereavement leave shall be available to an employee in respect of the death of a member of the employee's immediate family or household as defined in clause 16, Carer's Leave.
- (c) 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.
- (d) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii) and (iii) of the said clause 16. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- (e) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in subclause (a) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i)(c)(ii) of Clause 16, Personal/Carers Leave
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

B. Bereavement Leave (Catholic Standard)

This clause only applies to employees who are employed under the Nurses, Non-Government Schools (State) Award by a body which has been established by the Catholic Church to propagate religion.

- (a) 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 17A (c) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Catholic Personal/Carer's Leave, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to Bereavement Leave under this clause during any period of which the employee has been granted other leave.

- (e) Bereavement Leave may be taken in conjunction with other leave available under the Catholic Personal/Carer's Leave clause. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- (f) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in subclause (b) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i)(c)(ii) of Clause 12, Personal/Carers Leave
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

18. Allowances

- (i) Uniforms
 - (a) Where an employer requires an employee to wear a uniform, such uniform shall be provided by the employer. In lieu of providing a uniform an employer may elect to pay the sum as set in Item 1 of Table 2 of Part B, Monetary Rates except during periods of annual leave.
 - (b) Where uniforms are not laundered at the employer's expense an allowance as set in Item 2 of the said Table 2 shall be paid to the employee.
 - (c) Uniforms, for the purpose of this clause, shall be sufficient, suitable and of a recognised serviceable standard for the performance of nursing duties.
 - (d) Casual and part-time employees shall be paid the allowances under subclauses (a) and (b) of this clause on a pro-rata basis, calculated on the ratio that the number of hours worked by the employee bears to 38 hours per week.
- (ii) Nurse in Charge

A registered nurse who is designated to be in charge of 4 or more registered nurses shall be paid the allowance as set in Item 3 of Table 2 of Part B Monetary Rates.

19. Accommodation and Meals

- (i) Where full accommodation and meals of seven days per week is provided for a nurse, the employer shall be entitled to deduct from the salary of the nurse the amount set out in Item 1 Table 3, Monetary Rates, for Accommodation and Meals.
 - (a) In accordance with clause 7 (ii) Call Back, an employee who resides on the school site may be provided full board and lodging in lieu of a call-back allowance.
- (ii) When a nurse who is living off-site is provided with meals by the employer, a deduction at the rate set out in Item 2 of Table 3, Monetary Rates for each such meal may be made by the employer.
- (iii) When the building of a structure is commenced or a building acquired subsequent to the commencement of this award for the purpose of either solely or inter alia of providing lodging for a nurse in accordance with this clause such lodging shall consist of not less than a private bedroom for the sole use of the

nurse, and a bathroom and toilet for use by the nurse and not more than three other members of the staff and the provision of a common sitting room for use by all members of the staff.

20. Anti - Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective of 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.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempt for 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 on any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

21. Disputes Procedure

It is the intention of the parties to this award to eliminate disputes which result in stoppages, bans or limitations, and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that subject to the provisions of the Industrial Relations Act, 1996, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee and immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the union representative and the supervisor or manager of the relevant section or department, and the employer's industrial relations representative shall be notified.
- (iii) If no agreement is reached the union representative will discuss the matter with the company's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

- (v) Should the matter still not be resolved it may be referred by these parties to the Industrial Commission of New South Wales for settlement.
- (vi) This clause shall not apply to any dispute as to a bona fide safety issue.

22. Labour Flexibility

- (i) The parties to the Award agree that the needs of the school may require the experience and skill of nursing staff employees to advance the general interests of the school. The parties agree that nursing staff employees may be engaged in the following work of the school in addition to the existing duties that are outlined in this Award.

- (a) Curriculum involvement

In circumstances where the skill, experience and expertise of the nursing staff employees is relevant to the school curriculum the parties agree that, by providing adequate notice and assistance, such staff may be engaged in providing information to students and school staff. Such engagements may include but is not limited to the following

Guest Lectures

General Advice

Policy Development

Management of Critical Incidents

Advice to the School Executive

- (b) Occupational Health and Safety

When requested to do so by the Principal or his/her delegate, the skill, experience and expertise of the nursing staff employees may be applied to participate in the activity of the occupational health and safety consultative arrangement that operates within the school. Such engagement may include but is not limited to the following:

General advice

Co-ordination and or Membership of an OH&S Committee

Co-ordination and or Membership of an OH&S Consultative Structure as defined in current legislation

Any other means that is agreed to between the employer and the employee

- (c) Staff Professional Development

In circumstances where the skill, experience and expertise of the nursing staff employees is relevant to the professional development agenda of the school, the parties agree that, by providing adequate notice and assistance, such staff may be engaged for the purpose of providing information to the school staff on health matters. Such engagement may include but is not limited to the following:

First Aid Training for Staff

General advice on a range of health issues that are relevant to the work of the School

Lectures and learning activities on relevant health topics that are within the scope of the skill, experience and expertise of the nursing staff including but not limited to crisis and critical

incident management, drug and alcohol education, eating and other social disorders, mental health issues, management of students with disabilities or specific health conditions.

- (ii) Consent to requests to be engaged in such activity will not be unreasonably withheld.

23. Exemptions

An employee, who is in receipt of a salary 10% in excess of the appropriate rate applying from time to time as set out in Table 1 - Salaries of Part B Monetary Rates, shall not be entitled to the benefits of the following clauses:

1. Clause 4 - Hours
2. Clause 5 - Overtime
3. Clause 18 - Allowances and Deductions

24. No Extra Claims

It is a term of this award that the Association undertakes until 31 December 2007, not to pursue any extra claims, award or over-award, except when consistent with the current wage fixation principles.

25. Remuneration Packaging

- (i) This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual members of staff covered by this award.
- (ii) For the purpose of this clause:
- (a) "Benefits" means the benefits nominated by the nurse from the benefits provided by the school and listed in paragraph (c) of subclause (iv) of this clause.
 - (b) "Benefit Value" means the amount specified by the school as the cost to the school of the benefit provided including fringe benefit tax, if any.
 - (c) "Fringe Benefit Tax" means tax imposed by the Fringe Benefits Tax Act 1986.
- (iii) Conditions of employment - Except as provided by this clause, nurses must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.
- (iv) Salary packaging - the school may offer to provide and the nurse may agree in writing to accept:
- (a) the benefits nominated by the nurse, and
 - (b) a salary equal to the difference between the benefit value and the salary which would have applied to the nurse or under subclause (iii) of this clause, in the absence of an agreement under this clause.
 - (c) the available benefits are those made available by the school from the following list:
 1. superannuation;
 2. other benefits offered by the school.
 - (d) The school must advise the nurse in writing of the benefit value before the agreement is entered into.
- (v) During the currency of an agreement under subclause (iv) of this clause:

- (a) Any nurse who takes paid leave on full pay shall receive the benefits and salary referred to in paragraphs (a) and (b) of subclause (iv) of this clause.
- (b) If a nurse takes leave without pay the nurse will not be entitled to any benefits during the period of leave.
- (c) If a nurse takes leave on less than full pay he or she shall receive:
1. the benefits; and
 2. an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

where:

S = the salary determined by paragraph (b) of (iv) of this clause.

P = the percentage of salary payable during the leave.

B = benefit value.

A = amount of salary.
- (d) Any other payment under this award, calculated by reference to the nurse's salary, however described, and payable:
1. during employment; or
 2. on termination of employment in respect of untaken paid leave; or
 3. on death,
- shall be at the rate of pay which would have applied to the nurse under subclause (iii) of this clause, in the absence of an agreement under paragraphs (a) and (b) of subclause (iv) of this clause.

26. Superannuation

(i) Definitions

For the purpose of this clause:

- (a) "Employee" means an employee employed by the employer to whom this award applies.
- (b) "Employer" means the employer of an employee to whom this award applies.
- (c) "Funds" means either:
- (1) the New South Wales Non-Government Schools Superannuation Fund, or
 - (2) any other superannuation fund approved in accordance with the commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

- (d) "Basic earnings" shall mean the weekly or hourly rate of pay prescribed for the employee by this award including the following:
- (i) payment for ordinary hours of work;
 - (ii) any percentage addition payable to casual employees for ordinary hours of work;
 - (iii) any percentage addition payable to a temporary full-time employee engaged for less than 13 weeks.
 - (iv) Overaward payments for ordinary hours of work.

(ii) Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

(iii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award. Where no such nomination is made before any such contributions become payable, the said contribution referred to in paragraph (a) of this subclause will be paid to the approved fund for that place of employment.
- (f) An employer shall make contributions pursuant to this award in respect of -
 - (1) casual employees who earn in excess of \$2000.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees the employer shall notify its employees of such approval.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the of the employee's entitlements under this award within two weeks of the date of

commencement of employment and also of the provisions of (d) of this subclause in the case of a full-time or part time employee and paragraph (f) of this subclause in the case of a casual employee.

(iv) Transfers between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within one year after the notification made by the employee pursuant to paragraph (e) of subclause (iii), Benefits, of this clause or within one year after the last notification made by the employee pursuant to his subclause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing

- (i) of the employee's application to join the other fund; and
- (ii) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

(v) Superannuation Legislation

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

27 . Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.
- (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

28. Area, Incidence and Duration

- (i) This award rescinds and replaces the Nurses, Non-Government Schools (State) Award published 11 March 2005 (349 I.G. 1) as varied.
- (ii) It shall apply to persons employed as registered nurses and senior nurses as herein defined by all non-government schools within the State of New South Wales within the jurisdiction of the Trained Nurses &c., Other Than In Hospitals, &c., (State) Conciliation Committee, excepting:
- (a) persons employed in schools in the County of Yancowinna; and
 - (b) persons employed in establishments licensed under the Children (Care and Protection) Act, 1987.
- (iii) It shall take effect in respect of:
- column 1 in Table 1 of Part B, Monetary Rates, from the beginning of the first full pay period to commence on or after 1 December 2005;
- column 2 of Table 1 from the beginning of the first pay period to commence on or after 1 February 2006
- column 3 of Table 1 from the beginning of the first pay period to commence on or after 1 February 2007
- and in all other respects from 15 February 2006.
- (iv) Negotiations for a new award shall commence from 31 September 2007, being 3 months before the end of this award's nominal term.
- (v) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 March 2009.
- (vi) This award remains in force until varied or rescinded, the period for which it was made having already having expired.

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

Classification Registered Nurse:	Column 1 First full pay period on or after 1.12.05 18% increase \$	Column 2 First full pay period on or after 1.2.06 4% increase \$	Column 3 First full pay period on or after 1.2.07 4% increase \$
1st year of service	36,074.00	37,517.00	39,017.00
2nd year of service	37,913.00	39,430.00	41,007.00
3rd year of service	39,747.00	41,337.00	42,990.00
4th year of service	41,704.00	43,372.00	45,107.00
5th year of service	43,654.00	45,400.00	47,216.00
6th year of service	45,599.00	47,423.00	49,320.00
7th year of service	47,838.00	49,752.00	51,742.00
8th year of service	49,697.00	51,685.00	53,752.00
Senior Nurse	56,445.00	58,703.00	61,051.00

Table 2 - Other Rates and Allowances

Item No	Clause	Description	Amount \$
1	18 (i)	Uniform Allowance: - Uniforms - Stockings	6.07 per week 2.99 per week
2	18 (ii)	Uniform Allowance - Laundry	4.65 per week
3	18 (iii)	Nurse in Charge	21.86 per shift

Table 3 - Deductions

Item No	Clause No.	Description	Amount \$
1	19 (i)	Accommodation and Meals	98.86 per week
2	19 (ii)	Meals	6.09 per meal

A. MACDONALD, Commissioner

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PASTRYCOOKS (SPECIFIED WHOLESALERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1806 of 2008)

Before Commissioner Tabbaa

3 October 2008

VARIATION

1. Delete paragraph (a), Adults, of subclause (i) Full-time Employees, of clause 2, Wages, of Part 2, Appendix 1 - Specified Wholesalers, of the award published 14 September 2001 (327 I.G. 819), and insert in lieu thereof the following:

- (a) Adults - Any employee 21 years of age or over shall be paid not less than the minimum award wage rates of pay set out opposite the classification which the employee is allocated by the employer.

Classification	Former Award Wage Rate (Per Week) 18 October 2007 \$	Minimum Award Wage Rate (Per Week) 18 October 2008 \$
Foreperson/Supervisor	626.90	652.00
Pastry Cook/Tradesperson - Employed Ornamenting	597.70	621.60
Pastry Cook/Tradesperson	595.40	619.20
Pastry Cook/Other	568.40	591.10
Head Packer	608.10	632.40
Stacker (Licensed)	575.70	598.70
Motor Van Driver	571.10	593.90
Checker/Loader	556.20	578.40
Packer Group 1	553.70	575.80
Packer Group 2	545.40	567.20
Assistant Group 1	555.80	578.00
Assistant Group 2	549.80	571.80
Assistant Group 3	545.00	566.80

2. Delete paragraph (c), Apprentices of the said subclause (i), of clause 2, and insert in lieu thereof the following.

- (c) Apprentices - The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentice's indenture.

Classification	Minimum Award Wage Rate (Per Week) 18 October 2007 \$	Minimum Award Wage Rate (Per Week) 18 October 2008 \$
1st Year	304.35	316.50
2nd Year	346.30	360.15
3rd Year	397.65	413.55
4th Year	483.40	502.75

3. Delete subclause (b) of clause 3, Arbitrated Safety Net Adjustments, of Appendix 1 of Part 2, and insert in lieu thereof the following:

- (b) The rates of pay in this award include the adjustments payable under the State Wage Case May 2008. These adjustments may be offset against:
- (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments."
4. Delete subclauses (h), (i), (j), (k), (l), (m) and (o) of clause 6, Allowances, of Appendix 1 of Part 2, and insert in lieu thereof the following:

Subclause	Description	2007 \$	Amount 2008 \$
(h)	Leading Hands		
	10 employees or less	19.35 per week	20.10 per week
	11 - 20 employees	35.50 per week	36.90 per week
	20 employees or more	41.65 per week	43.30 per week
(i)	Freezer		
(1)	Between 0° to 8° (inclusive)	3.30 per day	3.45 per day
(2)	Between 0° to (-18)° (inclusive)	5.45 per day	5.65 per day
(3)	Below - 18°	9.10 per day	9.45 per day
(j)	First Aid	12.22	12.71
(k)	Overtime - for more than two hours	10.70 per meal	11.30 per meal
(l)	Laundry Allowance	8.20 per week	8.53 per week
(m)	Collecting Monies (motor van driver)	7.32 per week	7.61 per week
(o)	Apprentices		
	Yearly technical college certificate (passes examination)	5.65	5.90
	Successful completion of 2½ year trade course	15.95	16.60

5. This variation shall take effect from the first pay period commencing on or after 18 October 2008.

I. TABBAA, Commissioner

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(113)

SERIAL C7099**PHARMACY ASSISTANTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Items 1, and 2 from Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, of the award published 13 October 2000 (319 I.G. 285) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	14 (ii)	Meal Allowance (Schools and Courses)	12.30 per day
2	8 (v)	Meal Allowance	12.30 per day

2. Delete the amount \$66.00 appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 17, Supported Wage and insert in lieu thereof the following:
"\$69.00"
3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

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PLUMBERS AND GASFITTERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Master Plumbers & Mechanical Contractors Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 2313 of 2008)

Before Mr Deputy President Sams

7 May 2009

VARIATION

1. Insert in alphabetical order in the Arrangement of the award published 25 February 2000 (313 I.G.709), the following new clause number and subject matters:

3A. Types of Employment
6A. Inclement Weather

2. Insert after clause 3, Proportion the following new clause:

3A. Types of Employment

3A.1 General

Employees under this award will be employed either as full-time employees on hourly hire, or as casual hands. At the time of engagement an employer will inform each employee of the terms of their engagement, in particular whether they are to be full-time on daily hire or a casual hand.

3A.2 Full-time employees on hourly hire

Any employee not specifically engaged as a casual hand is for all purposes of this award a full-time employee on hourly hire.

3A.3 Casual employment

3A.3.1 A casual employee is an employee engaged and paid as such and who works less than an average of 38 ordinary hours or five days per week over any two successive weeks.

3A.3.2 In addition to the rate appropriate for the type of work, a casual employee must be paid an additional 25% of the hourly rate with a minimum payment as for three hours employment. The penalty rate prescribed in this clause will be paid instead of annual leave, public holidays and paid personal/carer's leave prescribed for other employees in this award.

3A.3.3 A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time employment if the employment is to continue beyond the conversion process.

3A.3.4 Every employer of such an employee must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. The employee retains their right of election under this clause if the employer fails to comply with this subclause.

- 3A.3.5 Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time employment is deemed to have elected against any such conversion.
- 3A.3.6 Any casual employee who has a right to elect under clause 3A.3.3, on receiving notice under clause 3A.3.4 or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- 3A.3.7 Once a casual employee has elected to become and been converted to a full-time, the employee may only revert to casual employment by written agreement with the employer.
- 3A.3.8 An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- 3A.3.9 Where, in accordance with clause 3A.3.6 an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 3A.3.10 By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 3A.3.3 as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any agreement reached must be kept by the employer as a time and wages record. Any agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 3A.3.3.
- 3A.3.11 For the purposes of this clause, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 3A.3.12 An employee must not be engaged and re-engaged to avoid any obligation under this award.
3. Delete paragraph (f) of subclause (i) of clause 4, Hours, and insert in lieu thereof the following:
- (f) General exception for employers of fewer than 15 employees (not working alongside other building and construction workers).
- In respect of employers of fewer than 15 employees, and subject to an agreement in writing between the employer and its employees, the employer will pay its employees overtime for any hours worked over 38 hours in any week, instead of accruing RDO's.
4. Delete subclause (ii) of clause 4 and insert in lieu thereof the following:
- (ii) There shall be allowed, without deduction of pay:
- (a) a rest period of ten minutes between 9.00 a.m. and 11.00 a.m., or at such earlier time as may be mutually agreed upon.
- (b) a cessation of work and of working time for the purpose of a meal on each day of not less than 30 minutes, to be taken between noon and 1.00 pm.

5. Insert after clause 6 Wages, the following new clause:

6A. Inclement Weather

6A.1 Inclement weather

- (a) Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

- (b) Procedure

The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.

- (c) Restrictions on payments

An employee will not be entitled to payment for inclement weather as provided for in this subclause unless the employee remains on-the-job until the provisions set out in this subclause have been observed.

- (d) Entitlement to payment

An employee will be entitled to payment by their employer for ordinary time lost through inclement weather for up to, but not more than 32 hours in every period of four weeks. The following conditions will apply:

- (i) the first period will commence on the first Monday on or after the 1 January each year, and subsequent periods will commence at four weekly periods thereafter;
- (ii) the employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over;
- (iii) if an employee commences employment during a four weekly period they will be credited eight hours for each week, or part of a week, that the employee is employed during the four weekly period;
- (iv) the number of hours credited to an employee will be reduced by the number of hours for which payment is made; and
- (v) payment under this clause will be weekly.

- (e) Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather. Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport in accordance with clause 14.1 (h) except where the employer provides transport.

- (f) Employees required to work in inclement weather

- (i) Except as provided in this subclause an employee will not work or be required to work in inclement weather.
- (ii) Employees required to work in inclement weather will only be obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service

and/or to secure or make the site safe as circumstances require. Employees engaged on such work must be paid at the rate of double time.

- (iii) Where the employer requires an employee to work in inclement weather, the employee will be reimbursed in full the cost of appropriate protective clothing, except where the employer provides such protective clothing.
- (iv) If the employee's clothing becomes wet as a result of working in wet weather and the employee does not have a change of dry work clothes, the employee will be entitled, at the completion of the work, to cease work for the day without loss of pay.

(g) Cessation and resumption of work

- (i) At the time employees cease work due to inclement weather the employer or their representative on site and the employees' representative will agree and note the time of cessation of work.
- (ii) After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.

(h) Safety

Where an employee is prevented from working at their particular function as a result of unsafe conditions caused by inclement weather, the employee may be transferred to other work in their trade on site, until the unsafe conditions are rectified. Where such alternative work is not available, and until the unsafe conditions are rectified, the employee will remain on site. The employee must be paid for such time without reduction of their inclement weather entitlement.

(i) Additional wet weather procedure

Remaining on site

Where, because of wet weather, the employees are prevented from working:

- (i) for more than an accumulated total of four hours of ordinary time in any one day;
- (ii) after the meal break, as provided in clause 4 (ii) (b), for more than an accumulated total of 50% of the normal afternoon work time;
- (iii) during the final two hours of the normal work day for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above. Where, by agreement between the employer and/or their representative and the employees and/or their representative, the employees remain on site beyond the periods specified, any such additional wet time must be paid for but will not be debited against the employees' hours. Wet time occurring during overtime will not be taken into account for the purposes of this subclause.

(j) Rain at starting time

Despite the provisions of clause 6A(i)(f) where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they may be required to go to work in a dry area or to be transferred to another site where:

- (i) the rain stops;
- (ii) a covered walk-way has been provided;

- (iii) the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (iv) adequate protection is provided. Protection will, where necessary, be provided for the employee's tools.

6. Delete the following notation that appears after paragraph 6.3.5 of clause 6 Wages, and insert in lieu thereof the following::

Inclement Weather -

Note: For the purpose of this clause, inclement weather shall mean the existence of rain or abnormal climatic conditions such as severe dust storm, high wind, cold, hail, snow, extreme of high temperature or any combination thereof by virtue of which it is either not reasonable or is unsafe for workmen exposed thereto to continue working whilst those conditions prevail.

7. This variation shall take effect from 7 May 2009, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

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PRINCIPALS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 2277, 2280 and 2356 of 2008)

Before The Honourable Justice Walton, Vice-President

15 May 2009

AWARD

1. Arrangement

PART A - CONDITIONS

This Award is arranged as follows:

1. Arrangement
2. Definitions
 - (a) Part-Time Principal
 - (b) Principal
 - (c) Diocese
 - (d) Service Date
 - (e) Statement of Service
3. Terms of Engagement
 - 3.1 Letter of Appointment
 - 3.2 Selection and Appointment Procedures
 - 3.3 Part-Time Principal
 - 3.4 Principal Skill Development
 - 3.5 Employer Direction
 - 3.6 Statement of Service
4. Salaries and Related Matters
 - 4.1 Minimum Annual Salary
 - 4.2 Payment of Salary
 - 4.3 Travelling Expenses
 - 4.4 Overpayment
 - 4.5 Annual Remuneration
5. Annual Adjustment of Salary
 - 5.1 In Lieu of the Annual Holidays Act, 1944
 - 5.2 Application of this Clause
 - 5.3 Calculation of Payments
 - 5.4 Principals Who Commence Employment after the School Service Date
 - 5.5 Principals Who Take Approved Leave Without Pay or Parental Leave
 - 5.6 Payment not Less than under Annual Holidays Act, 1944.
6. Annual Holiday Loading
7. Sick Leave
 - 7.1 Entitlement
 - 7.2 Accumulation
 - 7.3 Evidence of Sickness
 - 7.4 Portability

- 7.5 Income Maintenance for Principals on Workers Compensation
- 8. Catholic Personal/Carer's Leave
 - 8.1 Use of Sick Leave to Provide Care and Support for a Family Member
 - 8.2 Use of Sick Leave for a Pressing Domestic Necessity
 - 8.3 Notification of Intention to Take Leave
 - 8.4 Unpaid Leave for Family Purpose
 - 8.5 Entitlement for Casual Principals
- 9. Parental Leave
 - 9.1 Maternity Leave
 - 9.2 Adoption Leave
 - 9.3 Paternity Leave
 - 9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School
 - 9.5 Casual Principals
 - 9.6 Right to Request
 - 9.7 Communication During Parental Leave
- 10. Long Service Leave
 - 10.1 Applicability of Long Service Leave Act, 1955
 - 10.2 Accrual of Long Service Leave from 30 January 2006
 - 10.3 Calculation of Accrual as at 29 January 2006
 - 10.4 Entitlement to Long Service Leave and Payment on Termination
 - 10.5 Conditions of Taking Leave
 - 10.6 Public Holidays and Long Service Leave
 - 10.7 Service
 - 10.8 Payment in Lieu of Long Service Leave
 - 10.9 Long Service Leave and Leave Without Pay
 - 10.10 Long Service Leave in Short Blocks
- 11. Other Leave
 - 11.1 Bereavement Leave
 - 11.2 Military Reserve Leave
 - 11.3 Examination Study Leave
 - 11.4 Jury Service
 - 11.5 Short Community Service
 - 11.6 Overseas Volunteer Programs
- 12. Continuity Of Service
- 13. Termination
 - 13.1 Period of Notice
 - 13.2 Summary Dismissal
 - 13.3 Payment on Termination
 - 13.4 Calculation of Payments
 - 13.5 Statement of Service
- 14. Anti-Discrimination
- 15. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to The Ombudsman Act 1974.
 - 15.1 Definitions
 - 15.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations
 - 15.3 Access to Files
 - 15.4 Additional Documentation from Employee
 - 15.5 Confidentiality of Documents and Files
- 16. Disputes Procedure
- 17. No Extra Claims
- 18. Superannuation

19. Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates of Pay and Allowances

ANNEXURE A - PORTABILITY

2. Definitions

For the purpose of this award:

- (a) "Part-Time Principal" shall mean a principal who is employed to work regularly, but for less than a full school week.
- (b) "Principal" means a person appointed as such in a Catholic Systemic School conducted by a Diocese.
- (c) "Diocese" means one of the Archdiocese of Sydney, Diocese of Broken Bay or Parramatta as appropriate.
- (d) "Service Date" means the usual commencement date of employment at a school for principals who are to commence teaching on the first day of the first term.
- (e) "Statement of Service" means a statement from an employer on official letterhead that contains a start date, termination date and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a principal on appointment with a letter stating, inter alia, the rate of salary as at appointment and an outline of superannuation benefits available.

3.2 Selection and Appointment Procedures

Normally the position of Principal (except where the position is filled temporarily by the Assistant Principal) will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Part-Time Principal

- (a) The terms of this award shall apply pro rata to a part-time principal on the basis of the principal's full-time equivalent (FTE).
- (b) For the purpose of this subclause, FTE is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bears to the number of days a full-time principal is required to work per week.

3.4 Principal Skill Development

- (a) Support for Beginning Principals - A principal in his or her first year as a principal shall be afforded Diocesan support in adjusting to the new role and demands of principalship. The principal will participate in such procedures as are afforded.

This process shall be determined by the employer in consultation with the principal to assist the principal's professional development in that role which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the principal, not later than four weeks before the end of the school year, outlining the principal's progress and development.

- (b) A principal may request and be given from time to time by the employer appropriate documentation as evidence of the principal's professional development and experience. These documents may, if the principal wishes, form a portfolio which shall remain the property of the principal.
- (c) Where the employer considers that a problem exists in relation to the principal's performance, the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.

3.5 Employer Direction

An employer may direct a principal to carry out such duties as are within the limits of the principal's skill, competence and/or training.

3.6 Statement of Service

Upon the termination of service of a principal, the employer shall provide a statement of service.

4. Salaries and Related Matters

4.1 Minimum Annual Salary

- (a) The minimum annual salary payable to principals shall be set out in Table 1 -

Principals Salary Schedule of Part B - Monetary Rates. Fortnightly salaries shall be ascertained by dividing the annual salaries by 365/14 with the answer rounded to two decimal points.

- (b) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal is in a different enrolment band for the purpose of salary payable pursuant to paragraph (a) of this sub-clause and Table 1 - Salaries of Part B - Monetary Rates.

If the enrolment of a school at the August census date increases such that a different enrolment band is applicable, then the salary of the Principal shall increase from the beginning of the following school year.

If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the Principal shall be increased from the beginning of that school year.

If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the Principal shall be nevertheless maintained at the higher band until the end of the current contract of the Principal. Where the contract of the Principal is subsequently renewed at the same school, the salary of the Principal for the subsequent contract shall be determined in accordance with the documented diocesan policy (such salary being not less than the applicable salary pursuant to paragraph (a) of this sub-clause).

4.2 Payment of Salary

- (a) The salary payable to a principal, pursuant to this clause shall, be paid fortnightly.

- (b) The salary payable to a principal, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.3 Travelling Expenses

- (a) Where a principal is required to provide transport in connection with the principal's employment, other than for journeys between home and place of employment, the principal shall be paid the allowance per kilometre of travel as set out in Table 2 - Other rates of Pay and Allowances, of "Part B - Monetary Rates".
- (b) Travelling and other out-of-pocket expenses reasonably incurred by a principal in the course of duties required by the employer shall be reimbursed by the employer.

4.4 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the principal shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.5 Annual Remuneration

- (a) Notwithstanding subclause 4.1 of this clause, a principal may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any employer administrative charge will equal the appropriate salary prescribed in the said subclause 4.1.
- (b) The employer will determine the range of benefits available to the principal and the principal may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated by reference to the principal's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate of pay as set out in Table 1 - Wage Rates of Part B - Monetary Rates.

5. Annual Adjustment of Salary

5.1 In Lieu of the Annual Holidays Act, 1944

This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act 1944; and
- (b) notwithstanding any other provisions of this award.

5.2 Application of this Clause

The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a principal commences employment after the school service date; or
- (b) a principal takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year.

5.3 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

A = The number of term weeks worked by the principal since the school service date

B = The number of non-term weeks in the school year

C = The number of term weeks in the school year

D = Result in weeks

E = The number of non-term weeks worked by the principal since the school service date

F = Result in weeks

G = The principal's current fortnightly salary

H = Amount Due

5.4 Principals Who Commence Employment after the School Service Date

- (a) A principal who commences employment after the school service date shall be paid from the date the principal commences provided that, at the end of Term IV, the principal shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the principal for the purposes of this clause shall be deemed to be the school service date.

5.5 Principals Who Take Approved Leave Without Pay or Parental Leave

Where a principal takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the principal shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a principal who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the principal shall be paid at the conclusion of Term IV as follows:
 - (i) by applying the formula in sub-clause 5.3 as if no payment had been made to the principal at the commencement of leave;

- (ii) by deducting from that amount the amount earlier paid to the principal.

5.6 Payment not Less than under Annual Holidays Act, 1944

Notwithstanding the provisions of paragraph (a) of subclause 5.1 of this clause, a principal shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the principal would otherwise be entitled under the provisions of the Annual Holidays Act 1944 in respect of a year of employment.

6. Annual Holiday Loading

6.1 Subject to sub-clause 6.6 of this clause, where a principal is given and takes his or her annual holiday commencing at the beginning of the school summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.

6.2 The loading shall be payable in addition to the pay payable to the principal for the period of the school vacation.

6.3 The loading shall be calculated:

In relation to such period of a principal's annual holiday as is equal to the period of annual holiday to which the principal is entitled for the time being under the Annual Holidays Act 1944,

- (a) at the end of each year of his or her employment or, where relevant,
- (b) the period of annual leave calculated under subclause 6.6.

6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this clause at the rate of 17½ per cent of the weekly equivalent of the principal's annual salary.

6.5 For the purposes of this clause, "salary" shall mean the salary payable to the principal at 1 December of the year in which the loading is payable.

Provided that, where subclause 6.6 of this clause applies, "salary" shall mean the salary payable immediately prior to the payment made to the principal pursuant to clause 5 Annual Adjustment of Salary or Clause 14 Termination.

6.6 Where a principal receives a payment pursuant to subclause 5.3 or Clause 14 Termination of this award, including the case where a principal's employment is terminated during the school year for a reason other than misconduct, he or she shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by him or her in that year bears to the number of school weeks he or she would be normally required by the employer to work in a full school year.

7. Sick Leave

7.1 Entitlement

Any full-time principal shall be entitled to paid sick leave in respect of any absence on account of illness or injury and subject to the following conditions and limitations:

- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 7.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) A principal shall not be entitled to paid sick leave for any period in respect of which such principal is entitled to workers' compensation.
- (c) A principal shall not be entitled to paid sick leave unless he or she notifies the Regional Director of the school (or such other person deputised by the Director) prior to the commencement of the

first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the principal took all reasonable steps to notify the Regional Director or was unable to take such steps.

- (d) The sick leave entitlement of a part-time principal shall be in that proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week.

7.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a principal shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to a principal at the commencement of a year of service pursuant to subclause 7.1 of this clause shall be taken prior to the taking of any sick leave which the principal has accumulated in accordance with this subclause.

7.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness, a principal shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a principal has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the principal's sickness, then the employer may take action in accordance with this subclause.
- (i) The employer may arrange a meeting in order to clarify the position with the principal. The employer shall invite the principal to respond verbally to the issues raised by the employer. If the principal is a union member then the principal may seek union advice and assistance.
- (ii) After consideration of the principal's response the employer may:
- (A) require further evidence of illness; and/or
- (B) request the principal to obtain a second opinion from another doctor at the employer's cost; and/or
- (C) request a more detailed estimation of the likely length of the absence; and/or
- (D) require the principal to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
- (E) discuss with the principal any other action.
- (iii) The principal may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months, if either party to the award so requests.

7.4 Portability

- (a) A principal who was previously employed with another Catholic Diocesan employer or Catholic Independent School as a full-time, part-time or temporary employee and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 7.2 and 7.3 of this clause since 29 January 1996 shall be credited to the principal as his/her accumulated sick leave on their commencement of their employment with or in a Diocese.
- (c) For a principal to be eligible for portability of sick leave under this clause, the principal must satisfy the following criteria:
 - (1) The principal has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the principal's employment terminating with the other Catholic Diocesan employer or Catholic Independent School.
 - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each principal on the principal's termination of employment, a completed version of the form set out in Annexure A of this award and the principal will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland / Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia/Forbes and Wollongong; and "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 (349 I.G. 395) (as varied from time to time) or any award replacing such award.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 7.1 of this clause shall not exceed 25 days (with one or more employers).

7.5 Income Maintenance for Principals on Workers Compensation

This sub-clause applies to a principal who is totally unfit for work (total incapacity) and is in receipt of a weekly payment pursuant to workers compensation legislation. During the first 26 weeks only of the period that the principal is unfit for work, if the weekly compensation payment received by the principal is less than the award rate of pay applicable to the principal, the principal shall be entitled to top up the fortnightly salary to the award rate by taking any sick leave or long service leave to which the principal is entitled. The leave balance of the principal shall be reduced proportionately

8. Catholic Personal/Carer's Leave

8.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A principal other than a casual principal, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 7 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The principal shall, if required,

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

(ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the principal.

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

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

(i) the principal being responsible for the care of the person concerned; and

(ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and principal shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and principal's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 16 should be followed.

8.2 Use of Sick Leave for a Pressing Domestic Necessity

(a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act 1977.

(b) A principal, other than a casual principal, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 8.1(c)(ii).

(c) Where a principal, other than a casual principal, is not entitled to utilise sick leave credits pursuant to paragraph 8.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 8.1(c)(ii).

(d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 8.2(b) is non-cumulative.

(e) If required, a principal shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

8.3 Notification of Intention to Take Leave

In relation to sub-clauses 8.1 and 8.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.4 Unpaid Leave for Family Purpose

A principal may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 8.1(c)(ii) or paragraph 8.2(c) who is ill or who requires care due to an unexpected emergency.

8.5 Entitlement for Casual Principals

- (a) Subject to the requirements in subclause 8.3 and paragraph 8.1(b), casual principals are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 8.1 (c) (ii) or 8.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual principal are otherwise not affected.

9. Parental Leave

9.1 Maternity Leave

- (a) A principal who applies for maternity leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the principal would have received, if the principal had not taken maternity leave. (If the period of maternity leave granted to the principal is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a principal works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The principal may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a principal applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the principal shall give the employer at least one month's notice of intention.
- (e) If a principal has commenced paid maternity leave and subsequently the principal's pregnancy results in a miscarriage or a still birth, the principal shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the principal.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the principal (to which the principal, but for this clause, would have been entitled under clause 7, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the principal is entitled pursuant to this subclause.

- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the principal for the purpose of clause 5, Annual Adjustment of Salary and clause 13, Termination.
- (i) A principal on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a principal gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the principal will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the principal will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the principal agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to a principal whose baby is born on or after 1 January 2006 and before 30 January 2006.

9.2 Adoption Leave

- (a) A principal who applies for adoption leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A principal shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

9.3 Paternity Leave

- (a) A principal shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 9.3(a), a principal shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the principal's entitlement to Catholic Personal/Carer's Leave pursuant to clause 8 of this award.
- (c) The principal shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the principal to take leave at a time outside the period specified in this paragraph. If the principal chooses to agree to the

employer's request, such agreement shall be recorded in writing. Where the principal does not agree, the leave shall be taken in accordance with this paragraph.

- (d) The entitlement to paternity leave in paragraphs 9.3(a) and (b) is inclusive of, and not in addition to, the principal's entitlement to take unpaid paternity leave in accordance with the Industrial Relations Act, 1996.
- (e) The principal must, at least 4 weeks before proceeding on leave pursuant to paragraph 9.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 9.3(c) above.

9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a principal who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 7.4(d) of this award.

9.5 Casual Principals

An employer must not fail to re-engage a regular casual principal (see section 53(2) of the Industrial Relations Act 1996 (NSW)) because:

- (a) the principal or principal's spouse is pregnant; or
- (b) the principal is or has been immediately absent on parental leave.

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

9.6 Right to Request

- (a) A principal entitled to parental leave may request the employer to allow the principal:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the principal in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the principal's circumstances and, provided the request is genuinely based on the principal's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Principal's request and the employer's decision to be in writing

The principal's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

(d) Request to Return to Work Part-Time

Where a principal wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

9.7 Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave; and
 - (ii) provide an opportunity for the principal to discuss any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave.
- (b) The principal shall take reasonable steps to inform the employer about any significant matter that will affect the principal's decision regarding the duration of parental leave to be taken, whether the principal intends to return to work and whether the principal intends to request to return to work on a part-time basis.
- (c) The principal shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

10. Long Service Leave

10.1 Applicability of Long Service Leave Act 1955

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to principals employed under this award.

10.2 Accrual of Long Service Leave from 30 January 2006

The amount of long service leave which a principal shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a principal who has completed:
- (i) less than ten years service, in respect of full-time service a principal shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a principal shall accrue 10 days per year of service.
- (b) A principal shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week. (NB that this formula is the same as that which is utilised in subclause 3.3 of this award).

- (d) A principal shall accrue leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 10.3.

10.3 Calculation of Accrual as at 29 January 2006

- (a) A principal whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service 1.5 weeks per year after 10 years of service
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service 1.9 weeks per year, after 10 years of service
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service 2 weeks per year after 10 years of service

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of principals within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a principal is entitled to as at 29 January 2006:
- (i) all full-time principals, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
- (ii) all part-time principals, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 10.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

10.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A principal shall be entitled to take long service leave accrued in accordance with subclauses 10.2 and 10.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a principal who has completed at least 5 years service with an employer and the service of the principal is terminated or ceases for any reason, such principal shall be paid their accrued long service leave calculated in accordance with subclause 10.2 and subclause 10.3 of this clause.

10.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the principal can be taken at the principal's current FTE when the long service leave is taken.

For example, a principal works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The principal would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the

principal works 2.5 days per week (0.5 FTE) at the time they commence leave, the principal would be entitled to take their 90 days of long service leave over 36 weeks.

The following paragraphs (b) - (e) apply to the Dioceses of Broken Bay and Parramatta only. For the corresponding conditions of taking leave for the Archdiocese of Sydney see the Enterprise Agreement).

- (b) Where a principal has become entitled to long service leave in respect of the principal's service with an employer, the employer shall give to the principal and the principal shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the principal shall give not less than two school terms notice of the principal's wish to take leave, and further provided that the employer shall give the principal not less than two school terms notice of any requirement that such leave be taken.
- (c) A principal may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a principal who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 10.10 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a principal is entitled to an amount of long service leave which is in excess of a school term the principal may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the principal accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

10.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

10.7 Service

The service of a principal with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the principal taking approved leave without pay (including unpaid leave in accordance with clause 9, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

10.8 Payment in Lieu of Long Service Leave

- (a) Diocese of Broken Bay
 - (i) Where a principal has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (that is, at least for a month) the principal and the employer may agree that, in addition to payment for the long service leave taken, the principal may be paid an amount in lieu of any additional long service leave accumulated by the principal.
 - (ii) If payment is elected to be taken in lieu of long service leave the amount the employer will pay in lieu of long service leave will be limited to the amount taken in actual leave.

- (iii) Any payment in paragraph (ii) of this subclause will be paid by the employer upon the commencement of the principal's long service leave.
 - (iv) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a principal's entitlements to long service leave will be reduced by the extent of such payment.
- (b) Diocese of Parramatta
- (i) Where a principal has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (that is, at least for a month) the principal and the employer may agree that, in addition to payment for the long service leave taken, the principal may be paid an amount in lieu of any additional long service leave accumulated by the principal.
 - (ii) Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the principal's long service leave.
- (c) Archdiocese of Sydney
- See the relevant Enterprise Agreement

10.9 Long Service Leave and Leave Without Pay

- (a) Where a principal takes long service leave for an entire school term and the principal wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the principal has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.
- (b) Parramatta Diocese

A principal may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half pay' means that over the course of a fortnight; a principal will receive one week of paid long service leave, followed by one week of leave without pay (LWOP). The period of LWOP will not be deemed as service for the purposes of this award (as amended or replaced) or any statutory entitlement.

10.10 Long Service Leave in Short Blocks

- (a) Diocese of Broken Bay

The Diocese of Broken Bay may permit principals to take long service leave in blocks of less than a full term; provided that:

- (i) the principal has eligible service of at least five years;
 - (ii) the application is approved by the Catholic Schools Office having regards to the educational needs of the students, critical times of the school year and the personal circumstances of the principal;
 - (iii) the minimum period of leave to be taken in any one application is two weeks;
 - (iv) the leave may not be taken during the first four weeks of first term; and
 - (v) the period of leave is taken within a single term.
- (b) Diocese of Parramatta

After the completion of five years service access to periods of long service leave of less than one term may be requested and granted at the discretion of the Executive Director of Schools or his/her nominee subject to the following provisions.

- (i) this would normally be granted provided it takes into account professional obligations
 - (ii) it is granted for one period only within a given school year
 - (iii) it is not in the first four weeks of a school year
- (c) Archdiocese of Sydney
- See the relevant Enterprise Agreement

11. Other Leave

11.1 Bereavement Leave

- (a) A principal shall, on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the principal be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A principal may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a principal takes bereavement leave in accordance with paragraph (a) of this subclause, an employer in their absolute discretion may grant the principal additional leave as leave without pay or leave with pay.
- (c) Where a principal requests leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the principal leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a principal leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the principal's entitlement to sick leave in accordance with clause 7, Sick Leave.
- (e) Bereavement Leave shall be available to the principal in respect to the death of a person in relation to whom the principal could have utilised Personal/Carer's Leave in clause 8, provided that for the purpose of Bereavement Leave, the principal need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 8.4 of Clause 8, Catholic Personal/ Carer's Leave or equivalent. In determining such a request the employer will give consideration to the circumstances of the principal and the reasonable operational requirements of the business.
- (g) Bereavement Entitlement for Casual Principals
 - (i) Casual principals are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the principal could have utilised Catholic Personal/ Carer's Leave in sub-clause 8.5, provided that for the purpose of this bereavement entitlement, the casual principal need not have been responsible for the care of the person concerned. A casual principal must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is

entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance

- (iii) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual principal are otherwise not affected.

11.2 Military Reserve Leave

A principal who is a member of the Australian Military Reserve or other Australian military forces shall be granted leave without pay for the purpose of attending any compulsory camp or posting.

11.3 Examination Study Leave

Any principal, who for the purposes of furthering his or her principal training, enrolls in any course at a recognised higher education institution, shall be granted:

- (a) leave with pay on the day of any examination required in the course;
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

11.4 Jury Service

- (a) A principal required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The principal shall be required to reimburse to the employer any monies payable to the principal for such attendance (excluding reimbursement of expenses) which required the principal's absence from school.
- (b) The principal shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The principal shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

11.5 Short Community Service

Where a principal's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a principal shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

11.6 Overseas Volunteer Programs

- (a) A principal shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A principal is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

12. Continuity of Service

The service of a principal with an employer shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the employer was as a teacher, principal, consultant, or in a similar position, and part as a principal.

13. Termination

13.1 Period of Notice

The employment of any principal shall not be terminated without at least ten school term weeks notice on either side, or the payment of, or forfeiture of, ten weeks' salary in lieu of notice. Provided that such ten weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

13.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any principal for incompetence, misrepresentation, neglect of duty or other misconduct.

13.3 Payment on Termination

A full-time principal shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this award.

13.4 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the principal since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the principal since the school service date
- F = Result in weeks
- G = The principal's current fortnightly salary
- H. = Amount Due

13.5 Statement of Service

Refer to sub-clause 3.6 of Clause 3 Terms of Engagement.

14. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

15. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act 1974

15.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the Ombudsman Act 1974 means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,
whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the Ombudsman Act 1974 applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the Ombudsman Act 1974.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

15.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

15.3 Access to Files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

15.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

15.5 Confidentiality of Documents and Files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

16. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.

- 16.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 16.2 The principal shall discuss the matter with the Director or his/her nominee.
- 16.3 If the matter is not resolved, the principal may take this matter to the union who will discuss the matter with the Director or his/her nominee.
- 16.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the relevant Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 16.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 16.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative, in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

17. No Extra Claims

- 17.1 Subject to subclause 17.3, it is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2011.
- 17.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2011 and no claim can be made for such increases.
- 17.3
 - (a) Mechanisms to reward principals identified as having reached a high performance standard shall be the subject of further discussion between the parties if Commonwealth funds are available for this purpose.
 - (b) If the process and circumstances specified in paragraph (a) have occurred but there is no agreement reached on the mechanism to reward high performance, leave is reserved for either party to apply to the Industrial Relations Commission in relation to this matter.

18. Superannuation

- 18.1 The subject of the superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 18.2 Subject to the requirements of the legislation set out in subclause 18.1, superannuation contributions may be made to:
- (a) Non Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; or
 - (b) any other complying fund approved by the employer.
- 18.3 Notwithstanding the requirements pursuant to the legislation set out in subclause 18.1 of this clause, the employer shall make superannuation contributions on behalf of the principal in relation to payments made pursuant to subclause 4.1, clause 5 and subclause 13.3 of this award, at the rate of nine per cent..
- 18.4 An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

19. Area, Incidence and Duration

- 19.1 This award rescinds and replaces the Principals (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006 published 16 June 2006, (359 I.G. 745), as varied.
- 19.2 It shall apply to all principals employed in Catholic Systemic Schools in the Diocese of Broken Bay and Parramatta and the Archdiocese of Sydney, conducted by a Diocese as defined, excepting members of a recognised religious teaching order.
- 19.3 This award shall take effect from 1 January 2009 and remain in force until 31 December 2011.

PART B - MONETARY RATES

Table 1 - Wage Rates

Principals Salary Schedule

Enrolment date previous year's census date	Gross Salary per annum from the first full pay period on or after 1 January 2009 (4.4%) \$	Gross Salary per annum from the first full pay period on or after 1 January 2010 (3.8%) \$	Gross Salary per annum from the first full pay period on or after 1 January 2011 (3.8%) \$
Primary			
1-250	113,127	117,426	121,888
251-400	117,123	121,574	126,194
401-600	122,312	126,960	131,784
601-800	126,996	131,822	136,831
801+	133,978	139,069	144,354

Secondary			
1-300	122,599	127,258	132,094
301-600	130,062	135,004	140,134
601-900	137,210	142,424	147,836
901-1200	140,855	146,207	151,763
1201+	146,730	152,306	158,094

Table 2 - Other Rates of Pay and Allowances

Clause	Description	Allowance from the first full pay period on or after 1 January 2009
4.3	Own Car Allowance	60 cents per kilometre

ANNEXURE A - PORTABILITY

Part to be completed by principal:

Name of former Catholic Diocesan Employer: _____

I, _____ was formerly employed by _____ as a
 (Name of Principal) (Name of former Catholic Diocese)

 (teacher/principal)

from _____ to _____ I commenced as a _____ with the Diocese on
 (date) (date) (teacher/principal)

 (Date)

 (date)

 Signature

 Date

Part to be completed by former Catholic Diocesan Employer:

_____ was employed by the Diocese as a _____ and ceased
 (Name of principal) (teacher/principal)

work on _____
 Date

_____ (date) At that time, untaken sick leave with our Diocese over the proceeding

_____ years of continuous service is as follows:

_____ (date)

Set Out Record

e.g.: Last year of employment

Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

Diocesan Officer_____
DateM. J. WALTON J, *Vice-President*_____
Printed by the authority of the Industrial Registrar.

PRINCIPALS (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 2277, 2280 and 2356 of 2008)

Before The Honourable Justice Walton, Vice-President

15 May 2009

AWARD

1. Arrangement

PART A - CONDITIONS

This Award is arranged as follows:

1. Arrangement
2. Definitions
 - (a) Part-Time Principal
 - (b) Principal
 - (c) Diocese
 - (d) Service Date
 - (e) Statement of Service
3. Terms of Engagement
 - 3.1 Letter of Appointment
 - 3.2 Selection and Appointment Procedures
 - 3.3 Part-Time Principal
 - 3.4 Principal Skill Development
 - 3.5 Employer Direction
 - 3.6 Statement of Service
4. Salaries and Related Matters
 - 4.1 Minimum Annual Salary
 - 4.2 Payment of Salary
 - 4.3 Travelling Expenses
 - 4.4 Overpayment
 - 4.5 Annual Remuneration
5. Annual Adjustment of Salary
 - 5.1 In Lieu of the Annual Holidays Act, 1944
 - 5.2 Application of this Clause
 - 5.3 Calculation of Payments
 - 5.4 Principals Who Commence Employment after the School Service Date
 - 5.5 Principals Who Take Approved Leave Without Pay or Parental Leave
 - 5.6 Payment not Less than under Annual Holidays Act, 1944.
6. Annual Holiday Loading
7. Sick Leave
 - 7.1 Entitlement
 - 7.2 Accumulation
 - 7.3 Evidence of Sickness
 - 7.4 Portability

- 7.5 Income Maintenance for Principals on Workers Compensation
- 8. Catholic Personal/Carer's Leave
 - 8.1 Use of Sick Leave to Provide Care and Support for a Family Member
 - 8.2 Use of Sick Leave for a Pressing Domestic Necessity
 - 8.3 Notification of Intention to Take Leave
 - 8.4 Unpaid Leave for Family Purpose
 - 8.5 Entitlement for Casual Principals
- 9. Parental Leave
 - 9.1 Maternity Leave
 - 9.2 Adoption Leave
 - 9.3 Paternity Leave
 - 9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School
 - 9.5 Casual Principals
 - 9.6 Right to Request
 - 9.7 Communication During Parental Leave
- 10. Long Service Leave
 - 10.1 Applicability of Long Service Leave Act, 1955
 - 10.2 Accrual of Long Service Leave from 30 January 2006
 - 10.3 Calculation of Accrual as at 29 January 2006
 - 10.4 Entitlement to Long Service Leave and Payment on Termination
 - 10.5 Conditions of Taking Leave
 - 10.6 Public Holidays and Long Service Leave
 - 10.7 Service
 - 10.8 Payment in Lieu of Long Service Leave
 - 10.9 Long Service Leave and Leave Without Pay
 - 10.9 Long Service Leave in Short Blocks
- 11. Other Leave
 - 11.1 Bereavement Leave
 - 11.2 Military Reserve Leave
 - 11.3 Examination Study Leave
 - 11.4 Jury Service
 - 11.5 Short Community Service
 - 11.6 Overseas Volunteer Programs
- 12. Continuity of Service
- 13. Termination
 - 13.1 Period of Notice
 - 13.2 Summary Dismissal
 - 13.3 Payment on Termination
 - 13.4 Calculation of Payments
 - 13.5 Statement of Service
- 14. Anti-Discrimination
- 15. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to The Ombudsman Act 1974.
 - 15.1 Definitions
 - 15.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations.
 - 15.3 Access to Files
 - 15.4 Additional Documentation from Employee
 - 15.5 Confidentiality of Documents and Files
- 16. Disputes Procedure
- 17. No Extra Claims

- 18. Superannuation
- 19. Area, Incidence And Duration

PART B - MONETARY RATES

Table 1 - Wage Rates

Table 1A - Wage Rates - Principals of Small Primary Schools
in the Diocese of Wagga Wagga

Table 2 - Other Rates of Pay and Allowances

ANNEXURE A - PORTABILITY

ANNEXURE B - DIOCESE OF LISMORE

2. Definitions

For the purpose of this award:

- (a) "Part-Time Principal" shall mean a principal who is employed to work regularly, but for less than a full school week.
- (b) "Principal" means a person appointed as such in a Catholic Systemic School conducted by a Diocese.
- (b) "Diocese" means one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong as appropriate.
- (c) "Service Date" means the usual commencement date of employment at a school for principals who are to commence teaching on the first day of the first term.
- (d) "Statement of Service" means a statement from an employer on official letterhead that contains a start date, termination date and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a principal on appointment with a letter stating, inter alia, the rate of salary as at appointment and an outline of superannuation benefits available.

3.2 Selection and Appointment Procedures

Normally the position of Principal (except where the position is filled temporarily by the Assistant Principal) will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Part-Time Principal

- (a) The terms of this award shall apply pro rata to a part-time principal on the basis of the principal's full-time equivalent (FTE).
- (b) For the purpose of this subclause, FTE is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bears to the number of days a full-time principal is required to work per week.

3.4 Principal Skill Development

- (a) Support for Beginning Principals - A principal in his or her first year as a principal shall be afforded Diocesan support in adjusting to the new role and demands of principalship. The principal will participate in such procedures as are afforded.

This process shall be determined by the employer in consultation with the principal to assist the principal's professional development in that role which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the principal, not later than four weeks before the end of the school year, outlining the principal's progress and development.

- (b) A principal may request and be given from time to time by the employer appropriate documentation as evidence of the principal's professional development and experience. These documents may, if the principal wishes, form a portfolio which shall remain the property of the principal.
- (c) Where the employer considers that a problem exists in relation to the principal's performance, the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.

3.5 Employer Direction

An employer may direct a principal to carry out such duties as are within the limits of the principal's skill, competence and/or training.

3.6 Statement of Service

Upon the termination of service of a principal, the employer shall provide a statement of service.

4. Salaries and Related Matters

4.1 Minimum Annual Salary

- (a) The minimum annual salary payable to principals shall be set out in Table 1 -

Principals Salary Schedule of Part B - Monetary Rates provided that the rates shown for principals of primary schools with enrolment bands of 1-100 shall only apply to principals in the Dioceses of Bathurst, Lismore and Wilcannia-Forbes. Table 1A - Principals of Small Primary Schools Diocese of Wagga Wagga shall apply to Principals of such schools with enrolments of 100 children or less. Fortnightly salaries shall be ascertained by dividing the annual salaries by 365/14 with the answer rounded to two decimal points.

- (b) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal is in a different enrolment band for the purpose of salary payable pursuant to paragraph (a) of this sub-clause and Table 1 - Salaries of Part B - Monetary Rates.

If the enrolment of a school at the August census date increases such that a different enrolment band is applicable, then the salary of the Principal shall increase from the beginning of the following school year.

If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the Principal shall be increased from the beginning of that school year.

If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the Principal shall be nevertheless maintained at the higher band until the end of the current contract of the Principal. Where the contract of the Principal is subsequently renewed at the same school, the salary of the Principal for the subsequent contract shall be

determined in accordance with the documented diocesan policy (such salary being not less than the applicable salary pursuant to paragraph (a) of this sub-clause).

4.2 Payment of Salary

- (a) The salary payable to a principal, pursuant to this clause shall, be paid fortnightly.
- (b) The salary payable to a principal, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.3 Travelling Expenses

- (a) Where a principal is required to provide transport in connection with the principal's employment, other than for journeys between home and place of employment, the principal shall be paid the allowance per kilometre of travel as set out in Table 2 - Other rates of Pay and Allowances, of "Part B - Monetary Rates". In the case of the Diocese of Lismore refer to Annexure B of this award. Provided that in relation to the Dioceses of Armidale, Bathurst, Wagga Wagga and Wilcannia-Forbes the applicable allowance per kilometre of travel shall be that which applies to teachers in the particular Diocese.
- (b) Travelling and other out-of-pocket expenses reasonably incurred by a principal in the course of duties required by the employer shall be reimbursed by the employer.

4.4 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the principal shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.5 Annual Remuneration

- (a) Notwithstanding subclause 4.1 of this clause, a principal may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any employer administrative charge will equal the appropriate salary prescribed in the said subclause 4.1.
- (b) The employer will determine the range of benefits available to the principal and the principal may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated by reference to the principal's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate of pay as set out in the relevant table.

5. Annual Adjustment of Salary

5.1 In Lieu of the Annual Holidays Act, 1944

This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act 1944; and

- (b) notwithstanding any other provisions of this award.

5.2 Application of this Clause

The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a principal commences employment after the school service date; or
- (b) a principal takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year.

5.3 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the principal since the school service date
 B = The number of non-term weeks in the school year
 C = The number of term weeks in the school year
 D = Result in weeks
 E = The number of non-term weeks worked by the principal since the school service date
 F = Result in weeks
 G = The principal's current fortnightly salary
 H = Amount Due

5.4 Principals Who Commence Employment after the School Service Date

- (a) A principal who commences employment after the school service date shall be paid from the date the principal commences provided that, at the end of Term IV, the principal shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the principal for the purposes of this clause shall be deemed to be the school service date.

5.5 Principals Who Take Approved Leave Without Pay or Parental Leave

Where a principal takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the principal shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and

- (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a principal who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the principal shall be paid at the conclusion of Term IV as follows:
 - (i) by applying the formula in sub-clause 5.3 as if no payment had been made to the principal at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the principal.

5.6 Payment not Less than under Annual Holidays Act, 1944

Notwithstanding the provisions of paragraph (a) of subclause 5.1 of this clause, a principal shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the principal would otherwise be entitled under the provisions of the Annual Holidays Act 1944 in respect of a year of employment.

6. Annual Holiday Loading

- 6.1 Subject to sub-clause 6.6 of this clause, where a principal is given and takes his or her annual holiday commencing at the beginning of the school summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 6.2 The loading shall be payable in addition to the pay payable to the principal for the period of the school vacation.
- 6.3 The loading shall be calculated:

In relation to such period of a principal's annual holiday as is equal to the period of annual holiday to which the principal is entitled for the time being under the Annual Holidays Act 1944,

 - (a) at the end of each year of his or her employment or, where relevant,
 - (b) the period of annual leave calculated under subclause 6.6.
- 6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this clause at the rate of 17½ per cent of the weekly equivalent of the principal's annual salary.
- 6.5 For the purposes of this clause, "salary" shall mean the salary payable to the principal at 1 December of the year in which the loading is payable.

Provided that, where subclause 6.6 of this clause applies, "salary" shall mean the salary payable immediately prior to the payment made to the principal pursuant to clause 5 Annual Adjustment of Salary or Clause 14 Termination.

- 6.6 Where a principal receives a payment pursuant to subclause 5.3 or Clause 14 Termination of this award, including the case where a principal's employment is terminated during the school year for a reason other than misconduct, he or she shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by him or her in that year bears to the number of school weeks he or she would be normally required by the employer to work in a full school year.

7. SICK LEAVE

7.1 Entitlement

Any full-time principal shall be entitled to paid sick leave in respect of any absence on account of illness or injury and subject to the following conditions and limitations:

- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 7.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) A principal shall not be entitled to paid sick leave for any period in respect of which such principal is entitled to workers' compensation.
- (c) A principal shall not be entitled to paid sick leave unless he or she notifies the Regional Director of the school (or such other person deputised by the Director) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the principal took all reasonable steps to notify the Regional Director or was unable to take such steps.
- (d) The sick leave entitlement of a part-time principal shall be in that proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week.

7.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a principal shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to a principal at the commencement of a year of service pursuant to subclause 7.1 of this clause shall be taken prior to the taking of any sick leave which the principal has accumulated in accordance with this subclause.

7.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness, a principal shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a principal has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the principal's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the principal. The employer shall invite the principal to respond verbally to the issues raised by the employer. If the principal is a union member then the principal may seek union advice and assistance.
 - (ii) After consideration of the principal's response the employer may:
 - (A) require further evidence of illness; and/or
 - (B) request the principal to obtain a second opinion from another doctor at the employer's cost; and/or
 - (C) request a more detailed estimation of the likely length of the absence; and/or
 - (D) require the principal to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or.

- (E) discuss with the principal any other action.
- (iii) The principal may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months, if either party to the award so requests.

7.4 Portability

- (a) A principal who was previously employed with another Catholic Diocesan employer or Catholic Independent School as a full-time, part-time or temporary employee and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 7.2 and 7.3 of this clause since 29 January 1996 shall be credited to the principal as his/her accumulated sick leave on their commencement of their employment with or in a Diocese.
- (c) For a principal to be eligible for portability of sick leave under this clause, the principal must satisfy the following criteria:
 - (1) The principal has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the principal's employment terminating with the other Catholic Diocesan employer or Catholic Independent School.
 - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each principal on the principal's termination of employment, a completed version of the form set out in Annexure A of this award and the principal will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland / Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia/Forbes and Wollongong; and "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 at 349 IG 395 (as varied from time to time) or any award replacing such award.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 7.1 of this clause shall not exceed 25 days (with one or more employers).

7.5 Income Maintenance for Principals on Workers Compensation

This sub-clause applies to a principal who is totally unfit for work (total incapacity) and is in receipt of a weekly payment pursuant to workers compensation legislation. During the first 26 weeks only of the period that the principal is unfit for work, if the weekly compensation payment received by the principal is less than the award rate of pay applicable to the principal, the principal shall be entitled to top up the fortnightly salary to the award rate by taking any sick leave or long service leave to which the principal is entitled. The leave balance of the principal shall be reduced proportionately

8. Catholic Personal/Carer's Leave

8.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A principal other than a casual principal, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 7 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The principal shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the principal.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the principal being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and principal shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and principal's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 16 should be followed.

8.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act 1977.
- (b) A principal, other than a casual principal, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 8.1(c)(ii).
- (c) Where a principal, other than a casual principal, is not entitled to utilise sick leave credits pursuant to paragraph 8.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 8.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 8.2(b) is non-cumulative.
- (e) If required, a principal shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

8.3 Notification of Intention to Take Leave

In relation to sub-clauses 8.1 and 8.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.4 Unpaid Leave for Family Purpose

A principal may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 8.1(c)(ii) or paragraph 8.2(c) who is ill or who requires care due to an unexpected emergency.

8.5 Entitlement for Casual Principals

- (a) Subject to the requirements in subclause 8.3 and paragraph 8.1(b), casual principals are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 8.1 (c) (ii) or 8.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual principal are otherwise not affected.

9. Parental Leave

9.1 Maternity Leave

- (a) A principal who applies for maternity leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the principal would have received, if the principal had not taken maternity leave. (If the period of maternity leave granted to the principal is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a principal works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The principal may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a principal applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the principal shall give the employer at least one month's notice of intention.
- (e) If a principal has commenced paid maternity leave and subsequently the principal's pregnancy results in a miscarriage or a still birth, the principal shall be entitled to retain payment in

accordance with this clause equivalent to salary for the period of maternity leave taken by the principal.

- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the principal (to which the principal, but for this clause, would have been entitled under clause 7, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the principal is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the principal for the purpose of clause 5, Annual Adjustment of Salary and clause 13, Termination.
- (i) A principal on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a principal gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the principal will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the principal will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the principal agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to a principal whose baby is born on or after 1 January 2006 and before 30 January 2006.

9.2 Adoption Leave

- (a) A principal who applies for adoption leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A principal shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

9.3 Paternity Leave

- (a) A principal shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.

- (b) In addition to the entitlement in paragraph 9.3(a), a principal shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the principal's entitlement to Catholic Personal/Carer's Leave pursuant to clause 8 of this award.
- (c) The principal shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the principal to take leave at a time outside the period specified in this paragraph. If the principal chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the principal does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 9.3(a) and (b) is inclusive of, and not in addition to, the principal's entitlement to take unpaid paternity leave in accordance with the Industrial Relations Act, 1996.
- (e) The principal must, at least 4 weeks before proceeding on leave pursuant to paragraph 9.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 9.3(c) above.

9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a principal who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 7.4(d) of this award.

9.5 Casual Principals

An employer must not fail to re-engage a regular casual principal (see section 53(2) of the Industrial Relations Act 1996 (NSW)) because:

- (a) the principal or principal's spouse is pregnant; or
- (b) the principal is or has been immediately absent on parental leave.

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

9.6 Right to Request

- (a) A principal entitled to parental leave may request the employer to allow the principal:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the principal in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the principal's circumstances and, provided the request is genuinely based on the principal's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Principal's request and the employer's decision to be in writing

The principal's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

- (d) Request to Return to Work Part-Time

Where a principal wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

9.7 Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave; and
 - (ii) provide an opportunity for the principal to discuss any significant effect the change will have on the status or responsibility level of the position the principal held before commencing parental leave.
- (b) The principal shall take reasonable steps to inform the employer about any significant matter that will affect the principal's decision regarding the duration of parental leave to be taken, whether the principal intends to return to work and whether the principal intends to request to return to work on a part-time basis.
- (c) The principal shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

10. Long Service Leave

10.1 Applicability of Long Service Leave Act 1955

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to principals employed under this award.

10.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a principal shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a principal who has completed:
 - (i) less than ten years service, in respect of full-time service a principal shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a principal shall accrue 10 days per year of service.

- (b) A principal shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of days, or part thereof, worked by a part-time principal bear to the number of days a full-time principal is required to work per week. (NB that this formula is the same as that which is utilised in subclause 3.3 of this award).
- (d) A principal shall accrue leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 10.3.

10.3 Calculation of Accrual as at 29 January 2006

- (a) A principal whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

Note: Diocese of Wagga Wagga - Primary Schools

Notwithstanding the other provisions of this subclause, in the period from 1 January 1995 until 27 January, 1998 the long service leave entitlement of principals employed in the Diocese of Wagga Wagga was as set out in the Enterprise Agreement Principals Employed by the Catholic Education Office, Diocese of Wagga Wagga (EA 516/94). This Agreement provided for 13 weeks of long service leave in the first 10 years of service and then 2 weeks for each year of service after 10 qualifying years of service

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of principals within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a principal is entitled to as at 29 January 2006:
 - (i) all full-time principals, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
 - (ii) all part-time principals, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 10.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

10.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A principal shall be entitled to take long service leave accrued in accordance with subclauses 10.2 and 10.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a principal who has completed at least 5 years service with an employer and the service of the principal is terminated or ceases for any reason, such principal shall be paid their accrued long service leave calculated in accordance with subclause 10.2 and subclause 10.3 of this clause.

10.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the principal can be taken at the principal's current FTE when the long service leave is taken.

For example, a principal works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The principal would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the principal works 2.5 days per week (0.5 FTE) at the time they commence leave, the principal would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a principal has become entitled to long service leave in respect of the principal's service with an employer, the employer shall give to the principal and the principal shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the principal shall give not less than two school terms notice of the principal's wish to take leave, and further provided that the employer shall give the principal not less than two school terms notice of any requirement that such leave be taken.
- (c) A principal may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a principal who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 10.10 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a principal is entitled to an amount of long service leave which is in excess of a school term the principal may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the principal accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

10.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

10.7 Service

The service of a principal with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the principal taking approved leave without pay (including unpaid leave in accordance with clause 9, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

10.8 Payment in Lieu of Long Service Leave

- (a) Where a principal takes long service leave for an entire school term, the principal and the employer may agree that, in addition to the long service leave, the principal be paid an amount in lieu of any additional long service leave accumulated by the principal, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the principal's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a principal's entitlements to long service leave will be reduced by the extent of such payment.

10.9 Long Service Leave and Leave Without Pay

Where a principal takes long service leave for an entire school term and the principal wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the principal has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

10.10 Long Service Leave in Short Blocks

An employer may permit a principal to take long service leave in short blocks (of less than a full term) provided that

- (a) professional obligations are taken into account
- (b) the minimum period of leave is four weeks
- (c) the leave is not taken during the first term
- (d) the leave is granted for one period only within a given school year
- (e) the period of leave is taken within a single term

11. Other Leave

11.1 Bereavement Leave

- (a) A principal shall, on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the principal be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A principal may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a principal takes bereavement leave in accordance with paragraph (a) of this subclause, an employer in their absolute discretion may grant the principal additional leave as leave without pay or leave with pay.
- (c) Where a principal requests leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the principal leave as leave without pay or bereavement leave with pay.

- (d) Where an employer grants a principal leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the principal's entitlement to sick leave in accordance with clause 7, Sick Leave.
- (e) Bereavement Leave shall be available to the principal in respect to the death of a person in relation to whom the principal could have utilised Personal/Carer's Leave in clause 8, provided that for the purpose of Bereavement Leave, the principal need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 8.4 of Clause 8, Catholic Personal/ Carer's Leave or equivalent. In determining such a request the employer will give consideration to the circumstances of the principal and the reasonable operational requirements of the business.
- (g) Bereavement Entitlement for Casual Principals
 - (i) Casual principals are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the principal could have utilised Catholic Personal/ Carer's Leave in sub-clause 8.5, provided that for the purpose of this bereavement entitlement, the casual principal need not have been responsible for the care of the person concerned. A casual principal must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the principal shall agree on the period for which the principal will be entitled to not be available to attend work. In the absence of agreement, the principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual principal is not entitled to any payment for the period of non-attendance
 - (iii) An employer must not fail to re-engage a casual principal because the principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual principal are otherwise not affected.

11.2 Military Reserve Leave

A principal who is a member of the Australian Military Reserve or other Australian military forces shall be granted leave without pay for the purpose of attending any compulsory camp or posting.

11.3 Examination Study Leave

Any principal, who for the purposes of furthering his or her principal training, enrolls in any course at a recognised higher education institution, shall be granted:

- (a) leave with pay on the day of any examination required in the course;
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

11.4 Jury Service

- (a) A principal required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The principal shall be required to reimburse to the employer any monies payable to the principal for such attendance (excluding reimbursement of expenses) which required the principal's absence from school.
- (b) The principal shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The principal shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

11.5 Short Community Service

Where a principal's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a principal shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

11.6 Overseas Volunteer Programs

- (a) A principal shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A principal is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

12. Continuity of Service

The service of a principal with an employer shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the employer was as a teacher, principal, consultant, or in a similar position, and part as a principal.

13. Termination

13.1 Period of Notice

The employment of any principal shall not be terminated without at least ten school term weeks notice on either side, or the payment of, or forfeiture of, ten weeks' salary in lieu of notice. Provided that such ten weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

13.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any principal for incompetence, misrepresentation, neglect of duty or other misconduct.

13.3 Payment on Termination

A full-time principal shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this award.

13.4 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

$$\begin{array}{lcl} \text{Step 1} & \frac{A \times B}{C} & = \quad D \\ \text{Step 2} & D - E & = \quad F \\ \text{Step 3} & \frac{F \times G}{2} & = \quad H \end{array}$$

where:

- A = The number of term weeks worked by the principal since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the principal since the school service date
- F = Result in weeks
- G = The principal's current fortnightly salary
- H = Amount Due

13.5 Statement of Service

Refer to sub-clause 3.6 of Clause 3 Terms of Engagement.

14. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

15. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to The Ombudsman Act 1974

15.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the Ombudsman Act 1974 means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,
whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the Ombudsman Act 1974 applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the Ombudsman Act 1974.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

15.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

15.3 Access to Files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

15.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

15.5 Confidentiality of Documents and Files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

16. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.

- 16.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 16.2 The principal shall discuss the matter with the Director or his/her nominee.
- 16.3 If the matter is not resolved, the principal may take this matter to the union who will discuss the matter with the Director or his/her nominee.
- 16.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the relevant Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 16.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 16.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the

request of a member or on his or her own initiative, in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

17. No Extra Claims

- 17.1 Subject to subclause 17.3, it is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2011.
- 17.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2011 and no claim can be made for such increases.
- 17.3 (a) Mechanisms to reward principals identified as having reached a high performance standard shall be the subject of further discussion between the parties if Commonwealth funds are available for this purpose.
- (b) If the process and circumstances specified in paragraph (a) have occurred but there is no agreement reached on the mechanism to reward high performance, leave is reserved for either party to apply to the Industrial Relations Commission in relation to this matter.

18. Superannuation

- 18.1 The subject of the superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 18.2 Subject to the requirements of the legislation set out in subclause 18.1, superannuation contributions may be made to:
- (a) Non Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; or
- (b) any other complying fund approved by the employer.
- 18.3 Notwithstanding the requirements pursuant to the legislation set out in subclause 18.1 of this clause, the employer shall make superannuation contributions on behalf of the principal in relation to payments made pursuant to subclause 4.1, clause 5 and subclause 13.3 of this award, at the rate of nine per cent.
- 18.4 An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

19. Area, Incidence and Duration

- 19.1 This award rescinds and replaces the Principals (Country and Regional Dioceses) (State) Award 2006 published 16 June 2006 (359 I.G. 663) as varied.
- 19.2 It shall apply to all principals employed in any recognised Catholic school or special school registered under the provisions of the Education Act 1990 and operated by one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong and the principal of Catholic High School, Griffith.
- 19.3 This award shall take effect from 1 January 2009 and remain in force until 31 December 2011.

PART B - MONETARY RATES**Table 1 - Wage Rates****Principals - Salary Schedule**

Enrolment date previous year's census date	Gross Salary per annum from the first full pay period on or after 1 January 2009 \$ (4.4%)	Gross Salary per annum from the first full pay period on or after 1 January 2010 \$ (3.8%)	Gross Salary per annum from the first full pay period on or after 1 January 2011 \$ (3.8%)
Primary			
0-100*	106,024	110,053	114,235
101-250	113,127	117,426	121,888
251-400	117,123	121,574	126,194
401-600	122,312	126,960	131,784
601-800	126,996	131,822	136,831
801+	133,978	139,069	144,354
Secondary			
1-300	122,599	127,258	132,094
301-600	130,062	135,004	140,134
601-900	137,210	142,424	147,836
901-1200	140,855	146,207	151,763
1201+	146,730	152,306	158,094
Central			
1-300	120,862	125,455	130,222
301-600	128,218	133,090	138,147
601-900	135,265	140,405	145,740
901-1200	138,860	144,137	149,614
1201+	144,651	150,148	155,854

Notes:

* This enrolment band applies in the Dioceses of Bathurst, Lismore and Wilcannia Forbes only; in the case of principals employed in schools within enrolment below 100 in the Diocese of Wagga Wagga see Table 1A below.

Table 1A - Wage Rates**Principals of Small Primary Schools****Diocese of Wagga Wagga**

Enrolment	Gross Salary per annum from the first full pay period on or after 1 January 2009 \$ (4.4%)	Gross Salary per annum from the first full pay period on or after 1 January 2010 \$ (3.8%)	Gross Salary per annum from the first full pay period on or after 1 January 2011 \$ (3.8%)
0-50	103,460	107,391	111,472
51-100	107,599	111,688	115,932

Table 2 - Other Rates of Pay and Allowances

Clause	Description	Allowance from the first full pay period on or after 1 January 2009
4.3	Own Car Allowance	60 cents per kilometre

ANNEXURE A

PORTABILITY

Part to be completed by principal:

Name of Principal:

Name of Former Catholic Diocesan Employer: _____

I, _____ was formerly employed by _____ as a
 (Name of Principal) (Name of former Catholic Diocese)

 (teacher/principal)

from _____ to _____ I commenced as a _____ with the Diocese on
 (date) (date) (teacher/principal)
 _____ (Date)
 (date)

 Signature Date

Part to be completed by former Catholic Diocesan Employer:

_____ was employed by the Diocese as a _____ and ceased
 (Name of principal) (teacher/principal)

work on _____
 Date

_____ (date) At that time, untaken sick leave with our Diocese over the proceeding

_____ years of continuous service is as follows:
 (date)

SET OUT RECORD

e.g. Last year of employment

Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

 Diocesan Officer Date

ANNEXURE B

DIOCESE OF LISMORE

The provisions of this Annexure shall apply and relate only to the Diocese of Lismore

CONTENTS

1. Philosophical Statement
2. Travelling Expenses
3. Study Leave
4. Flexibility in School Day

1. Philosophical Statement

The central tenet of Diocesan practice is the recognition of the importance of the Parish. Local faith communities generally mediate the Church to most people.

Therefore Diocesan Policy encourages Parish ownership of and responsibility for pastoral endeavours. This especially applies to the schools of the Diocese. The role of the Diocesan Education Board and the Director of Catholic Schools is to enable and support the local school in achieving its objectives in partnership with Parish authorities, in particular the clergy.

The Lismore Diocesan Schools System is unique in New South Wales and probably throughout Australia in its emphasis on the principle of subsidiarity and the decentralisation of decision making.

2. Travelling Expenses

Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the principal shall be paid an allowance of 44c per kilometre.

3. Study Leave

In the Diocese of Lismore the following Clause will apply in addition to the provisions of Clause 11.3(b) of the Award.

A Principal who is undertaking a course of study relevant to the teaching profession shall be entitled to three days paid leave per year to attend compulsory residential schools associated with the course. The teacher must make application supported by documentation to the Principal.

4. Flexibility in School Day

- 4.1 The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.
- 4.2 A process of consultation and communication with teachers, parents and students should be carried out before change is introduced.

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

RESTAURANT, &c., EMPLOYEES' RETAIL SHOPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Item 1 from Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 31 August 2001 (327 I.G. 368), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(iii)	Meal Allowance	12.30

2. Delete the amount "\$66.00" appearing in subclause (c) of clause 30, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Items 3, and 4, from Table 2 - Other Rates and Allowances, of Part B Monetary Rates, appearing in Appendix A of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	12.30
4	6(ii)16(vii)	Breakfast Allowance	6.70

2. Delete the amount "\$66.00" appearing in subclause (c) of clause 19 Supported Wage System For Workers With Disabilities and insert in lieu thereof the following:

"\$69.00"
3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Items 3, and 4, from Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 18 May 2001 (324 I.G. 935), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	12.30
4	6(ii) 16(vii)	Breakfast Allowance	6.70

2. Delete the amount "\$66.00" appearing in subclause (c) Supported Wage Rates, of clause 34, Supported Wage System for Workers with Disabilities, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY MARKETS AWARD - 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1686 of 2008)

Before Commissioner Ritchie

5 May 2009

REVIEWED AWARD**PART A****GENERAL CONDITIONS OF EMPLOYMENT****1. Contents**

Clause No.	Subject Matter
1.	Contents
2.	Enterprise, Parties Bound and Objectives
3.	Term of Award
4.	Definitions
5.	Classification Structure and Wages
6.	Contract of Employment
7.	Hours of Work
8.	Saturday, Sunday & Public Holiday Rates (Ordinary Time)
9.	Overtime
10.	Mixed Functions
11.	Meal/Crib Breaks and Allowances
12.	Attendance Recording/Payment of Wages
13.	Clothing
14.	Public Holidays
15.	Travelling Expenses
16.	Sick Leave
17.	Annual Leave
18.	Long Service Leave
19.	Bereavement Leave
20.	Personal Carer's Leave
21.	Parental Leave
22.	Training Leave
23.	Jury Service
24.	Redundancy
25.	Exemptions
26.	Superannuation
27.	Occupational Health & Safety
28.	Consultative Committee
29.	Counselling Procedure
30.	Dispute Procedure
31.	Anti-Discrimination

PART B - MONETARY RATES

Table 1 - Wage Rates - Adults and Juniors

Table 2 - Allowances

Appendix A - Indicative Tasks for Staff Classifications

2. Enterprise, Parties Bound and Objectives

2.1 Enterprise:

Sydney Markets Limited, the authorised body responsible for operating the Sydney Markets complex (located in the Sydney suburb of Sydney Markets, previously Flemington) and the Haymarket in the City of Sydney. The administrative offices are situated in the Market Plaza Building, Parramatta Road, Sydney Markets, NSW, 2129.

2.2 Parties Bound:

Sydney Markets Limited, staff of the employer (whether members of a union or not) engaged in the clerical administration, servicing, maintenance and security of the nominated Market complexes and the United Services Union.

2.3 Objectives:

To establish a mutually agreed set of employment conditions for staff, conducive to the efficient and effective operation of the Market complexes and at a level of efficiency required by the general public and the companies operating their trading businesses on the site.

3. Term of Award

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Sydney Markets Awards 2003 published 23 May 2003 (339 I.G. 641), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 January 2009.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

4. Definitions

"Full-time Employee" means a person engaged to perform the duties of a classification covered by this Award for 38 hours each week subject to the conditions set out in subclause 7.1.

"Part-time Employee" means a person engaged to perform the duties of a classification covered by the Award for a regular and fixed number of ordinary hours, less than 38 hours each week, subject to the conditions set out in subclause 7.2. The employer may introduce 'job share' arrangements with part-time employees where circumstances suit such arrangements.

"Casual Employee" means a person engaged to work on an hourly basis.

"Employer" means Sydney Markets Limited, ACN: 077 119 290.

5. Classification Structure and Wages

Classification Structure

- 5.1 All adult employees shall be graded in one of the grades referred to in paragraphs 5.3.1, 5.3.2 and 5.3.3 and informed accordingly in writing within 14 days of appointment to the position.
- 5.2 An employee shall be graded in the grade where the principal employment duty function is described.

5.3 Market Officer Staff:

5.3.1 Market Officers:

- (a) Market Officer Level 1 - duties shall include but not be limited to work described as follows:
 - (i) Manual tasks;
 - (ii) the operation of basic equipment and vehicles requiring little or no previous experience;
 - (iii) basic communication, interpersonal and customer service skills;
 - (iv) Refer to Appendix A for indicative tasks of a Level 1 position.
- (b) Market Officer Level 2 - duties shall include but no be limited to work described as follows:
 - (i) Duties of a Market Officer Level 1;
 - (ii) the maintenance and operation of plant, equipment or large vehicles requiring more than a basic level of skill;
 - (iii) collection of revenue including calculation of charges;
 - (iv) basic communication, clerical, interpersonal and customer service skills.
 - (v) Refer to Appendix A for indicative tasks of a Level 2 position.
- (c) Market Officer Level 3 - duties shall include but not be limited to work described as follows:
 - (i) Duties of Market Officer Levels 1 and 2;
 - (ii) advanced safety/emergency tasks;
 - (iii) operational, regulatory, security tasks;
 - (iv) intermediate communication, clerical, interpersonal and customer service skills.
 - (v) Refer to Appendix A for indicative tasks of a Level 3 position.
- (d) Market Officer Level 4 duties shall include but not be limited to work described as follows:
 - (i) Duties of Market Officer Levels 1, 2 and 3;
 - (ii) assisting in the supervision and co-ordination of the work of Market Officers;
 - (iii) inspecting and reporting duties;
 - (iv) advanced communication, clerical, interpersonal and customer service skills.
 - (v) Refer to Appendix A for indicative tasks of a Level 4 position.

5.3.2 Clerical Staff:

- (a) Clerical Staff Level 1 is described as follows:
 - (i) The employee may work under direct supervision with regular checking of progress.

- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (iii) Usually, work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.
 - (iv) Refer to Appendix A for indicative tasks of a Grade 1 position.
- (b) Clerical Staff Level 2 is described as follows:
- (i) The employee may work under routine supervision with intermittent checking.
 - (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
 - (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
 - (iv) Refer to Appendix A for indicative tasks of a Grade 2 position.
- (c) Clerical Staff Level 3 is described as follows:
- (i) The employee may work under limited supervision with checking related to overall progress.
 - (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
 - (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.
 - (iv) Refer to Appendix A for indicative tasks of a Grade 3 position.
- (d) Clerical Staff Level 4 is described as follows:
- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
 - (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
 - (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.
 - (iv) Refer to Appendix A for indicative tasks of a Grade 4 position.
- (e) Clerical Staff Level 5 is described as follows:
- (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
 - (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific. The employee may receive assistance with specific problems.

- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- (iv) Refer to Appendix A for indicative tasks of a Grade 5 position.

5.3.3 Maintenance Staff:

- (a) Maintenance Staff - Tradesperson duties shall include but not be limited to trade skills necessary to carry out required maintenance work within the Market complex.
- (b) Maintenance Staff - Tradesperson Assistant duties shall include but not be limited to the work of assisting tradesperson.

Wages

- 5.4 Adults - The minimum rates of wages per week for adult employees shall be the rate of wage as set out in Table 1 - Wage Rates of Part B, Monetary Rates. These shall be the rates for all purposes of the Award.

Wage rates shall be calculated to the nearest ten cents and any part of ten cents not exceeding five cents shall be disregarded.

- 5.5 Juniors - The minimum rates of wages per week for junior employees shall be as set out in Table 1 - Wage Rates of Part B, Monetary Rates.

Junior rates shall be calculated to the nearest ten cents and any part of ten cents not exceeding five cents shall be disregarded.

- 5.6 Part-time Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38.

- 5.7 Casual Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38 plus a 17½% loading with a minimum payment of 3 hours' work at the appropriate rate, unless by mutual agreement between the employee and the employer, a lesser period of work may be agreed.

- 5.8 Wage Rate Reviews:

The wage rates applying to employees covered by this Award shall be increased as follows:

Effective 27 January 2009, in accordance with the movement in the Consumer Price Index (All Groups Sydney) as at December 2008

Effective 27 January 2010, in accordance with the movement in the Consumer Price Index (All Groups Sydney) as at December 2009 or 2.4%, whichever is the higher;

Effective 27 January 2011, in accordance with the movement in the Consumer Price Index (All Groups Sydney) as at December 2010 or 2.4% whichever is the higher.

- 5.9 Employee Appraisal and Performance Based Payment:

Sydney Markets Limited is committed to the improvement of productivity within the workplace and will reward increases in productivity, performance and the achievement of objectives.

In addition to the salaries prescribed by this Award, additional remuneration may be awarded to employees based on their individual and/or team performance.

The procedure and criteria used to determine the nature, size and timing of additional performance-based payments will be at the sole discretion of Sydney Markets Limited management.

Sydney Markets Limited will consult with its employees in the performance appraisal process.

6. Contract of Employment

- 6.1 Employees may be engaged on a full-time, part-time or casual basis.
- 6.2 Sydney Markets Limited shall inform each employee as to the terms of his/her engagement, and in particular whether he/she is a full-time, part-time or casual employee.
- 6.3 Where it is specifically stated by the employer in writing at the time of commencement, a full-time or part-time employee may be engaged on a probationary period for up to a maximum of six months, such probationary period to count for the purposes of determining the actual commencement date of employment.
- 6.4 Employment, other than for casuals, shall be terminated on either side by the giving of notice (or the payment or forfeiture as the case may be) in accordance with the following:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Increase the period of notice by 1 week if the employee:

- (a) is over 45 years of age, and
- (b) has completed at least 2 years of continuous service.

This does not remove the right of the employer to discharge without notice at any time an employee for serious misconduct, in which case the employee shall be entitled to payment of wages up to the actual time of dismissal.

7. Hours of Work

7.1 Full-time Employees:

The ordinary hours for full-time employees shall not exceed 38 hours each week, Sunday to Saturday.

(Note: Market Officers working the Monday to Friday and the Friday/Saturday/Sunday roster of 34 hours and former Sydney Market Authority administrative staff transferring to Sydney Markets Limited on a 35 hour week will be regarded as full-time employees.)

7.2 Part-time Employees:

The ordinary hours of work shall be less than 38 hours each week, Sunday to Saturday.

(Note: Market Officers working the Monday to Friday and the Friday/ Saturday/Sunday roster of 34 hours and former Sydney Market Authority administrative staff transferring to Sydney Markets Limited on a 35 hour week will be regarded as full-time employees.)

7.3 Commencing/Ceasing Times:

7.3.1 Market and Maintenance Staff:

Ordinary hours of work shall be determined between 2:00 a.m. and 8:00 p.m. to suit the allocated job requirements.

7.3.2 Clerical Staff:

Ordinary hours of work shall be worked between 6:00 a.m. and 8:00 p.m.

7.4 Days of Work:

For full-time employees, the 38 hour week may be worked on any one of the following alternatives -

- (a) By an employee working 7.6 ordinary hours each day; or
- (b) By an employee working up to 12 ordinary hours on one or more days each week; or
- (c) By rostering an employee off on various days of the week during an allocated work cycle.

An individual employee, with the consent of the employer, may, in the case of paragraph (c), substitute the day off for an alternative day off.

7.5 Shift Arrangements:

7.5.1 Market Officers Levels 1 - 4:

Note: The rates of pay for Market Officers Levels 2 - 4 in Part B - Monetary Rates of this Award are inclusive of the all-purpose shift loading of 18%.

7.5.2 Security Staff:

Leave is reserved for the parties to this Award to consult on provisions for any future employment of security staff on shift arrangements.

8. Saturday, Sunday and Public Holiday Rates (Ordinary Time)

- 8.1 All ordinary time worked by Clerical and Maintenance staff on a Saturday shall be paid for at the rate of time and one-quarter (T1¼).
- 8.2 All ordinary time worked by Clerical and Maintenance staff on a Sunday shall be paid for at the rate of time and one half (T1½).
- 8.3 All ordinary time worked by any employee on a public holiday shall be paid for at the rate of double time and one half (T2½).

9. Overtime

- 9.1 All overtime must be approved by the manager (or his/her deputy) and each employee shall be required to work reasonable overtime, should the need arise.
- 9.2 Overtime shall be paid for:
 - (a) all time worked in excess of 38 hours per week, Monday to Sunday inclusive, except where salary levels specifically include premium rates;
 - (b) all time in excess of rostered hours on any one day;
 - (c) all time worked before the usual commencing time on any usual work day.
- 9.3 The overtime rate shall be single time plus one-half (T1½) for the first 2 hours of overtime on any day and at the rate of double time (T2) thereafter. All overtime worked on a Sunday shall be paid at the rate of double time (T2). Each day shall stand alone.

- 9.4 A minimum payment of 4 hours overtime payment shall be provided for each start on a Saturday, Sunday or Public Holiday.
- 9.5 Where an arrangement is made for an employee to work overtime on other than a normal work day:
- (a) where the employee is given at least 12 hours notice, there will be no entitlement to travelling time between the employee's home and the workplace;
 - (b) where the employee has been given less than 12 hours notice, there will be an entitlement to travelling time (at ordinary pay rate) between the employee's home and the workplace.
- 9.6 Call Back:
- An employee recalled to work overtime, having left the Markets following the completion of ordinary work, and who returns as requested shall be paid overtime rates for the period of such work, provided that a minimum payment of 4 hours (including travelling time) will be made for each recall.
- 9.7 The provisions of this clause shall not apply to time spent in training in accordance with subclause 22.4(b) of this Award.

10. Mixed Functions

An employee who is required to work for greater than half the usual daily ordinary hours on duties carrying a higher rate than the respective employee's ordinary classification shall be paid the higher rate of pay for the day's work. If less than or equal to half the usual daily ordinary hours is worked by an employee on a higher classification, then the employee shall be paid the lower rate for the time so worked.

11. Meal/Crib Breaks and Allowances

- 11.1 A full-time employee shall not be required to work more than five hours (or an alternative arrangement by mutual agreement) without an unpaid break for a meal. The meal break shall not be less than thirty minutes.
- 11.2 The employer may alter the commencing time of a regular meal break to suit the work requirements at the time by mutual agreement.
- 11.3 An employee required to work overtime following the completion of ordinary daily hours of work shall, if required to work more than a further one and one half hours, be entitled to take a paid 15 minute crib break at ordinary rates prior to commencing such overtime. A further paid crib break of 15 minutes at the ordinary pay rate shall be available after each four hours of overtime.
- 11.4 Where an employee has not been advised on the previous day of a requirement to work overtime, such employee shall be entitled to claim a meal allowance as set out in Table 2 - Allowances of Part B - Monetary Rates of this Award.

12. Attendance Recording/Payment of Wages

- 12.1 Employee attendance records will be with the use of the 'bundy card' system (or other method as may be prescribed by Sydney Markets Limited).
- 12.2 Wages shall be paid fortnightly through electronic funds transfer with funds available at the employee's bank (or credit union, etc.) auto-teller on Friday morning (or the morning of the last business day prior to the public holiday if Friday is a public holiday). On termination of employment, all pay entitlements shall be lodged into the employee's usual bank account by way of electronic funds transfer immediately following the termination.

13. Clothing

- 13.1 Where an employee is required to wear a uniform during the course of employment, such uniform will be provided by Sydney Markets Limited. The employee will be responsible for maintaining the uniform in a clean and tidy condition.
- 13.2 Where the nature of work performed by an employee necessitates suitable water-proof clothing, rubber boots, gloves, eye protection or protective breathing apparatus, Sydney Markets Limited will provide such protective equipment.

14. Public Holidays

- 14.1 The following days or the days observed as such shall be holidays; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labor Day, Christmas Day, Boxing Day and any other day proclaimed as a public holiday in the State for a special purpose. The employees must be at work on the working day before and after the public holiday in order to qualify for payment for the day unless proof of absence for unforeseeable reasons is provided.
- 14.2 Work done on any public holiday shall be paid for at the rate of double time and one-half (T2½) with a minimum payment of 4 hours.
- 14.3 Notwithstanding the provisions of subclause 14.2, an employee may, in lieu of payment for working on a public holiday, apply for time off at a time mutually agreed with the employer on a time for time basis. (Refer also to subclause 20.4.)

15. Travelling Expenses

- 15.1 An employee in the course of duty required to go to any place away from the usual location of employment shall be reimbursed for all reasonable expenses actually incurred.
- 15.2 An employee in the course of duty required, other than in ordinary time, to go to any place away from the usual location of employment shall be reimbursed for all reasonable expenses actually incurred and in addition shall be paid at the ordinary pay rate for half the time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied in travelling from the employee's home to the usual place of employment.
- 15.3 Where an employee elects to use his/her motor vehicle on a casual or incidental basis, an amount for the kilometres travelled as set out in Table 2 - Allowances of Part B - Monetary Rates of this Award shall be allowed to the employee.

16. Sick Leave

- 16.1 An employee, other than a casual employee, with not less than 2 months continuous service with Sydney Markets Limited who is unable to attend for work because of personal illness or injury, not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of employment, shall be entitled to paid leave of absence, as follows:
- (a) Not more than 38 hours of ordinary working time in the first year of employment and not more than 76 hours of ordinary working time in the second and subsequent year/s of continuous service.
- (b) Sick leave not taken in any one year shall accumulate from year to year.
- 16.2 The granting of paid sick leave shall be subject to the following conditions and limitations:
- (a) An employee shall endeavour to inform Sydney Markets Limited prior to the commencement of an absence (and in any case within 2 hours of the commencement of such absence) of an inability to attend for work, indicating the nature of illness or injury and the estimated duration of the absence.

- (b) An employee shall not be entitled to paid sick leave on more than three separate occasions for either single day or two day absences in any one sick leave year unless a doctor's certificate is provided.

17. Annual Leave

Full-time employees are entitled to have 4 weeks annual leave each year with part-time employees entitled to a pro-rata amount based on the average number of ordinary hours worked in the year.

See *Annual Holidays Act 1944* (as amended).

18. Long Service Leave

See *NSW Long Service Act 1955* (as amended).

19. Bereavement Leave

- 19.1 An employee, other than a casual employee, shall be entitled to a maximum of two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person in Australia prescribed in subclause 19.3 of this clause.
- 19.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer, proof of death.
- 19.3 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 as set out in subclause 20.1.3(b) of this Award. For the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.4 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.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, and 20.5 of the said clause 20. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 19.6 Bereavement Entitlements for Casual Employees:
- 19.6.1 Subject to the evidentiary and notice requirements in 19.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20.1.3 of clause 20, Personal Carer's Leave.
- 19.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 19.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. Personal Carer's Leave

20.1 Use of Sick Leave:

- 20.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.1.3(b) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, Sick Leave of the Award, for absences to provide care and support for such persons

when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

20.1.2 The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

20.1.3 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:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a partner of the same or opposite sex who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this sub-paragraph: "relative" means a person related by blood, marriage or affinity;
 - A. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - B. "household" means a family group living in the same domestic dwelling.

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

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 30, Dispute Procedure, should be followed.

20.2 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20.1.3(b) above who is ill or who requires care due to an unexpected emergency.

20.3 Annual Leave:

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

20.3.2 Access to annual leave, as prescribed in paragraph 20.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Award.

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

20.4 Time Off In Lieu of Payment for Overtime:

For the purpose only of providing care and support for a person in accordance with this subclause, and despite the provisions of clause 9, Overtime, the following provisions shall apply.

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

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

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

(d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Award.

20.5 Make-up Time:

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

20.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

20.6 Personal Carers Entitlement for Casual Employees:

20.6.1 Subject to the evidentiary and notice requirements in 20.1.2 and 20.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20.1.3(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

20.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

21. Parental Leave

21.1 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

21.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

21.3 Right to Request:

21.3.1 An employee entitled to parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

21.3.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

21.3.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 21.3.1(a) and 21.3.1(b) must be recorded in writing.

21.3.4 Request to return to work part-time:

Where an employee wishes to make a request under 21.3.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

21.4 Communication During Parental Leave:

21.4.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

21.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

21.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 21.4.1.

22. Training Leave

22.1 Union Training:

Full-time employees who may be selected to attend a relevant training course or program sponsored by the Australian Council of Trade Unions or by the Union will be granted leave of absence while attending such course(s) provided that: -

- (a) no more than 2 employees may have leave of absence under this clause at any one time.
- (b) at least two (2) weeks prior to attendance at the course(s), SML receives written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of course; and
- (c) leave of absence granted will be counted as time worked for the purpose of annual leave, sick leave and long service leave.
- (d) A maximum of ten (10) days paid leave (including travelling time) will be available each calendar year, irrespective of the number of employees granted leave of absence under this clause. Payment will be at the employee's normal rate of pay exclusive of overtime and will be subject to suitable confirmation of attendance.
- (e) Unused available leave under this clause does not carry over into the following year.

22.2 Examination Leave:

On a case by case basis, an employee requiring ordinary time off during normal work time in order to attend an external examination for a work related subject will be granted paid time off to attend such examination.

22.3 Defence Forces Leave:

An employee may apply for leave to attend training with the Australian Defence Force and may be granted up to 2 weeks paid leave (at the employee's base rate excluding overtime, shift and other allowances) for this purpose, providing that:

- (a) the employee makes available satisfactory evidence of having completed at least the equivalent amount of defence force training in his/her own time in the preceding 12 months; and,
- (b) the employee provides satisfactory evidence of having attended the training for the approved period of leave.

22.4 Sydney Markets Limited Training:

Where the employer requires the employee to undertake training:

- (a) and where any such training hours on a rostered day exceed the usual rostered daily hours for the employee, the employee will be granted equivalent time off for hours in excess of that rostered day, at a mutually convenient time.

- (b) and where any such training requires the attendance on a rostered day off for the employee, such time shall not be considered to be part of an employee ordinary hours of work and shall be paid at the rate of time and one quarter of the ordinary rate of pay, (T1¼).

23. Jury Service

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, the employee shall be paid the difference between the jury service fees received and the employee's ordinary rate of pay as if at work.

The employee shall be required to produce to Sydney Markets Limited proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

24. Redundancy

24.1 Application:

24.1.1 This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 4, Definitions.

24.1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of subclause 24.4.

24.1.3 Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable employment.

24.1.4 Notwithstanding anything contained elsewhere in this Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

24.2 Introduction of Change:

24.2.1 Employer's Duty to Notify:

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where this Award makes provision for alteration of any of the matter referred to herein, an alteration shall be deemed not to have significant effect.

24.2.2 Employer's Duty to Discuss Change:

The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 24.2.1, the effects the changes are

likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause 24.2.1.

For the purposes of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on the employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

24.3 Redundancy:

Discussions Before Terminations:

24.3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subclause 24.2, Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

24.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

24.3.3 For the purpose of the discussion the employer shall, as soon as is practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out, provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

24.4 Termination of Employment:

24.4.1 Notice for Changes in Production, Program, Organisation or Structure:

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subclause 24.2.1(a) of this clause.

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

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

In addition to the notice above, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service shall be entitled to an additional week's notice.

(b) Payment in lieu of notice above shall be made if the appropriate notice period is not given.

- (c) Where the full period of appropriate notice is not given, employment may be terminated by giving part of the period of notice specified and part payment in lieu thereof.

24.4.2 Notice of Technological Change:

This paragraph sets out the notice provision to be applied to terminations by the employer for reasons arising from technology in accordance with subclause 24.2.1(a) of this clause.

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of notice above shall be made if the appropriate notice period is not given.
- (c) Where the full period of appropriate notice is not given, employment may be terminated by giving part of the period of notice specified and part payment in lieu thereof.

The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

24.4.3 Time Off During Notice Period:

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

24.4.4 Employee Leaving During the Notice Period:

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

24.4.5 Statement of Employment:

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

24.4.6 Notice to Centrelink:

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

24.4.7 Centrelink Employment Separation Certificate:

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form provided by Centrelink.

24.4.8 Transfer to Lower Paid Duties:

Where an employee is transferred to lower paid duties for reasons set out in subclause 24.2 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

24.5 Severance Pay:

24.5.1 Payment:

Where the employment of an employee is to be terminated pursuant to subclause 24.4 of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

'Week's pay' means the all-purpose rate for the employee concerned at the date of termination and shall include in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with this Award.

24.5.2 Incapacity to Pay:

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 24.5.1 of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph 24.5.1 will have on the employer.

24.5.3 Alternative Employment:

Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph 24.5.1 if the employer obtains acceptable alternative employment for an employee.

The entitlements set out in this clause are in line with the *Employment Protection Act 1982* (NSW).

24.6 Savings Clause:

Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy agreement, taken as a whole, between the union and any employer bound by this Award.

25. Exemptions

Except as to the provisions of clause 14 Public Holidays, clause 16 Sick Leave, clause 17 Annual Leave, clause 19 Bereavement Leave, clause 20 Personal Carer's Leave, clause 23 Jury Service, clause 24 Redundancy, this Award shall not apply to employees employed by the week who are in receipt of a weekly wage in excess of 15% above the rate set out in Table 1 - Wage Rates of Part B, Monetary Rates for the highest grade in each category of employee classifications in this Award, provided that the wage is not inclusive of overtime payments and allowances due to the employee under the terms of this Award.

26. Superannuation

Superannuation contributions will be paid in accordance with the provisions of the federal *Superannuation Guarantee Administration Act 1992*, as amended.

27. Occupational Health & Safety

Occupational Health & Safety representation is in accordance with the constitution of the Sydney Markets Occupational Health & Safety Committee.

28. Consultative Committee

A Consultative Committee comprising of 2 staff members (elected by staff) and 2 members (including supervisory personnel) nominated by management will conduct a meeting no less than at 3 monthly intervals. The principal object of having these meetings is to provide an opportunity for an exchange of views between the parties in order to establish acceptable employee/employer relationships and to facilitate skill enhancement and greater job satisfaction.

29. Counselling Procedure

With the object of creating and maintaining a high standard of employer/employees relations, no employee will be terminated (except for serious misconduct which would justify instant dismissal) unless the following procedures have been followed:

- 29.1 First Counselling (verbal): If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present.
- 29.2 Second Counselling (written): If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. This will be committed to writing.

- 29.3 Third and Final Counselling (written): If after two (2) counsellings the employer considers the employee to continue to be unsatisfactory, then the employee, in the presence of an appropriate employee representative, will be given a final warning. The nature of the unsatisfactory service will be committed to writing.
- 29.4 Failure by the employee to respond to the final warning will result in the employee being terminated in accordance with the provisions of subclause 6.4 of clause 6, Contract of Employment.

30. Dispute Procedure

The procedure for the resolution of industrial disputation will be in accordance with the *Industrial Relations Act 1996*. These procedural steps are:

- 30.1 Procedure Relating to a Grievance of an Individual Employee:
- 30.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 30.1.2 A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 30.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.1.4 At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 30.1.5 While a procedure is being followed, normal work must continue.
- 30.1.6 The employee may be represented by an industrial organisation of employees at any stage of this procedure.
- 30.2 Procedure for a Dispute Between an Employer and the Employees:
- 30.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 30.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.2.3 While a procedure is being followed, normal work must continue.
- 30.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

31. Anti-Discrimination

- 31.1 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.
- 31.2 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 that, by its terms or operation, has a direct or indirect discriminatory effect.

31.3 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.

31.4 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.

31.5 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

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

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

PART B

MONETARY RATES

TABLE 1 - WAGE RATES ADULTS AND JUNIORS

Classification	Rate Per Week as at 26/1/09 \$
Market Officer Staff Level 1	540.68
Market Officer Staff Level 2	603.32
Market Officer Staff Level 3	929.00
Market Officer Staff Level 4	1,045.12
Clerical Staff Level 1	622.83
Clerical Staff Level 2	660.74
Clerical Staff Level 3	708.65
Clerical Staff Level 4	799.47
Clerical Staff Level 5	883.10
Maintenance Staff - Tradesperson	764.42
Maintenance Staff - Tradesperson Assistant \$680.52	
Junior Rates	
At 17 years of age and under	298.07
At 18 years of age	359.25
At 19 years of age	405.95
At 20 years of age	473.13

Table 2 - Allowances

Allowance	Amount \$
First Aid Allowance(Paid to Clerical and Maintenance staff who are required to hold a First Aid Certificate and maintain a First Aid Kit)	10.15 per week
Tradespersons Licences:	
Plumber	0.62 per hour
Gasfitter	0.62 per hour
Drainer	0.52 per hour
Both Plumber/Gasfitter	0.82 per hour
Both Plumber/Drainer	0.82 per hour
Both Gasfitter/Drainer	0.82 per hour
Plumber/Gasfitter/Drainer/	1.14 per hour
Pressure Welding Certificate	0.33 per hour
Electricians - A Grade	23.78 per week
Electricians - B Grade	12.81 per week
Tradespersons Tools:	
Electrician	9.77 per week
Fitter/Turner	9.77 per week
Painter	4.44 per week
Plumber	17.93 per week
Carpenter	17.93 per week
Mileage Allowance	0.48 per km
Meal Allowance	9.15 per meal

APPENDIX A**Indicative Tasks for Staff Classifications**

1. Indicative tasks of a Market Officer Level 1 include:

Unit	Element
Communication	Customer Service skills. Receive and relay oral or written messages.
Enterprise	Complete manual tasks as directed. Operate basic mechanical equipment and vehicles requiring little or no previous experience. Undertake cleaning and associated maintenance tasks. Spot clean areas as required.
Team	Complete allocated tasks.

2. Indicative tasks of a Market Officer Level 2 include the indicative duties of a Market Officer Level 1 together with:

Unit	Element
Communication	<p>Complete basic clerical forms.</p> <p>Calculate basic charges and collect revenue.</p> <p>Advise Market users of basic SML policies.</p>
Enterprise	<p>Daily maintenance of mechanical equipment and vehicles as directed.</p> <p>Operate mechanical equipment.</p> <p>Operate large vehicles requiring more than a basic skill level.</p> <p>Ensure that all Market areas are kept clean by Market storeholders and Market customers.</p>

3. Indicative tasks of a Market Officer Level 3 include the indicative duties of a Market Officer Level 2 together with:

Unit	Element
Information Handling	<p>Promote the image of SML as efficient, courteous and responsive. Give clear and correct advice and information to Market customers. Assist and help Market customers within the parameters of SML systems and procedures.</p> <p>Understand the needs of Market customers.</p>
Communication	<p>Advise Market users of SML policies.</p> <p>Enforce all the provisions of the SML Regulations and Conditions of Occupancy.</p> <p>Prepare reports and correspondence as required. Issue Warning and Infringement Notices as required.</p> <p>Provide written (or typed) reports when breaches of SML.</p> <p>Regulations and Conditions of Occupancy and Use occur.</p> <p>Give evidence in Court if necessary.</p>
Enterprise	<p>Direct traffic and on site car parking.</p> <p>Drive vehicles covered by a Class 1A driver's licence and forklift certificate as instructed.</p>

	<p>Be responsible for the security, cleanliness and maintenance of vehicles, reporting defects and damage to Team Leader.</p> <p>Ensure that all Market areas are kept clean by Market storeholders, standholders and Market customers.</p>
Technology	<p>Operate computer keyboard equipment.</p> <p>Prepare reports using word processing functions.</p>
Organisational	<p>Maintain a register of forklifts in the Markets.</p> <p>Patrol Market areas to prevent theft of produce and property and deal with security problems.</p>
Team	<p>Attend any Market site or location as directed.</p> <p>Recognise problems and report them to the Team Leader for resolution.</p> <p>Actively participate and co-operate in Staff Training and development programmes.</p>
Business/Financial	<p>Collect revenue and issue receipts.</p> <p>Use and operate cash receipting equipment (cash registers, computer terminals/printers).</p>
Safety	<p>Inspect and maintain fire fighting equipment.</p> <p>Inspect buildings and premises for fire and other hazards.</p> <p>Identify, remove and report any hazard.</p> <p>Evacuate buildings or areas in an emergency.</p> <p>Use fire fighting equipment to fight and contain fires.</p> <p>Maintain and administer First Aid to the injured</p>

4. Indicative tasks of a Market Officer Level 4 include the indicative duties of a Market Officer Level 3 together with:

Unit	Element
Information Handling	Consult and co-operate with other Team Leaders and teams members to ensure the achievement of SML objectives.
Communication	Provide Security advice to standholders and storeholders.

Enterprise	<p>Supervise the work of contractors and report on work performance.</p> <p>Assist with traffic management, designation of parking facilities and card access systems.</p> <p>Prepare reports and correspondence.</p> <p>Attend Management and Industry Meetings and undertake Special Projects as required.</p> <p>Comply with SML policy and procedural directions as issued from time to time.</p>
Technology	Assist with the management and operation of computer systems.
Organisational	<p>Supervise Market Officers Levels 1, 2 and 3 and monitor and regularly report on progress.</p> <p>Assist the Team Leader in designing, developing and implementing plans to improve efficiency.</p> <p>Ensure that set Team and individual Market Officer goals and targets are achieved.</p> <p>Be responsible for the care and security of SML equipment, vehicles and property.</p>
Team	Be responsible for the supervision and control of Market operations within the Team area.
Business/Financial	<p>Assist with the recovery of debts.</p> <p>Maximise revenue collection and monitor revenue control and management procedures.</p>
Safety	Provide a clean, safe and healthy environment for Market Officers, users and customers.

5. Indicative tasks of a Level 1 Clerk are:

Unit	Element
Information Handling	<p>Receive and distribute incoming mail.</p> <p>Receive and dispatch outgoing mail.</p> <p>Collate and despatch documents for bulk mailing.</p> <p>File and retrieve documents</p>
Communication	<p>Receive and relay oral and written messages.</p> <p>Complete simple forms.</p>

Enterprise	Identify key functions and personnel. Apply office procedures.
Technology	Operate office equipment appropriate to the tasks to be completed. Open computer file, retrieve and copy data. Close files.
Organisational	Plan and organise a personal daily work routine.
Team	Complete allocated tasks.
Business/Financial	Record petty cash transactions. Prepare banking documents. Prepare business source documents.

6. Indicative tasks of a Level 2 Clerk are:

Unit	Element
Information Handling	Update and modify existing organisational records. Remove inactive files. Copy data on to standard forms.
Communication	Respond to incoming telephone calls. Make telephone calls. Draft simple correspondence.
Enterprise	Provide information from own function area. Redirect inquiries and/or take appropriate follow-up action. Greet visitors and attend to their needs.
Technology	Operate equipment. Identify and/or rectify minor faults in equipment. Edit and save information. Produce document from written text using standard format. Shut down equipment.

Organisational	Organise own work schedule. Know roles and functions of other employees.
Team	Participate in identifying tasks for team. Complete own tasks. Assist others to complete tasks.
Business/Financial	Reconcile invoices for payment to creditors. Prepare statements for debtors. Enter payment summaries into journals. Post journals to ledger.

7. Indicative tasks of a Level 3 Clerk are:

Unit	Element
Information Handling	Prepare new files. Identify and process inactive files. Record documentation movements.
Communication	Respond to telephone, oral and written requests for information. Draft routine correspondence. Handle sensitive inquiries with tact and discretion.
Enterprise	Clarify specific needs of client/other employees. Provide information and advice. Follow-up on client/employee needs. Clarify the nature of a verbal message. Identify options for resolution and act accordingly.
Technology	Maintain equipment. Train others in the use of office equipment. Select appropriate media. Establish document structure. Produce documents

Organisational	<p>Co-ordinate own work routine with others.</p> <p>Make and record appointments on behalf of others.</p> <p>Make travel and accommodation bookings in line with given itinerary.</p>
Team	<p>Clarify tasks to achieve group goals.</p> <p>Negotiate allocation of tasks.</p> <p>Monitor own completion of allocated tasks.</p>
Business/Financial	<p>Reconcile accounts to balance.</p> <p>Prepare bank reconciliation's.</p> <p>Document and lodge takings at bank.</p> <p>Receive and document payment/takings.</p> <p>Despatch statements to debtors.</p> <p>Follow-up and record outstanding accounts.</p> <p>Despatch payments to creditors.</p> <p>Maintain stock control records.</p>

8. Indicative tasks of a Level 4 Clerk are:

Unit	Element
Information Handling	<p>Categorise files.</p> <p>Ensure efficient distribution of files and records.</p> <p>Maintain security of filing system.</p> <p>Train others in the operation of the filing system.</p> <p>Compile report.</p> <p>Identify information source(s) inside and outside the organisation.</p>
Communication	<p>Receive and process a request for information.</p> <p>Identify information source(s).</p> <p>Compose report/correspondence.</p>

Enterprise	Provide information on current service provision and resource allocation within area of responsibility.
	Identify trends in client requirements.
Technology	Maintain storage media. Devise and maintain filing system. Set printer for document requirements when various setups are available. Design document format. Assist and train network users. Shut down network equipment.
Organisational	Assist with appointment preparation and follow up for others Organise business itinerary. Make meeting arrangements. Record minutes of meeting. Identify credit facilities. Prepare content of documentation for meetings.
Team	Complete allocated tasks.
Business/Financial	Prepare financial reports. Draft financial forecasts/budgets. Undertake and document costing procedures.

9. Indicative tasks of a Level 5 Clerk are:

Unit	Element
Information Handling	Implement new/improved system.
	Update incoming publications.
	Circulate publications.
	Identify information source(s) inside and outside the organisation.

Communication	Obtain data from external sources. Produce report. Identify need for documents and/or research.
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation.
Technology	Establish and maintain a small network. Identify document requirements. Determine presentation and format of document and produce it.
Organisational	Organise meetings. Plan and organise conference.
Team	Draft job vacancy advertisement. Assist in the selection of staff. Plan and allocate work for the team. Monitor team performance. Organise training for team.
Business/Financial	Administer PAYE salary records. Process payment of wages and salaries. Prepare payroll data.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY OLYMPIC PARK VISITORS SERVICES (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Olympic Park Authority.

(No. IRC 708 of 2009)

Before Commissioner Macdonald

28 May 2009

VARIATION

1. Delete Table 1 - Rates of Pay, of Part B Monetary Rates, of the award published 28 November 2008 (366 I.G. 1409) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

The following shall be the ordinary hourly rates for employees engaged between Monday and Sunday, excluding public holidays.

Classification	Weekly Employees (per hour) \$	Casual Hourly Rates \$
Level 1	16.60	20.15
Level 2	18.25	22.15
Level 3	19.95	24.25
Level 4	23.15	28.10

The parties agree that the monetary figures contained in this award reflect the outcome of the 2008 State Wage Case.

2. This variation shall take effect from the first full pay period to commence on or after 2 June 2009.

A. W. MACDONALD, Commissioner.

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TEACHERS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 2277, 2280 and 2356 of 2008)

Before The Honourable Justice Walton, Vice-President

15 May 2009

AWARD

PART A - CONDITIONS

1. Arrangement

This award is arranged as follows:

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

PART A - CONDITIONS

- | | |
|----|--|
| 1. | Arrangement |
| 2. | Definitions |
| | (a) Teacher |
| | (b) Full-Time Teacher |
| | (c) Part-Time Teacher |
| | (d) Casual Teacher |
| | (e) Temporary Teacher |
| | (f) Graduate |
| | (g) Equivalent Qualifications or Equivalent Course |
| | (h) Recognised School |
| | (i) Recognised Higher Education Institution |
| | (j) Degree |
| | (k) Graduate Diploma |
| | (l) Teacher Not Otherwise Classified |
| | (m) Two Years Trained Teacher |
| | (n) Three Years Trained Teacher |
| | (o) Four Years Trained Teacher |
| | (p) Five Years Trained Teacher |
| | (q) Conditionally Classified Two Years or Three
Years Trained Teacher |
| | (r) Conditionally Classified Four Years Trained
Teacher |
| | (s) Teacher-Librarian |
| | (t) Assistant Principal |
| | (u) Positions of Special Responsibility |
| | (v) Senior Teacher 2 |
| | (w) Union |
| | (x) Service Date |
| | (y) Statement of Service |
| 3. | Terms of Engagement |
| | 3.1 Letter of Appointment |

- 3.2 Selection and Appointment Procedures
- 3.3 Normal Duties
- 3.4 Lunch Break
- 3.5 Teacher Skill Development
- 3.6 Employer Direction
- 3.7 Statement of Service
- 3.8 Casual teachers - Statement
- 4. Salaries and Related Matters
 - 4.1 Salaries Payable
 - 4.2 Special Education Teacher Allowance
 - 4.3 Credit for Previous Teaching Service
 - 4.4 Credit for Other Service
 - 4.5 Process for Applying For Credit for Service
 - 4.6 Progression (Completion of Qualifications)
 - 4.7 Payment of Salary
 - 4.8 Payment of Part-Time Temporary and Casual Teachers
 - 4.9 Travelling Expenses
 - 4.10 Payment for Supervision of Student Teachers
 - 4.11 Overpayment
 - 4.12 Annual Remuneration
- 5. Promotion Positions
 - 5.1 Allowances
 - 5.2 Acting Appointments
 - 5.3 Appointment on Merit
 - 5.4 Areas of Instruction - Secondary Schools
 - 5.5 Promotion Positions - Primary and Secondary Departments
 - 5.6 Period of Appointment
- 6. Teacher Librarians
- 7. Annual Adjustment of Salary
 - 7.1 In Lieu of the Annual Holidays Act, 1944
 - 7.2 Application of Clause
 - 7.3 Calculation of Payments
 - 7.4 Teachers who commence Employment after the School Service Date
 - 7.5 Teachers who take Approved Leave Without Pay or Parental Leave
 - 7.6 Teachers Whose Hours Have Varied
 - 7.7 Payment Not Less than under Annual Holidays Act, 1944
- 8. Annual Holiday Loading
- 9. Union Members and Representative
 - 9.1 Meeting of Members
 - 9.2 Posting of Notices
 - 9.3 Interview with Employer
- 10. Sick Leave
 - 10.1 Entitlement
 - 10.2 Accumulation
 - 10.3 Evidence of Sickness
 - 10.4 Portability
 - 10.5 Income Maintenance for Teachers on Workers Compensation
- 11. Catholic Personal/Carer's Leave
 - 11.1 Use of Sick Leave to Provide Care and Support for a Family Member
 - 11.2 Use of Sick Leave for a Pressing Domestic Necessity
 - 11.3 Notification of Intention to Take Leave

- 11.4 Unpaid Leave for Family Purpose
- 11.5 Entitlement for Casual Teachers
- 12. Parental Leave
 - 12.1 Maternity Leave
 - 12.2 Adoption Leave
 - 12.3 Paternity Leave
 - 12.4 Prior Service with Another Catholic Diocesan Employer
or Catholic Independent School
 - 12.5 Casual Teachers
 - 12.6 Right to Request
 - 12.7 Communication During Parental Leave
- 13. Long Service Leave
 - 13.1 Applicability of Long Service Leave Act, 1955
 - 13.2 Accrual of Long Service Leave from 30 January 2006
 - 13.3 Calculation of Accrual as at 29 January 2006
 - 13.4 Entitlement to Long Service Leave and Payment on Termination
 - 13.5 Conditions of Taking Leave
 - 13.6 Public Holidays and Long Service Leave
 - 13.7 Service
 - 13.8 Payment in Lieu of Long Service Leave
 - 13.9 Long Service Leave and Leave Without Pay
 - 13.10 Long Service Leave in Short Blocks
- 14. Other Leave
 - 14.1 Bereavement Leave
 - 14.2 Military Reserve Leave
 - 14.3 Examination Study Leave
 - 14.4 Jury Service
 - 14.5 Short Community Service
 - 14.6 Overseas Volunteer Programs
- 15. Termination
 - 15.1 Period of Notice
 - 15.2 Summary Dismissal
 - 15.3 Payment on Termination
 - 15.4 Calculation of Payments
 - 15.5 Statement of Service
- 16. Occupational Superannuation (Contribution by Employer)
 - 16.1 Definitions
 - 16.2 Fund
 - 16.3 Benefits
 - 16.4 Transfers between Funds
- 17. Anti-Discrimination
- 18. Fair Procedures For Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act 1974.
 - 18.1 Definitions
 - 18.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations
 - 18.3 Access to files
 - 18.4 Additional Documentation from Employee
 - 18.5 Confidentiality of Documents and Files
- 19. Suspension
- 20. Disputes Procedure
- 21. No Extra Claims
- 22. Area Incidence and Duration

PART B - MONETARY RATES

Table 1 - Wage Rates

Table 2 - Allowances for Positions of Special Responsibility

Table 3A - Allowances for Assistant Principal Positions in the
Diocese of Broken BayTable 3B - Salaries for Assistant Principal Positions for the
Archdiocese of Sydney and Diocese of Parramatta

Table 4 - Other Rates

Annexure A - Teacher Classifications and Teacher Librarians

Annexure B - Portability

2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be recorded in writing and signed by the teacher and representative of the employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the teacher is not required to teach) shall be included.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A teacher may be employed as a Temporary Teacher in the following circumstances:
 - (i) where a teacher is employed to replace a teacher on leave or secondment.
 - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - (iii) where a teacher is employed on a specific programme not funded by the diocese, or a new programme or initiative funded by the diocese which is not of an on-going nature.
 - (iv) where a teacher resigns during a school year and the usual diocesan practice is that such positions are filled on a temporary basis.
 - (v) where an ongoing position has not been able to be filled using normal selection criteria and the teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, such reason being one of the reasons specified above.

In the case of paragraph (i), the appointment may be for the whole of the period of leave or secondment of the teacher. In the case of paragraphs (ii) and (iii), the appointment may be for a period of up to two full school years. The employer, the union and the teacher may agree to

extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

In the case of paragraph (iv) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (v) the appointment may be for a period of up to one full school year.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the Education Act 1990 or any registered special school within the meaning of that Act or school for the disabled.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two, Three or Four Years Trained.
- (m) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education (four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or

- (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (p) "Five Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Years/Three Years Trained Teacher" means; a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification. The classification "Conditionally Classified Two Years Trained Teacher" shall only apply to persons classified as such and who were employed on or before 29 January 2006.
- (r) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) "Teacher-Librarian" means a teacher appointed as such.
- (t) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (u) Positions of Special Responsibility:
- (i) "Co-ordinator 1" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
- (v) "Senior Teacher 2" means a teacher who is a Senior Teacher 1 and is appointed as a Senior Teacher 2 in the Archdiocese of Sydney with duties as set out in the relevant Diocesan agreement. (Senior Teacher - 1" means a teacher who was classified as such prior to the introduction of this award).
- (w) "Union" means the New South Wales Independent Education Union.
- (x) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (y) "Statement of Service" means a statement from an employer on official letterhead that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Selection and Appointment Procedures.

Normally, teaching positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential duties.

3.4 Meal Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a meal break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.5 Teacher Skill Development

(a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development.

(b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.

(c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.

(d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this sub-clause with appropriate modification and shall be expected to participate as appropriate.

3.6 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.

3.7 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.

3.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. Salaries and Related Matters

4.1 Salaries Payable -

(a) The minimum annual rate of salary payable to full-time teachers in schools shall be as set out in Table 1 - Wage Rates of Part B, Monetary Rates. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

(b) Five Years Trained Teacher

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.

(c) Four Years Trained Teacher

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.

(d) Three Years Trained Teacher

(i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.

(ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.

(e) Two Years Trained Teacher

(i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.

(ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.

(iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.

(iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.

(f) Conditionally Classified Two Years Trained Teacher

A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 6 of the scale; provided that a teacher shall, after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

This clause will only apply to teachers classified as such and employed on or before 29 January 2006.

(g) Conditionally Classified Three years Trained Teacher

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(h) Conditionally Classified Four Years Trained Teacher

A Four Years Trained Conditionally Classified Teacher shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(i) Teacher Not Otherwise Classified

A Teacher Not Otherwise Classified shall commence on Step 1 of the scale and progress according to years of service to Step 6.

(j) Previous Award Classification

Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 Special Education Teacher Allowance

- (a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in sub-clause 4.1 of this clause an allowance as set out in Item 1 of Table 4 - Other Rates, of Part B, Monetary Rates.
- (b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in (a) of this sub-clause, a further allowance at the rate as set out in Item 2 of the said Table 4 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 4.

4.3 Credit for Previous Teaching Service

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:
- (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;
 - (iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service.
- (b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with sub-clause 4.4.

4.4 Credit for Other Service

(a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (e.g. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

(b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

(c) Child-Rearing

A teacher who has been primarily engaged in child rearing, shall have such period recognised on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing.

This sub clause will apply only to teachers employed or

re-employed in Catholic school systemic schools after 7 April 1991.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this sub-clause.

4.5 Process for Applying For Credit for Service

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by a teacher for recognition of previous teaching service or industry experience pursuant to subclauses 4.3 and 4.4 of this clause shall be supported by a statement of service on official letterhead (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by a teacher for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.

- (c) An application for recognition of previous service (including child-rearing) pursuant to subclauses 4.3 and 4.4 of this clause shall be granted, if successful, from the date the application was received by the employer. In the case where the application was received within one school term of the date the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.

- (b)

- (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;

- (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:

- (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or

- (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application.

- (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.

- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.

- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, Conditionally Classified Four Years Trained or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.8 Payment of Part-Time Temporary and Casual Teachers

- (a)
 - (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
 - (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours which a full-time teacher-librarian at the school would be required to work if employed.
 - (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
 - (iv) Part-time teachers shall be required to attend school on the number of days per week which is generally consistent with their scheduled teaching load, provided that the Principal has sufficient flexibility to ensure that the needs of pupils are met. In the event of a dispute between the teacher and the Principal in relation to this clause, the parties shall follow the procedure set out in clause 20. Disputes Procedure of this award.
- (b) The salary payable to a casual teacher shall be the appropriate rate in sub-clause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment or 408 in the case of a half daily payment plus an additional 5% loading, provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	7
Two Years Trained	5
Not Otherwise Classified	1
Conditionally Classified Four Years Trained	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act 1944.

4.9 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 4 - Other Rates of Part B, Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.10 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.11 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the teacher shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.12 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.

5. Promotion Positions

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be as set out in Table 2 - Allowances for Positions of Special Responsibility, of Part B, Monetary Rates. Such allowances shall be in addition to the salary applicable to the appointee.
- (b) The allowance for the Assistant Principal position in the Diocese of Broken Bay shall be as set out in Table 3A - Allowances for Assistant Principal Positions in the Diocese of Broken Bay. Such allowance shall be in addition to the salary applicable to the appointee.

The salaries for Assistant Principals employed in either the Archdiocese of Sydney or the Diocese of Parramatta shall be set out in Table 3B - Salaries for Assistant Principal Positions for the Archdiocese of Sydney and Diocese of Parramatta.

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for ten or more consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in sub-clause 5.5, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a secondary department the hours of which aggregate more than 54 hours per week averaged over the school year (or in the case of the Diocese of Broken Bay more than 2000 indicative hours per annum) a Co-ordinator 2 shall be appointed to co-ordinate such area of instruction.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year or 4000 indicative hours per annum in the Diocese of Broken Bay. Where hours per week exceed 108 hours per week or exceed 4000 indicative hours per annum in the Diocese of Broken Bay the area of instruction shall attract the equivalent of a Co-ordinator 3. There is no requirement to appoint a Co-ordinator 3 as such, the position may be filled by appointing a Co-ordinator 2 assisted by a Co-ordinator 1.

5.5 Promotions Positions - Primary and Secondary Departments

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of promotions points required to be appointed in a Secondary Department shall be determined in accordance with the points as set out in the following table:

Enrolment at Previous Year's Census Date	Number of Points 7 - 12	Number of Points 7 - 10	Number of Points 11 - 12
1-200	-		
201-300	-	12	
301-400	16	16	
401-500	20	16	18
501-600	22	20	20
601-700	26	22	
701-800	30		
801-900	32		
901-1000	34		
1001-1100	37		
1101-1200	40		
1201-1300	42		

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

- (c) The minimum number of promotions points required to be appointed in a Primary Department shall be determined in accordance with the points as set out in the following table:

Enrolment at Previous Year's Census Date	Number of Points
1-100	-

101-200	-
201-250	2
250-400	3
401-500	5
501-600	5
601-700	8
701-800	9
801+	11

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

5.6 Period of Appointment

The period of appointment shall be as specified in the relevant Diocesan enterprise agreement.

6. Teacher Librarians

For classifications and duties of teacher-librarians refer to Annexure A

7. Annual Adjustment of Salary

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act 1944; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 7.2 shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

A = The number of term weeks worked by the teacher since the school service date

- B = The number of non-term weeks in the school year
 C = The number of term weeks in the school year
 D = Result in weeks
 E = The number of non-term weeks worked by the teacher since the school service date
 F = Result in weeks
 G = The teacher's current fortnightly salary
 H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the teacher since the school service date
 B = Salary paid to the teacher in respect of non-term weeks since the school service date
 C = Salary paid to the teacher in respect of term weeks since the school service date
 D = The total number of non-term weeks in the school year
 E = The total number of term weeks in the school year
 F = Result in dollars
 G = Amount Due

7.4 Teachers who commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to sub-clause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who take Approved Leave Without Pay or Unpaid Parental Leave

Where a teacher takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:

- (i) by applying the formula in sub-clause 7.3 as if no payment had been made to the teacher at the commencement of leave;
- (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the Annual Holidays Act 1944, in respect of a year of employment.

8. Annual Holiday Loading

8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.

8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.

8.3 The loading shall be calculated:

- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the Annual Holidays Act 1944 at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under subclause 8.6.

8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.

8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries and clause 5, Promotion Positions, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to sub-clause 7.3, of clause 7 Annual Adjustment of Salary or subclause 15.4 of clause 15 Termination.

8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or sub-clause 15.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole

school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. Union Members and Representative

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to discuss union business with the employer or the Principal. Such discussion shall take place at a time and place convenient to both parties.

10. Sick Leave

- 10.1 Entitlement - Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:
- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.
 - (b) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
 - (c) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputised by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
 - (d) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
 - (e) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
 - (f) The teacher, if required by the employer, complies with subclause 10.4 of this clause.
- 10.2 Accumulation - Sick leave shall accumulate from year to year as follows:
- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
 - (b) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.
- 10.3 Evidence of Sickness
- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.

- (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
 - (ii) After consideration of the teacher's response, the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
 - (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
 - (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the principal of the school and the Diocesan office.
 - (v) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months if either party to the award so requests.

10.4 Portability

- (a) A teacher who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary teacher, and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 29 January 1996 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with or in the Diocese.
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
 - (i) The teacher has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (ii) The former Catholic Diocesan employer or Catholic Independent School will provide to each teacher, on the teacher's termination of employment, a completed version of the form set out in Annexure B of this award and the teacher will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong; "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004

published on 18 March 2005 (349 I.G. 395) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.

- (e) Notwithstanding paragraphs (a) and (b) of this sub-clause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools to a Catholic Diocesan Employer shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of sub-clause 10.1 shall not exceed 25 days (with one or more employers).

10.5 Income Maintenance for Teachers on Workers Compensation

This sub-clause applies to a teacher who is totally unfit for work (total incapacity) and is in receipt of a weekly payment pursuant to workers compensation legislation. During the first 26 weeks only of the period that the teacher is unfit for work, if the weekly compensation payment received by the teacher is less than the award rate of pay applicable to the teacher, the teacher shall be entitled to top up the fortnightly salary to the award rate by taking any sick leave or long service leave to which the teacher is entitled. The leave balance of the teacher shall be reduced proportionately.

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this sub clause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The teacher shall, if required,
- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the teacher being responsible for the care of the person concerned; and
- (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 20 should be followed.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 11.2 (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably

withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act 1977.

- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

11.5 Entitlement for Casual Teachers

- (a) Subject to the requirements in paragraph 11.1(b) and sub clause 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub clause 11.1 (c) (ii) or 11.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

12. Parental Leave

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and

- (ii) the date of birth is on or after 30 January 2006

shall be entitled to maternity leave in accordance with this sub-clause.

- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a teacher works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the teacher (to which the teacher, but for this clause, would have been entitled under clause 10, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the teacher is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the teacher for the purpose of clause 7, Annual Adjustment of Salary and clause 15, Termination.
- (i) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a teacher gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the teacher will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the teacher will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

- (iii) Transitional Arrangements - The provisions of the preceding award relating to paid maternity leave shall apply to a teacher whose baby is born on or after 1 January 2006 and before 30 January 2006.

12.2 Adoption Leave

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the Industrial Relations Act, 1996.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

12.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 10.4(d) of this award.

12.5 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the Industrial Relations Act 1996 (NSW)) because:

- (a) the teacher or teacher's spouse is pregnant; or
- (b) the teacher is or has been immediately absent on parental leave.

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

12.6 Right to Request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the teacher in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Teacher's request and the employer's decision to be in writing

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this sub clause must be recorded in writing.

- (d) Request to return to work part-time

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

12.7 Communication During Parental Leave

- (a) Where a teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave; and
 - (ii) provide an opportunity for the teacher to discuss any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave.
- (b) The teacher shall take reasonable steps to inform the employer about any significant matter that will affect the teacher's decision regarding the duration of parental leave to be taken, whether the teacher intends to return to work and whether the teacher intends to request to return to work on a part-time basis.

- (c) The teacher shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

13. Long Service Leave

13.1 Applicability of Long Service Leave Act 1955

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to teachers employed under this award.

13.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a teacher shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a teacher who has completed:
- (i) less than ten years service, in respect of full-time service a teacher shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a teacher shall accrue 10 days per year of service.
- (b) A teacher shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of teaching hours per week worked by a teacher bears to the number of teaching hours which a full-time teacher at the school is required to teach per week. (NB that this formula is the same as that which is utilised in subclause 4.8 of this award for calculation of payment of part-time teachers).
- (d) A teacher shall be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 13.3.

13.3 Calculation of Accrual as at 29 January 2006

- (a) A teacher whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of teachers within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a teacher is entitled to as at 29 January 2006:

- (i) all full-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
- (ii) all part-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 13.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

13.4 Entitlement to Long Service Leave and Payment of Long Service Leave on Termination

- (a) A teacher shall be entitled to take long service leave accrued in accordance with subclauses 13.2 and 13.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a teacher who has completed at least 5 years service with an employer and the service of the teacher is terminated or ceases for any reason, such teacher shall be paid their accrued long service leave calculated in accordance with subclause 13.2 and subclause 13.3 of this clause.

13.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the teacher can be taken at the teacher's current FTE when the long service leave is taken.

For example, a teacher works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The teacher would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the teacher works 2.5 days per week (0.5 FTE) at the time they commence leave, the teacher would be entitled to take their 90 days of long service leave over 36 weeks.

The following paragraphs (b) - (e) apply to the Dioceses of Broken Bay and Parramatta only. For the corresponding conditions of taking leave for the Archdiocese of Sydney see the Enterprise Agreement.

- (b) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms notice of any requirement that such leave be taken.
- (c) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.10 Long Service Leave in Short Blocks nor in accordance with other diocesan policy on long service leave, then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term

(the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

13.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

13.7 Service

The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking approved leave without pay (including unpaid leave in accordance with clause 12, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.8 Payment in Lieu of Long Service Leave

(a) Diocese of Broken Bay

- (i) Where a teacher has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (that is, at least for a month) the teacher and the employer may agree that, in addition to payment for the long service leave taken, the teacher may be paid an amount in lieu of any additional long service leave accumulated by the teacher.
- (ii) If payment is elected to be taken in lieu of long service leave the amount the employer will pay in lieu of long service leave will be limited to the amount taken in actual leave.
- (iii) Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (iv) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

(b) Diocese of Parramatta

See the relevant Enterprise Agreement

(c) Archdiocese of Sydney

See the relevant Enterprise Agreement.

13.9 Long Service Leave and Leave Without Pay

Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

13.10 Long Service Leave in Short Blocks

- (a) The Diocese of Broken Bay may permit a teacher to take long service leave in blocks of less than a full term; provided that:
 - (i) the teacher has eligible service of at least five years;

- (ii) the application is approved by the principal having regards to the educational needs of the students, critical times of the school year and the personal circumstances of the teacher;
 - (iii) the minimum period of leave to be taken in any one application is two weeks;
 - (iv) the period of leave is taken within a single term; and
 - (v) the leave may not be taken during the first four weeks of first term.
- (b) Diocese of Parramatta
See the relevant Enterprise Agreement.
- (c) Archdiocese of Sydney
See the relevant Enterprise Agreement.

14. Other Leave

14.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in their absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) the employer in their absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in Clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of Clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.
- (g) Bereavement Entitlement for Casual Teachers
 - (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/ Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.

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

14.2 Military Reserve Leave

Military Reserve Leave - A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

14.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

14.4 Jury Service

- (a) A full time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

14.5 Short Community Service

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

14.6 Overseas Volunteer Programs

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

15. Termination

15.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

15.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

15.3 Payment on Termination

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this award.

15.4 Calculation of Payments

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks
- G = Teachers current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the teacher since the school service date
- B = Salary paid to the teacher in respect of non-terms weeks since the school service date
- C = Salary paid to the teacher in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

15.5 Statement of Service

Refer to sub-clauses 3.7 and 3.8 of clause 3, Terms of Engagement.

16. Occupational Superannuation (Contribution by Employer)

16.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotion Positions of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7 Annual Adjustment of Salary or clause 15 Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

16.2 Fund - The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

16.3 Benefits

- (a) Except as provided in paragraphs (c), (d) (f) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine per cent of the employee's basic earnings.
- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid:
 - (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.
- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause in

the case of a full-time employee and paragraph (f) of this subclause in the case of a casual employee.

16.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause 16.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

17. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

18. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act 1974

18.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the Ombudsman Act 1974 means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the Ombudsman Act 1974 applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the Ombudsman Act 1974.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

18.2 Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

18.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.

- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

18.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

18.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

19. Suspension

Notwithstanding any of the provisions in this award, an employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

20. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award by measures based on consultation, co-operation and negotiation.

- 20.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 20.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 20.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 20.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 20.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.

- 20.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

21. No Extra Claims

- 21.1 Subject to sub-clause 21.3, the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2011.
- 21.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2011 and no claim can be made for such increases.
- 21.3
- (a) The establishment of the classification of Professionally Accomplished Teacher shall be the subject of further discussion between the parties and will be conditional upon the availability of Commonwealth funds.
- (b) If the process and circumstances specified in paragraph (a) have occurred but there is no agreement reached on the rate of pay and other matters related to this classification, leave is reserved for either party to apply to the Industrial Relations Commission in relation to this matter.

22. Area Incidence and Duration

- 22.1 This award replaces and rescinds the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006 published 16 June 2006 (359 I.G. 802).
- 22.2 It shall apply to all teachers and teacher-librarians employed in any recognised Catholic school or special school registered under the provisions of the Education Act 1990 and operated by the Archdiocese of Sydney or the Diocese of Broken Bay or the Diocese of Parramatta.

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee.
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the Children (Care and Protection) Act 1987.
- 22.3 This award shall take effect from 1 January 2009 and remain in force until 31 December 2011.

PART B**Table 1 - Wage Rates**

Annual Salary			
Step	Effective from first pay period on or after 1 January 2009 (4.4 %) \$	Effective from first pay period on or after 1 January 2010 (3.8%) \$	Effective from first pay period on or after 1 January 2011 (3.8%) \$
1	40,909	42464	44078
2	44,590	46284	48043
3	47,563	49370	51246
4	50,026	51927	53900
5	52,745	54749	56829
6	55,458	57565	59752
7	58,178	60389	62684
8	60,898	63212	65614
9	63,614	66031	68540
10	66,332	68853	71469
11	69,047	71671	74394
12	71,769	74496	77327
13	78,667	81656	84759

Table 2 - Allowances for Positions of Special Responsibility

Clause No.	Position	Annual Allowance		
		Effective from first pay period on or after 1 January 2009 (4.4%) \$	Effective from first pay period on or after 1 January 2010 (3.8%) \$	Effective from first pay period on or after 1 January 2011 (3.8%) \$
	Senior Teacher 2	6,115	6348	6589
	Co-ordinator 1	6,115	6348	6589
	Co-ordinator 2	12,230	12695	13177
	Co-ordinator 3	18,345	19043	19766

Table 3A - Allowances for Assistant Principal Positions in the Diocese of Broken Bay

Clause No.	Position	Annual Allowance		
		Effective from first pay period on or after 1 January 2009 (4.4%) \$	Effective from first pay period on or after 1 January 2010 (3.8%) \$	Effective from first pay period on or after 1 January 2011 (3.8%) \$
5.1(b)	Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date			
	201-300	24,090	25006	25956
	301-600	26,608	27619	28668
	601-900	29,125	30232	31381
	901-1200	31,639	32842	34090
	1201+	34,160	35458	36805

	Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date			
	101-250	19,409	20147	20913
	251-400	21,690	22515	23370
	401-600	24,090	25006	25956
	601-800	26,608	27619	28668
	801 +	29,125	30232	31381

Table 3B - Salaries for Assistant Principal Positions for the

Archdiocese of Sydney and the Diocese of Parramatta.

Clause No.	Position	Annual Salary		
		Effective from first pay period on or after 1 January 2009 (4.4%) \$	Effective from first pay period on or after 1 January 2010 (3.8%) \$	Effective from first pay period on or after 1 January 2011 (3.8%) \$
5.1(b)	Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date			
	201-300	102,757	106662	110715
	301-600	105,275	109275	113427
	601-900	107,792	111888	116140
	901-1200	110,306	114498	118849
	1201-1500	112,827	117114	121564
	1500+	116,318	120738	125326
	Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date			
	101-250	98,076	101803	105672
	251-400	100,357	104171	108129
	401-600	102,757	106662	110715
	601-800	105,275	109275	113427
	801 +	107,792	111888	116140

Table 4 - Other Rates

Item	Clause No.	Brief Description	Effective from first pay period on or after 1 January 2009 (4.4%) \$	Effective from first pay period on or after 1 January 2010 (3.8%) \$	Effective from first pay period on or after 1 January 2011 (3.8%) \$
1	4.2(a)	(i) Full-time Teacher teaching classes of children with a disability (ii) Part-time or Casual Teachers teaching classes of children with a disability	2,356 per annum 11.55 per day	2,446 per annum 11.99 per day	2,539 per annum 12.45 per day
2	4.2(b)	Principal Teachers of school for children with a disability for each Teacher supervised	370 per annum per teacher	384 per annum per teacher	399 per annum per teacher
3	4.2(b)	Maximum payment per annum under Item 2	1,916 per annum	1,989 per annum	2,065 per annum
4	4.9	Own car allowance where use authorised by the school	0.60 per km	0.60 per km	0.60 per km

ANNEXURE A

Teacher Classifications and Teacher Librarians.

1. Teacher Classifications

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2. Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or

- (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
 - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. Teacher-Librarians

The role description of a teacher-librarian is as follows:

A Teacher Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum and
- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

The Role Description Which Is Developed At Each School Should:

promote the role of Teacher Librarian within the school

facilitate effective and valid appraisal

assist in establishing a professional development agenda for the Teacher Librarian

Key Accountabilities

Within The School. The Teacher Librarian Is Expected To

show a commitment to the Church's mission in Catholic education

have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development

initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs

play a role in the whole schools information technology program

provide experiences to encourage reading, literacy, and information usage

develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers

facilitate access to external sources of information

take responsibility for library management

participate in activities which support the development of the school community

ANNEXURE B
PORTABILITY

Part to be completed by teacher:

Name of Teacher:

Name of former Catholic Employer: _____

I, _____ was formerly employed by _____
(Name of teacher) (Name of former Catholic employer)

as a teacher from _____ to _____
(Date) (Date)

I commenced as a teacher with _____ on _____
(Date)

Signature Date

Part to be completed by former Catholic Employer:

_____ was employed by the employer as a teacher
(Name of teacher)

and ceased work on _____
(Date)

At that time, untaken sick leave with the employer over the proceeding _____ years of continuous service is as follows:

_____ (Date)

SET OUT RECORD

e.g:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

Employer Date

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

TEACHERS (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 2277, 2280 and 2356 of 2008)

Before The Honourable Justice Walton, Vice-President

15 May 2009

AWARD

PART A - CONDITIONS

1. Arrangement

This award is arranged as follows:

Clause No.	Subject Matter
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PART A - CONDITIONS

- | | |
|----|---|
| 1. | Arrangement |
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| | (a) Teacher |
| | (b) Full-Time Teacher |
| | (c) Part-Time Teacher |
| | (d) Casual Teacher |
| | (e) Temporary Teacher |
| | (f) Graduate |
| | (g) Equivalent Qualifications or Equivalent Course |
| | (h) Recognised School |
| | (i) Recognised Higher Education Institution |
| | (j) Degree |
| | (k) Graduate Diploma |
| | (l) Teacher Not Otherwise Classified |
| | (m) Two Years Trained Teacher |
| | (n) Three Years Trained Teacher |
| | (o) Four Years Trained Teacher |
| | (p) Five Years Trained Teacher |
| | (q) Conditionally Classified Two Years or Three Years Trained Teacher |
| | (r) Conditionally Classified Four Years Trained Teacher |
| | (s) Teacher-Librarian |
| | (t) Primary Department |
| | (u) Secondary Department |
| | (v) Assistant Principal |
| | (w) Positions of Special Responsibility |
| | (x) Union |
| | (y) Diocese |
| | (z) Service Date |
| | (aa) Statement of Service |
| 3. | Terms of Engagement |
| | 3.1 Letter of Appointment |

- 3.2 Selection and Appointment Procedures
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Table 3 - Allowances for Assistant Principal Positions

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Annexure C - Diocese of Lismore

2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be recorded in writing and signed by the teacher and representative of the employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the teacher is not required to teach) shall be included.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A teacher may be employed as a Temporary Teacher in the following circumstances:
 - (i) where a teacher is employed to replace a teacher on leave or secondment.
 - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - (iii) where a teacher is employed on a specific programme not funded by the diocese, or a new programme or initiative funded by the diocese which is not of an on-going nature.
 - (iv) where a teacher resigns during a school year and the usual diocesan practice is that such positions are filled on a temporary basis.
 - (v) where an ongoing position has not been able to be filled using normal selection criteria and the teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, such reason being one of the reasons specified above.

In the case of paragraph (i), the appointment may be for the whole of the period of leave or secondment of the teacher.

In the case of paragraphs (ii) and (iii), the appointment may be for a period of up to two full school years. The employer, the union and the teacher may agree to extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

In the case of paragraph (iv) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (v) the appointment may be for a period of up to one full school year.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the Education Act 1990 or any registered special school within the meaning of that Act or school for the disabled.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two or Three Years or Four Years Trained.
- (m) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education (four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or

- (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (p) "Five Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Year/Three Years Trained Teacher" means; a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification. The classification "Conditionally Classified Two Years Trained Teacher" shall only apply to persons classified as such and who were employed on or before 29 January 2006.
- (r) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) "Teacher-Librarian" means a teacher appointed as such.
- (t) "Primary Department" means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.
- (u) "Secondary Department" means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.
- (v) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (w) Positions of Special Responsibility:
 - (i) "Co-ordinator 1" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
- (x) "Union" means the New South Wales Independent Education Union.
- (y) "Diocese" means the one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong as appropriate
- (z) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (aa) "Statement of Service" means a statement from an employer on official letterhead that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Selection and Appointment Procedures.

Normally, teaching positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential duties.

3.4 Meal Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a meal break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.5 Teacher Skill Development

(a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development.

(b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.

(c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.

(d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this sub-clause with appropriate modification and shall be expected to participate as appropriate.

3.6 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.

3.7 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.

- 3.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. Salaries and Related Matters

4.1 Salaries Payable -

- (a) The minimum annual rate of salary payable to full-time teachers in schools shall be as set out in Table 1 - Wage Rates of Part B, Monetary Rates. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

(b) Five Years Trained Teacher

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.

(c) Four Years Trained Teacher

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.

(d) Three Years Trained Teacher

- (i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.

- (ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.

(e) Two Years Trained Teacher

- (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.

- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.

- (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.

- (iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.

(f) Conditionally Classified Two Years Trained Teacher

A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 6 of the scale; provided that a teacher shall,

after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

This clause will only apply to teachers classified as such and employed on or before 29 January 2006.

(g) Conditionally Classified Three years Trained Teacher

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(h) Conditionally Classified Four Years Trained Teacher

A Four Years Trained Conditionally Classified Teacher shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(i) Teacher Not Otherwise Classified

A Teacher Not Otherwise Classified shall commence on Step 1 of the scale and progress according to years of service to Step 6.

(j) Previous Award Classification

Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 Special Education Teacher Allowance

(a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in sub-clause 4.1 of this clause an allowance as set out in Item 1 of Table 4 - Other Rates, of Part B, Monetary Rates.

(b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in (a) of this sub-clause, a further allowance at the rate as set out in Item 2 of the said Table 4 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 4.

4.3 Credit for Previous Teaching Service

(a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:

(i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;

(ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;

(iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service.

(b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of

the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with sub-clause 4.4.

4.4 Credit for Other Service

(a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (e.g. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

(b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

(c) Child-Rearing

A teacher who has been primarily engaged in child rearing, shall have such period recognised on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing

This sub clause will apply only to teachers employed or

re-employed in Catholic school systemic schools after 7 April 1991.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this sub-clause.

4.5 Process for Applying For Credit for Service

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.

- (b) An application by a teacher for recognition of previous teaching service or industry experience pursuant to subclauses 4.3 and 4.4 of this clause shall be supported by a statement of service on official letterhead (or similar statement in the case of employment by an employer other than an

educational institution) which establishes the period of service to be recognised. An application by a teacher for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.

- (c) An application for recognition of previous service (including child-rearing) pursuant to subclauses 4.3 and 4.4 of this clause shall be granted, if successful, from the date the application was received by the employer. In the case where the application was received within one school term of the date the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.
- (b)
 - (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;
 - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or
 - (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
 - (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.
- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.
- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, Conditionally Classified Four Years Trained or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.8 Payment of Part-Time Temporary and Casual Teachers

- (a)
- (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
- (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours which a full-time teacher-librarian at the school would be required to work if employed.
- (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
- (iv) Part-time teachers shall be required to attend school on the number of days per week which is generally consistent with their scheduled teaching load, provided that the Principal has sufficient flexibility to ensure that the needs of pupils are met. In the event of a dispute between the teacher and the Principal in relation to this clause, the parties shall follow the procedure set out in clause 20. Disputes Procedure of this award.
- (b) The salary payable to a casual teacher shall be the appropriate rate in sub-clause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment or 408 in the case of a half daily payment plus an additional 5% loading, provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	7
Two Years Trained	5
Not Otherwise Classified	1
Conditionally Classified Four Years Trained	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act 1944.

4.9 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item

4 of Table 3 - Other Rates of Part B, Monetary Rates. This paragraph shall not apply to the Dioceses of Armidale, Bathurst, Wagga Wagga and Wilcannia-Forbes (see the relevant Enterprise Agreement). In the case of the Diocese of Lismore refer to Annexure C of this award.

- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.10 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.11 Overpayment

Where an employer becomes aware that payments have been made over or under entitlements the teacher shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

4.12 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.

5. Promotion Positions

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be as set out in Table 2 - Allowances for Positions of Special Responsibility, of Part B, Monetary Rates. Such allowances shall be in addition to the salary applicable to the appointee.
- (b) The allowance for the Assistant Principal position shall be as set out in Table 3 - Allowances for Assistant Principal Positions. Such allowance shall be in addition to the salary applicable to the appointee.

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for ten or more consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in sub-clause 5.5, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a secondary department the hours of which aggregate more than 54 hours per week averaged over the school year a Co-ordinator 2 shall be appointed to co-ordinate such area of instruction unless otherwise provided in the relevant Diocesan enterprise agreement.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year. Where hours per week exceed 108 hours per week the area of instruction shall attract the equivalent of a Co-ordinator 3. There is no requirement to appoint a Co-ordinator 3 as such, the position may be filled by appointing a Co-ordinator 2 assisted by a Co-ordinator 1.

5.5 Promotions Positions - Primary and Secondary Departments

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of promotions points required to be appointed in a Secondary Department shall be determined in accordance with the points as set out in the following table:

Secondary Enrolments at Previous Year's Census Date	Co-ordinator Points		Total
	General	Learning Technologies	
1-200	2	-	2
201-300	4	-	4
301-350	9	-	9
351-400	9	-	9
401-450	11	-	11
451-500	13	-	13
501-550	15	-	15
551-600	16	-	16
601-700	17	-	17
701-800	23	2	25
801-900	26	2	28
901-1000	28	2	30
1001-1200	30	2	32
1201-1400	32	2	34
1401-1600	34	2	36

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

- (c) The minimum number of promotions points required to be appointed in a Primary Department shall be determined in accordance with the points as set out in the following table:

Primary Enrolments at Previous Year's Census Date	Co-ordinator Points		Total
	General	Learning Technologies	
1-100	-	-	-
101-200	-	-	-
201-250	1	-	1
251-300	2	-	2
301-400	2	-	2
401-500	4	-	4
501-600	4	-	4
601-700	6	1	7
700+	6	2	8

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

5.6 Period of Appointment

The period of appointment shall be as specified in the relevant Diocesan enterprise agreement.

6. Teacher Librarians

For classifications and duties of teacher-librarians refer to Annexure A

7. Annual Adjustment of Salary

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act 1944; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 7.2 shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks
- G = The teacher's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the teacher since the school service date
- B = Salary paid to the teacher in respect of non-term weeks since the school service date
- C = Salary paid to the teacher in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

7.4 Teachers who commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to sub-clause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who take Approved Leave Without Pay or Unpaid Parental Leave

Where a teacher takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.

- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
- (i) by applying the formula in sub-clause 7.3 as if no payment had been made to the teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the Annual Holidays Act 1944, in respect of a year of employment.

8. Annual Holiday Loading

8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.

8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.

8.3 The loading shall be calculated:

- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the Annual Holidays Act 1944 at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under subclause 8.6.

8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.

8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries and clause 5, Promotion Positions, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to sub-clause 7.3, of clause 7 Annual Adjustment of Salary or subclause 15.4 of clause 15 Termination.

- 8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or sub-clause 15.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. Union Members and Representative

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to discuss union business with the employer or the Principal. Such discussion shall take place at a time and place convenient to both parties.

10. Sick Leave

- 10.1 Entitlement - Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:
- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.
 - (b) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
 - (c) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputised by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
 - (d) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
 - (e) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
 - (f) The teacher, if required by the employer, complies with subclause 10.4 of this clause.
- 10.2 Accumulation - Sick leave shall accumulate from year to year as follows:
- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
 - (b) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.
- 10.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
 - (ii) After consideration of the teacher's response, the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
 - (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
 - (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the principal of the school and the Diocesan office.
 - (v) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months if either party to the award so requests.

10.4 Portability

- (a) A teacher who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary teacher, and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 29 January 1996 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with or in the Diocese.
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
 - (i) The teacher has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (ii) The former Catholic Diocesan employer or Catholic Independent School will provide to each teacher, on the teacher's termination of employment, a completed version of the form set out in Annexure B of this award and the teacher will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.

- (d) For the purpose of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong; "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award 2004 published on 18 March 2005 (349 I.G. 395) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.
- (e) Notwithstanding paragraphs (a) and (b) of this sub-clause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools to a Catholic Diocesan Employer shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of sub-clause 10.1 shall not exceed 25 days (with one or more employers).

10.5 Income Maintenance for Teachers on Workers Compensation

This sub-clause applies to a teacher who is totally unfit for work (total incapacity) and is in receipt of a weekly payment pursuant to workers compensation legislation. During the first 26 weeks only of the period that the teacher is unfit for work, if the weekly compensation payment received by the teacher is less than the award rate of pay applicable to the teacher, the teacher shall be entitled to top up the fortnightly salary to the award rate by taking any sick leave or long service leave to which the teacher is entitled. The leave balance of the teacher shall be reduced proportionately.

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The teacher shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the teacher being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 20 should be followed.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 11.2 (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act 1977.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

11.5 Entitlement for Casual Teachers

- (a) Subject to the requirements in paragraph 11.1(b) and sub clause 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub clause 11.1 (c) (ii) or 11.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

12. Parental Leave

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and:
- (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006
- shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a teacher works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the teacher (to which the teacher, but for this clause, would have been entitled under clause 10, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the teacher is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the teacher for the purpose of clause 7, Annual Adjustment of Salary and clause 15, Termination.
- (i) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a teacher gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the teacher will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the teacher will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.

- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - The provisions of the preceding award relating to maternity leave shall apply to a teacher whose baby is born on or after 1 January 2006 and before 30 January 2006.

12.2 Adoption Leave

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the Industrial Relations Act, 1996.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

12.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 10.4(d) of this award.

12.5 Casual Teachers

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the Industrial Relations Act 1996 (NSW)) because:

- (a) the teacher or teacher's spouse is pregnant; or
- (b) the teacher is or has been immediately absent on parental leave.

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

12.6 Right to Request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
 - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the teacher in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Teacher's request and the employer's decision to be in writing

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this sub clause must be recorded in writing.

- (d) Request to return to work part-time

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

12.7 Communication During Parental Leave

- (a) Where a teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave; and
 - (ii) provide an opportunity for the teacher to discuss any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave.

- (b) The teacher shall take reasonable steps to inform the employer about any significant matter that will affect the teacher's decision regarding the duration of parental leave to be taken, whether the teacher intends to return to work and whether the teacher intends to request to return to work on a part-time basis.
- (c) The teacher shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

13. Long Service Leave

13.1 Applicability of Long Service Leave Act 1955

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to teachers employed under this award.

13.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a teacher shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a teacher who has completed:
 - (i) less than ten years service, in respect of full-time service a teacher shall accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a teacher shall accrue 10 days per year of service.
- (b) A teacher shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of teaching hours per week worked by a teacher bears to the number of teaching hours which a full-time teacher at the school is required to teach per week. (NB that this formula is the same as that which is utilised in subclause 4.8 of this award for calculation of payment of part-time teachers).
- (d) A teacher shall be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 13.3.

13.3 Calculation of Accrual as at 29 January 2006

- (a) A teacher whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

Note: Diocese of Wagga Wagga - Primary Schools

Notwithstanding the above provisions of this paragraph, in the period from 1 January 1995 until 27 January 1998 the long service entitlement of teachers employed in the Diocese of Wagga Wagga was as set out in the Enterprise Agreement Teachers Employed in the Catholic Education Office, Diocese of Wagga Wagga (EA 178/94). This Agreement provided for 13 weeks of long service leave in the first ten years of service and then 2 weeks for each year of service after ten years qualifying service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of teachers within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a teacher is entitled to as at 29 January 2006:
 - (i) all full-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
 - (ii) all part-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 13.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.

13.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A teacher shall be entitled to take long service leave accrued in accordance with subclauses 13.2 and 13.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a teacher who has completed at least 5 years service with an employer and the service of the teacher is terminated or ceases for any reason, such teacher shall be paid their accrued long service leave calculated in accordance with subclause 13.2 and subclause 13.3 of this clause.

13.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the teacher can be taken at the teacher's current FTE when the long service leave is taken.

For example, a teacher works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The teacher would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the teacher works 2.5 days per week (0.5 FTE) at the time they commence leave, the teacher would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms notice of any requirement that such leave be taken.

- (c) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.9 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

13.6 Public Holidays and Long Service Leave

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

13.7 Service

The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking approved leave without pay (including unpaid leave in accordance with clause 12, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.8 Payment in Lieu of Long Service Leave

- (a) Where a teacher takes long service leave for an entire school term, the teacher and the employer may agree that, in addition to the long service leave, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (b) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

13.9 Long Service Leave and Leave Without Pay

Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

13.10 Long Service Leave in Short Blocks

An employer may permit a teacher to take long service leave in short blocks (of less than a full term) provided that

- (a) professional obligations are taken into account
- (b) the minimum period of leave is four weeks
- (c) the leave is not taken during the first term
- (d) the leave is granted for one period only within a given school year
- (e) the period of leave is taken within a single term

14. Other Leave

14.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in their absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) the employer in their absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in Clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of Clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.
- (g) **Bereavement Entitlement for Casual Teachers**
 - (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/ Carer's Leave in 11.5, provided that for the purpose of this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (ii) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

- (iii) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.

14.2 Military Reserve Leave

Military Reserve Leave - A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

14.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

14.4 Jury Service

- (a) A full time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

14.5 Short Community Service

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

14.6 Overseas Volunteer Programs

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

This sub-clause shall not apply to the Diocese of Wilcannia-Forbes.

15. Termination

15.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

15.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

15.3 Payment on Termination

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this award.

15.4 Calculation of Payments

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks
- G = Teachers current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the teacher since the school service date
- B = Salary paid to the teacher in respect of non-terms weeks since the school service date
- C = Salary paid to the teacher in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

15.5 Statement of Service

Refer to sub-clauses 3.7 and 3.8 of clause 3, Terms of Engagement.

16. Occupational Superannuation (Contribution By Employer)

16.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotion Positions of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7 Annual Adjustment of Salary or clause 15, Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

16.2 Fund - The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

16.3 Benefits

- (a) Except as provided in paragraphs (c), (d), (f) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine per cent. of the employee's basic earnings.

- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid:
 - (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.
- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause in the case of a full-time employee and paragraph (f) of this subclause in the case of a casual employee.

16.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the

notification made by the employee pursuant to paragraph (e) of subclause 16.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

17. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

18. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act 1974

18.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the Ombudsman Act 1974 means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the Ombudsman Act 1974 applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the Ombudsman Act 1974.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

18.2 Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

18.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;

- (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
- (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
- (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

18.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

18.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

19. Suspension

Notwithstanding any of the provisions in this award, an employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

20. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award by measures based on consultation, co-operation and negotiation.

- 20.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 20.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 20.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 20.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 20.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 20.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

21. No Extra Claims

- 21.1 Subject to sub-clause 21.3, the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2011.
- 21.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2008 and no claim can be made for such increases.
- 21.3 (a) The establishment of the classification of Professionally Accomplished Teacher shall be the subject of further discussion between the parties and will be conditional upon the availability of Commonwealth funds.
- (b) If the process and circumstances specified in paragraph (a) have occurred but there is no agreement reached on the rate of pay and other matters related to this classification, leave is reserved for either party to apply to the Industrial Relations Commission in relation to this matter.

22. Area Incidence and Duration

- 22.1 This award replaces and rescinds the Teachers (Country and Regional Dioceses) (State) Award 2006 published on 16 June 2006 (359 I.G. 901).
- 22.2 It shall apply to all teachers and teacher-librarians employed in any recognised Catholic school or special school registered under the provisions of the Education Act 1990 and operated by one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong and all teachers employed in Catholic High School, Griffith.

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee.
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the Children (Care and Protection) Act 1987.
- 22.3 This award shall take effect from 1 January 2009 and remain in force until 31 December 2011.

PART B - MONETARY RATES**Table 1 - Wage Rates**

Step	Annual Salary		
	Effective from first pay period on or after 1 January 2009 (4.4 %)	Effective from first pay period on or after 1 January 2010 (3.8 %)	Effective from first pay period on or after 1 January 2011 (3.8 %)
	\$	\$	\$
1	40,909	42464	44078
2	44,590	46284	48043
3	47,563	49370	51246
4	50,026	51927	53900
5	52,745	54749	56829
6	55,458	57565	59752
7	58,178	60389	62684
8	60,898	63212	65614
9	63,614	66031	68540
10	66,332	68853	71469
11	69,047	71671	74394
12	71,769	74496	77327
13	78,667	81656	84759

Table 2 - Allowances for Positions of Special Responsibility

Clause No.	Position	Annual Allowance		
		Effective from first pay period on or after 1 January 2009 (4.4 %)	Effective from first pay period on or after 1 January 2010 (3.8 %)	Effective from first pay period on or after 1 January 2011 (3.8%)
		\$	\$	\$
	Co-ordinator 1	6,115	6348	6589
	Co-ordinator 2	12,230	12695	13178
	Co-ordinator 3	18,345	19043	19,766

Table 3 - Allowances for Assistant Principal Positions

Clause No.	Position	Annual Allowance		
		Effective from first pay period on or after 1 January 2009 (4.4%)	Effective from first pay period on or after 1 January 2010 (3.8%)	Effective from first pay period on or after 1 January 2011 (3.8%)
		\$	\$	\$
5.1(b)	Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date			
	201-300	24,090	25006	25956
	301-600	26,608	27619	28668
	601-900	29,125	30232	31381

	901-1200	31,639	32842	34090
	1201+	34,160	35458	36805
	Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date			
	101-250	19,409	20147	20913
	251-400	21,690	22515	23370
	401-600	24,090	25006	25956
	601-800	26,608	27619	28668
	801 +	29,125	30232	31381

Table 4 - Other Rates

Item	Clause No.	Brief Description	Effective from first pay period on or after 1 January 2009 (4.4%) \$	Effective from first pay period on or after 1 January 2010 (3.8%) \$	Effective from first pay period on or after 1 January 2011 (3.8%) \$
1	4.2(a)	(i) Full-time Teacher teaching classes of children with a disability (ii) Part-time or Casual Teachers teaching classes of children with a disability	2,356 per annum 11.55 per day	2,446 per annum 11.99 per day	2,539 per annum 12.45 per day
2	4.2(b)	Principal Teachers of school for children with a disability for each Teacher supervised	370 per annum per teacher	384 per annum per teacher	399 per annum per teacher
3	4.2(b)	Maximum payment per annum under Item 2	1,916 per annum	1,989 per annum	2,065 per annum
4	4.9	Own car allowance where use authorised by the school	0.60 per km	0.60 per km	0.60 per km

ANNEXURE A

Teacher Classifications and Teacher Librarians.

1. Teacher Classifications

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2. Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;

- (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
 - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. Teacher-Librarians

The role description of a teacher-librarian is as follows:

A Teacher Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum and
- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

The Role Description Which Is Developed At Each School Should:

- promote the role of Teacher Librarian within the school
- facilitate effective and valid appraisal
- assist in establishing a professional development agenda for the Teacher Librarian

Key Accountabilities

Within The School. The Teacher Librarian Is Expected To

- show a commitment to the Church’s mission in Catholic education
- have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development
- initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school’s education programs
- play a role in the whole schools information technology program
- provide experiences to encourage reading, literacy, and information usage
- develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers
- facilitate access to external sources of information
- take responsibility for library management
- participate in activities which support the development of the school community

ANNEXURE B

PORTABILITY

Part to be completed by teacher:

Name of Teacher:

Name of former Catholic Employer: _____

I, _____
(Name of teacher)

was formerly employed by _____
(Name of former Catholic employer)

as a teacher from _____ to _____
(Date)

_____ (Date)

I commenced as a teacher with _____

on _____ (Date)

Signature

Date

Part to be completed by former Catholic Employer:

(Name of teacher)

was employed by the employer as a teacher

and ceased work on _____
(Date)

At that time, untaken sick leave with the employer over the proceeding _____ years of continuous service is as follows:

_____ (Date)

SET OUT RECORD

e.g:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

Employer

Date

ANNEXURE C

DIOCESE OF LISMORE

The provisions of this Annexure shall apply and relate only to the Diocese of Lismore

CONTENTS

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1. Philosophical Statement

The Central tenet of Diocesan practice is the recognition of the importance of the Parish. Local faith communities generally mediate the Church to most people.

Therefore Diocesan Policy encourages Parish ownership of an responsibility for pastoral endeavours. This especially applies to the schools of the Diocese. The role of the Diocesan Education Board and the Director of Catholic Schools is to enable and support the local school in achieving its objectives in partnership with Parish authorities, in particular the clergy.

The Lismore Diocesan Schools System is unique in New South Wales and probably throughout Australia in its emphasis on the principle of subsidiary and the decentralisation of decision making.

2. Travelling Expenses

Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance of 44c per kilometre.

3. Promotion Positions

The following provisions will apply in the Diocese of Lismore instead of the provisions of Clause 5, Promotion Positions.

3.1 Definitions

(a) Co-ordinator 1

A "Co-ordinator 1" means a teacher appointed to be responsible for or assist another

Co-ordinator in:

- (i) an area of curriculum; and/or
- (ii) pastoral care; and/or
- (iii) other duties as determined by the Principal.

(b) Co-ordinator 2

A "Co-ordinator 2" means a teacher appointed to be responsible for:

- (i) co-ordination of the program of work area(s) or curriculum; and/or
- (ii) co-ordination of pastoral care or other programs; and/or
- (iii) other duties as determined by the Principal.

(c) Co-ordinator 3

A "Co-ordinator 3" means a teacher appointed to be responsible for:

- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any program(s) as determined by the Principal; and/or
- (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
- (iii) other duties as determined by the Principal.

3.2 Points Table

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary School exceeds 200 students or in a Primary School where the enrolment at the previous year's census date exceeds 100 students.
- (b) The minimum number of promotion points in a secondary school shall be determined in accordance with the following table:

Secondary Enrolments at Previous Year's Census Date	Co-ordinator Points		Total
	General	Learning Technologies	
1-200	4	-	4
201-300	6	-	6
301-350	11	-	11
351-400	12	-	12
401-450	13	-	13
451-500	15	-	15

501-550	17	-	17
551-600	18	-	18
601-700	19	-	19
701-800	25	2	27
801-900	28	2	30
901-1000	30	2	32
1001-1200	32	2	34
1201-1400	34	2	36
1401-1600	36	2	38

The number of Co-ordinators required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

- (c) The minimum number of promotions points in a primary school shall be determined in accordance with the following table:

Primary Enrolments at Previous Year's Census Date	Co-ordinator Points		Total
	General	Learning Technologies	
1-100	2	-	
101-200	2	-	
201-250	3	-	3
251-300	4	-	4
301-400	4	-	4
401-500	6	-	6
501-600	6	-	6
601-700	8	1	9
700+	8	2	10

The number of Co-ordinators required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

3.3 Religious Education Co-ordinator

The above points table includes the position of Religious Education Co-ordinator. In general, any Co-ordinator Position within a school will not attract more points than the Religious Education Co-ordinator position.

3.4 Appointment and Induction

- (a) All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. The advertisement will be accompanied by a role description for the position.
- (b) Each teacher in a promotion position will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the school and the period of appointment.
- (c) Each teacher appointed to a promotion position will be inducted into that position, in accordance with Diocesan policy, and will be informed of professional expectation and duties. The Catholic Education Office, Lismore and the IEU agree to discuss induction of Co-ordinators in the context of this agreement with a view to arriving at agreed minimum procedures.
- (d) Appointment Requirements

Appointment to Co-ordinator 2 and 3 positions will not normally be made unless the teacher is classified as Step 7 on the salary scale.

Appointment to Co-ordinator 1 positions will not be dependent on classification.

3.5 Length of Appointment

- (a) Appointment to Co-ordinator 2 and 3 positions will normally be for three years. Any appointment made within the three year cycle will be appointed for the balance of the cycle.
- (b) Appointment to Co-ordinator 1 positions will be for one or three years, however any appointment must conclude at the end of the three-year cycle.
- (c) At the end of the above periods the position will be re-advertised in accordance with subclause 3.4 of this Annexure.
- (d) A teacher who is required to act in a promotion position for a least ten consecutive school days shall be paid the appropriate Co-ordinator Allowance.

3.6 Performance Review

- (a) Each teacher in a promotion position will participate in an ongoing performance review process with either the Principal or the Principal's delegate according to procedures to be agreed between the Diocese and the IEU. Once in each period of appointment a broader based performance review will take place. This will involve self-appraisal, consultation with executive and a formal review report.
- (b) Where there are significant areas of concern in the performance in a role, a clearly documented development plan with an agreed time line will be initiated as the first stage of a grievance procedure.
- (c) The above procedures will not prevent a Principal in consultation with the Director of Schools instituting, during a period of appointment a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.

3.7 Allocation of Points

- (a) The number of co-ordinator points allocated to a school will be based on the anticipated enrolment of the school at the commencement of the three year cycle.
- (b) Principals will consult with staff to determine the best distribution of available points.
- (c) In general, adjustment of co-ordinator points downwards will not occur during the three (3) year cycle. Normally where a school moves into a new enrolment band appointment will be made for the balance of the three (3) year cycle.

3.8 Secondary Schools Allocation of Points

The following principles will apply for the distribution of points in a secondary school:

- (a) Co-ordinator points will be allocated wherever practicable to Key Learning Areas.
- (b) Core subjects, including Religious Education, English, Mathematics and Science will have separate co-ordination. Co-ordination of other KLA's will be determined on the basis of need and extent of responsibility.
- (c) Larger KLA's such as Human Society and Its Environment and Technology and Applied Studies may be co-ordinated as a whole or may be broken up into individual subject areas according to the needs of the school.

4. Duties of Teachers

The following provisions shall apply in the Diocese of Lismore instead of the provisions of subclause 3.3 of clause 3, Terms of Engagement of the Award:

The normal duties of teachers in addition to teaching, preparation and assessment and reporting shall include supervision duties, sports related duties, pastoral care, attendance at staff meetings, parent/teacher meetings and the usual extra curricular activities of a school.

5. Study Leave

In the Diocese of Lismore the following Clause will apply in addition to the provisions of paragraph (b) of subclause 14.3 of clause 14, Other Leave.

A teacher who is undertaking a course of study relevant to the teaching profession shall be entitled to three days' paid leave per year to attend compulsory residential schools associated with the course. The teacher must make application supported by documentation, to the Principal.

6. Professional Development

In the Diocese of Lismore the following provision will apply in addition to clause 3.5, Teacher Skill Development:

The parties recognise that teachers, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, Diocesan policy and in the community's expectations of schools.

While teachers will be withdrawn and/or replaced where necessary, the rate of change may necessitate teachers taking part in professional and personal development in other than face to face school hours.

7. Flexibility in School Day

- 7.1 The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.
- 7.2 A process of consultation and communication with teachers, parents and students should be carried out before change is introduced.

8. Grievance Procedures

8.1 Introduction

There is a continuing need in each school for appraisal and evaluation at all levels to ensure that the educational aims of the school are being achieved.

Deficiencies in teacher performance need to be identified early. Action to overcome such deficiencies should be taken as soon as possible.

In all such cases, the Principal, assisted as appropriate by senior member of staff, should help the teacher identify the problem and develop effective strategies for a resolution of the difficulty with a reasonable period of time.

Formal grievance procedures do not replace normal practice in schools for resolving day to day matters. They only come into operation when the normal practice fails.

In dealing with disciplinary situations, Principals should, wherever practicable, follow these procedures, in the interest of justice and fairness to the Diocese, its schools and their staffs, as well as in the interest of efficiency and consistency in management.

8.2 The School

Both the Catholic Education Office and the Independent Education Union will encourage Principals and teachers to initially discuss perceived problems at a school level.

Any such problem which is discussed within the school may again become relevant where the problem continues to exist or where further problems develop.

It is not necessary in the school context for all problems to be brought to the teacher's attention in writing.

Where a Principal seeks to interview a teacher in relation to a problem, the teacher is free to be accompanied by another teacher of his/her choice from the staff of the school. The Principal is also free to have a witness. In any such interview the Principal will inform the teacher of the nature of the problem.

Where a problem has been brought to the Principal's attention on a written complaint from parents, pupils or other staff members the teacher must be allowed to view the complaint.

At any interview the Principal will inform the teacher of the area(s) of his/her performance that is/are causing concern. The teacher must be given ample opportunity to respond.

It is anticipated that the interview would be conducted in an open and frank manner.

During the interview both parties should strive to find a satisfactory solution to the problem. This should include each party examining the problem area(s) with a view to establishing strategies or practices to eliminate the problem. The Principal is encouraged to offer any assistance that is possible to help the teacher overcome the problem. Similarly the teacher is encouraged to indicate any assistance that he/she would like to counter the problem.

The Principal would normally write to the teacher confirming the outcome of the interview. This may include any specific instructions given to the teacher by the Principal as well as any strategies to assist the teacher to overcome the problem and the period of time in which those strategies are expected to lead to a resolution.

8.3 The Catholic Education Office

The Director of Schools will become involved if it is the Principal's view that sufficient improvement in performance has not occurred OR where the problem is so immediate and serious that the procedure above cannot be applied.

The Director (or his nominee) will make arrangements to meet with the teacher. The advice will normally be in writing and will indicate the time and place of the interview, the nature of the matters to be discussed and who may be expected to be present.

The teacher may choose to inform the Independent Education Union of the interview. The Independent Education Union will inform the Catholic Education Office of such a choice.

Both parties may wish to have a witness present. The teacher may be accompanied at such interview by another teacher of his/her choice from the staff of the school who may be the Independent Education Union Chapter Representative or by an Independent Education Union Officer.

Any person at the interview is free to take notes.

During this interview the teacher will be informed of the nature of the problem referred by the Principal. The teacher will be given an opportunity to respond. Again possible solutions to the problem should be discussed. The teacher must be advised of the consequences of his/her action if the areas of concern are not eliminated.

As soon as practicable after the interview the teacher will be informed in writing of the appropriate action to be taken or of the current position of the teacher's employment. This may include the following:

- (a) there is a need for improvement in the teacher's performance and the matter will be reviewed at a later date; OR
- (b) there are specific matters which have caused concern and that any re-occurrence of those matters may result in further action being taken by the employer; OR
- (c) steps will be taken to make available to the teacher appropriate advisory or counselling services; OR
- (d) the teacher is to be disciplined and the nature of such disciplinary action; OR
- (e) such other steps as regarded appropriate by the employer are to be taken.

Where the teacher is advised that his/her performance is to be reviewed at a later date the Director or representative will inform the teacher in writing of aspects of the review which should include:

- (a) the aspects of the teacher's performance to be reviewed and the nature of the improvement required;
- (b) the method that will be used to conduct the review;
- (c) the name(s) of the person(s) who will conduct the review;
- (d) the approximate time(s) at which the review will be carried out;
- (e) the nature of any special assistance that will be made available to the teacher during the course of the review;
- (f) any other matter deemed appropriate.

During the review period changes to the above procedures may occur by mutual agreement.

At the end of the period of review as mentioned in (d) above, the teacher will be advised in writing that:

- (a) the process of review has been completed and that the required improvement in the teacher's performance has been achieved; OR
- (b) the process of review is to be extended; OR
- (c) the process of review has been completed and that the required improvement in the teacher's performance has not been achieved; OR
- (d) other steps as regarded appropriate will be taken.

8.4 Confidentiality

Every endeavour should be made to keep the issue confined within the particular school as much as possible in order to ensure that the dignity of the teacher(s), the school and its personnel is maintained at all times.

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

Printed by the authority of the Industrial Registrar.

TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Item 3 from Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 30 May 2008 (365 I.G. 1940), insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	15	Meal Allowance	12.30

2. Delete the amount "\$66.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 7, Supported Wage, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

**TRANSPORT INDUSTRY - READYMIX HOLDINGS PTY LTD
CONCRETE CARTAGE CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 414 of 2009)

Before The Honourable Justice Haylen

28 April 2009

VARIATION

1. Delete the definition "driver" from subclause 1.1 Definitions of clause 1 Interpretation, of the Contract Determination published 4 March 2005 (348 I.G. 1028) and insert in lieu thereof the following:

Driver means a director of the Carrier who is employed or engaged by the Carrier and nominated by the Carrier to operate a Concrete Truck for the Carrier pursuant to clause 20 of this Determination.

2. Insert after subclause 20.1 Obligation, the following new subclause 20.1A.

20.1A The Driver shall be permanent operator of the vehicle except on a period of absence approved by the Principal Contractor.

3. This variation shall take effect from 28 April 2009.

W. R. HAYLEN *J*

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UNIVERSITY UNIONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Item 1 from Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 22 August 2003 (341 I.G. 100), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	9.1	Meal Allowance	12.30

2. Delete the amount "\$66.00" in paragraphs 30.3.2 and 30.3.3 of subclause 30.3 of clause 30, Supported Wage, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

VAN SALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009.

VARIATION

1. Delete Item Numbers 2, and 5 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 7 September 2001 (327 I.G.529), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
2	18(i)	Meal Allowance	12.30
5	18(ii)	Meal Allowance for working Trade Fairs etc on Sundays and Public Holidays	12.30

2. Delete the amount \$66.00 appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 6, Supported Wage, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period to commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

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(697)

SERIAL C7101

VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(No. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Items 11, and 13 from Table 7 - Allowances, of Part B Monetary Rates, of the award published 29 May 2009 (368 I.G. 264), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
11	18(j)(i)	Meal Allowance - first and each subsequent meal	12.30 per meal
13	27(d)(i)	Travelling expense - meal allowance	12.30 per meal

2. Delete the amount \$66.00 appearing in subclause (c) of clause 43, Supported Wage, and insert in lieu thereof the following:
"\$69.00"
3. Delete the amount \$66.00 appearing in paragraph (iii) of subclause (i) of clause 43, and insert in lieu thereof the following:
"\$69.00"
4. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Item 3, from Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 23 November 2001 (329 I.G. 860), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	10	Meal Allowance	12.30

2. Delete the amount "\$66.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 5, Supported Wage, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

WAREHOUSE EMPLOYEES DRUG (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Item 3 from Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 25 May 2001 (324 I.G. 1181), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	11	Meal Allowance	12.30

2. Delete the amount "\$66.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 13, Supported Wage, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

WHOLESALE FRUIT AND VEGETABLE EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Industrial Organisation of Employees.

(Nos IRC 332 and 333 of 2009)

Before Commissioner Cambridge

27 March 2009

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 8 September 2000 (318 I.G. 552) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	4	Meal Allowance - Commencing work before regular time or working after 5pm	12.50

2. Delete the amount "\$66.00" appearing in subclause (c) and paragraph (iii) of subclause (i) of clause 18, Supported Wage, and insert in lieu thereof the following:

"\$69.00"

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

**Instrument made pursuant to the provisions of the
*Industrial Relations Act 1996***

1. This instrument rescinds and replaces the instrument published 26 January 2007 (361 I. G. 1388).
2. The Awards listed in Schedule A hereto, to the extent to which they apply to employees of a constitutional corporation as defined by clause 44A of Schedule 4 to the *Industrial Relations Act 1996*, and to the extent that such awards were made to give effect to an agreement of the parties to the award within the meaning of clause 44C(2) of the said Schedule, are deemed from 26 March 2006 by clause 44C(3) of the said Schedule to be Enterprise Agreements and cease to have effect as awards provided that:
 - (i) the parties to the Award are limited to the kinds of persons or bodies that could have been parties to an enterprise agreement (as referred to in Section 31 of the Act) in respect of those employees, and
 - (ii) the Award binds only the parties to the award and the employees for whom the award was made.

Notes:

1. Clause 44C(2) of the said Schedule is in the following terms:

Without limiting subclause (1)(d), an award was made so as to give effect to an agreement of the parties if:

 - (a) the award was made with the consent of the parties, or
 - (b) the award substantially gives effect to conditions of employment agreed to, or jointly proposed to the Commission, by the parties.
2. Clause 44D of the said Schedule provides

Subject to any rules of the Commission, any party to an award may apply to the Commission (whether before or after the relevant time) for an order determining any of the following issues:

 - (a) whether or not the award is an award to which clause 44C applies;
 - (b) the extent to which an enterprise agreement has effect instead of an award to which clause 44C applies.
3. Nothing in this instrument affects the continued operation of any award to the extent to which the award applies to employees that are employed by the Government in the service of the Crown (see clause 44C(5) of the said Schedule).
4. This instrument is made as part of the Register of Enterprise Agreements for the purposes of section 45 of the *Industrial Relations Act 1996* (see clause 44C(4)(e) of the said Schedule).

Industrial Registrar
30 June 2009.

SCHEDULE A

CODE NO.	AWARD TITLE
1678	126 Phillip Street Project Award
1682	30-38 Hickson Road Project Award
944	3M Pharmaceuticals (Thornleigh) Consent Award 1997
1809	A W Edwards Pty Limited Epping to Chatswood Rail Link Stat-East Works Project Award
1106	Abbott Australasia Pty Ltd Consent Award 2004-2006
1772	Adecco - NUW (NSW) Consent Award 2004
1514	Adecco Projects Australia Pty Ltd (Events) (State) Award 2001
004	Advertising Sales Representatives (Sydney Daily Newspapers) Award
1594	Allied Industrial Services Pty Ltd (State) Consent Enterprise Award
1336	Allied Pickfords Pty Ltd Trading as Pickfords Records Management NSW Enterprise Award
1745	Altro City Quarter Camperdown Project Award 2004
1216	Armaguard NSW Road Crew Enterprise Award 2005 - 2008
1265	AstraZeneca Enterprise Award 2003
1695	Auburn Home Mega Mall Project Award
1847	Australand Holdings Limited Coles Myer Regional Distribution Centre Goulburn Project Award 2005
1759	Australand Holdings Limited Mayne Nickless Warehouse and Office Facility Project Award 2004
849	Australia Meat Holdings Pty Limited Caroon Feedlot (State) Award
1806	Australian Inland and Electrical Trades Union Industrial Enterprise Award 2004
1531	Australian Liquor, Hospitality and Miscellaneous Workers Union Chemical Industry (APS Operations) Award
1532	Australian Red Cross Blood Service Employees (State) Award
1329	Australian Steel Mill Services Pty Enterprise Award 2005 - 2008
1591	Australian Workers Union Workforce International Pty Ltd (Events) (State) Award 2001, The
320	Avon Products Pty Limited (Brookvale) Consent Award 2004
574	Avon Products Pty Ltd (Brookvale) Clerical Employees Consent Award 1997
1391	AWU Racing New South Wales (State) Award
952	AWU-AMR Enterprise Award 2006
1843	B & S Solid Plastering Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
1718	Barclay Mowlem Construction Limited "Salt" Outrigger Resort Project Award 2003
1663	Bartter Enterprises Steggle Foods Products Pty Limited Beresfield Site Operations AMIEU Integrated Award 2005-2008
1156	Basell Australia Pty Ltd PPU Clyde Operators Award 2005
1789	Baulderstone Hornibrook Pty Ltd Project Award - Twin Towns - Harbour Tower 2005
1665	BCMG Re-Processing (State) Award
1703	BHP Steel (AIS) Pty Ltd Supervisors and Technical Officers Award
1659	Blue Circle Berrima Works K5 Temporary Labour (State) Award
1278	Blue Circle Packaging Plant (State) Award
862	Blue Circle Southern Cement (State) Award
1819	Blue Collar Recruitment - NUW (NSW) Consent Award 2005
1599	BlueScope Steel (AIS) Pty Limited - Maintenance Restructuring Award
1744	BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2006
1592	Bluescope Steel Limited - Springhill and CRM Employees Award 2006
872	Boral Australia Gypsum Camellia Consent Enterprise (State) Award 2004
1542	Boral Drill and Blast Team (State) Award
1403	Boral Dunmore Quarry (State) Award
1796	Boral EMU Plains Quarry (State) Award 2006
1832	Boral Emu Plains Quarry Transition to Closure (State) Award

247	Boral Peats Ridge Quarry (State) Award
1562	Boral Prospect Quarry (State) Award
1821	Boral Prospect Quarry Transition to Closure (State) Award
1061	Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Award
982	Boral Resources (Country) Pty Limited Quarrying Industry (State) Award
1239	Boral Resources (Country) Pty Ltd Transport Industry (State) Award
1619	Boral St. Peters and Enfield Terminal (State) Award
1011	Boral Transport Ltd NSW Joint Development (State) Award 1994
1218	Boral Transport Ltd NSW Operations Joint Development (State) Award 1996
1704	Bovis Lend Lease Australia Square Refurbishment Project Award
1738	Bovis Lend Lease Darling Park Stage 3 Project Award
1830	Bovis Lend Lease Ferguson Centre - Parramatta Project Award
1736	Bovis Lend Lease Macarthur Square Northern Extension Project Award
1737	Bovis Lend Lease Penrith Plaza Redevelopment Project Award
1705	Bovis Lend Lease Quad 3 Project Award
317	Bread Vendors (Tip Top Bakeries - Country) Award
048	Bread Vendors (Tip Top Bakeries - Newcastle) Award 2001
041	Bread Vendors (Tip Top Bakeries - Sydney) Interim Award 2004
1502	Bullivants Pty Limited - Unanderra Award
757	Caltex/Kurnell Maintenance Award
976	Carlton and United Breweries (NSW) Pty Limited Kent Brewery Transitional Agreement 2003 (Interim Award)
1683	Cassons Building B Camellia Project Award
1729	Castlereagh Imaging Enterprise (State) Award 2003
1595	Catholic Health Care Services Nurses' Enterprise (State) Award 2001
1033	Central Coast Cold Stores Consent Enterprise Award 2000
1792	Centre Court Project Award 2005
4244	Chanel (Australia) Pty Ltd (State) Award
1086	Chickadee Foods Pty Ltd (Lisarow Site) Award
1413	Chubb Security Services Cash Processing and Clerical and Administrative Employees Award
2118	Clerical (Nationwide News Pty Ltd) Superannuation (State) Award
121	Clerical and Administrative Employees - OneSteel Market Mills Newcastle Award
118	Clerical and Administrative Employees (BlueScope Steel (AIS) Pty Ltd) Award
127	Clerical and Administrative Employees (BlueScope Steel Limited - Port Kembla) Award
217	Clerical and Administrative Employees (John Fairfax Publications) Award 2000
129	Clerical Employees in Metropolitan Newspapers (State) Award
1506	Coal Services Pty Limited Award 1999
1838	Coastcrete Concrete Pumping Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
621	Coles Myer Logistics Pty Ltd Goulburn and Somersby D.C. Consolidated Award 2004
1261	Com 10 Pty Ltd Enterprise Award 1998
1837	Concept Building Services (QLD) Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
764	Connex Sydney Pty Ltd Trading As Metro Monorail (State) Enterprise Award 2003
1146	Continental Carbon Australia Pty Limited Maintenance and Production Enterprise Award 2003
1712	Cross City Tunnel Civil Consent Award 2003
1713	Cross City Tunnel Project Mechanical and Electrical Consent Award 2003
985	CSR Limited (trading as) The Readymix Group - Sydney Construction Products and Country Divisions, Quarries Enterprise Bargaining Framework (State) Award 1994
1099	CSR Limited trading as The Readymix Group - Cooma Road Transport Enterprise Bargaining Framework (State) Award 1995
1012	CSR Limited trading as The Readymix Group - Country Division (South Coast) Concrete Enterprise Arrangement No.2 (State) Consolidated Award 1996
552	CSR Limited trading as The Readymix Group - Sydney Construction Products Concrete Transport Enterprise Bargaining Framework (State) Award 1995

1006	CSR Limited trading as The Readymix Group - Sydney Construction Products Raw Materials Transport Enterprise Bargaining Framework (State) Consolidated Award 1994
1668	CSR Limited/Readymix Holdings Pty Limited and Transport Workers' Union of New South Wales Award 2003
1202	CSR Ltd Trading as The Readymix Group - Newcastle Concrete Enterprise Bargaining Framework (State) Consolidated Award 1996
1582	CSR Ltd trading as The Readymix Group Newcastle Concrete (State) Award 2000
1290	CSR Ltd Trading as The Readymix Group Penrith Transport Workshop Enterprise Arrangement No. 1 (State) Consolidated Award 1996
1287	CSR Ltd Trading as The Readymix Group Sydney Quarries No. 3 (State) Award 1998
1575	CSR Ltd trading as The Readymix Group Sydney Raw Materials Transport (State) Award No. 4 2000
1041	Dairy Farmers TWU Enterprise Award 2002
1387	Daracon Engineering Pty Ltd - Newcastle BHP Steelworks Enterprise Consent Award
1285	Delta Electricity Employees Award 2005
1621	Devro Pty Limited Operating Employees Award 2003
1258	Douglass Hanly Moir, Barratt & Smith and Southern Pathology (State) Award 2004
1707	Downer Energy Systems Pty Ltd and Clyde Babcock-Hitachi (Australia) Pty Ltd Consortium Condong & Broadwater Co Generation Construction Projects Consent Award 2005
1743	Eastern Creek Municipal Waste Treatment Project Consent Award 2003
853	Eastern Distributor Consent (State) Award 2005
1762	Eastern Distributor ETU Consent Award 2002
1508	Endeavor Mine Award 2004
602	Energy Australia Award 2004
1715	Epping to Chatswood Underground Rail Tunnel Construction Project Award
1585	Eraring Energy Employees Consent Award 2006
1829	Ettamogah to Murray River Project Award
321	F. J. Walker Foods (Transport Workers) Blacktown Consolidated Award 2000
1504	Fernz Minerals Banksmeadow Site Enterprise Consent Award 2001, The
016	Fibre Cement (State) Award
1841	Florida Construction Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
1666	Fluor Global Services Australia Pty Ltd and United Goninan Ltd, Bluescope Steel, Port Kembla Steelworks Rail and Rolling Stock Maintenance Award 2004
1615	Flyash Australia (State) Award 2002
1739	Form, Lot 302, Victoria Park, Zetland Project Award
1726	Forstaff - NUW Consent Award 2003
1727	Fresh Start Bakeries Australia Pty Limited (NSW) Enterprise Award 2004
1214	Frigmobile Pty Limited Employees Enterprise Award
1866	FSU - FuturePlus Enterprise Award
1820	G. James Glass & Aluminium Enterprise Award
1694	Galong Mine Lease 1496 (State) Award
1742	Georges River Program Project Consent Award
1818	GIST Operations (NSW) Award 2005
1674	Goodman Fielder Baking Frozen Plant Enterprise Award 2003
1126	Gordon and Gotch Limited - Lavington Enterprise Award
1734	Gosford Hospital Project Award
1836	Harmony Timber Floors Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
959	HarperCollins Publishers Australia Pty Ltd - Moss Vale Award 2005
1163	Hastings Co-operative Enterprise Award
992	Heggies Bulkhaul Limited Bulk Haulage Enterprise Consolidated Award
1777	Hot Strip Mill Capacity Increase Project Consent Award
953	Hunter Group Training (Building Apprentices and Trainees) Consent Award 1997
1863	Hunter Mill Services Award 2006
365	Hunter Water Corporation Employees (State) Award 1999
1740	Hydro Aluminium Kurri Kurri Smelter Upgrade and Retro-Fit Project Consent Award 2004

1826	Ian Thorpe Aquatic Centre Project Award 2005
1652	Illawarra Services Pty Ltd Employees Award
1793	Inala Disability Services (State) Award
975	Incitec Ltd NSW Manufacturing Award 1994
1596	Independent Prepared Foods (Mascot) Enterprise Award 2001
1681	Inner West Health Centre Project Award
1795	Innovation Campus Development Award 2005
1340	Innox Pty Limited Consent Award 1997
1322	Integral Energy Conditions of Employment Award 2005
1708	Integrated Steel Mill Services Pty Limited Award 2003-2006, The
1864	Integrated Steel Mill Services Pty Ltd - On Site Bluescope and Coated Products Port Kembla Enterprise Award 2005 - 2008
523	Iplex Pipelines Australia Pty Limited (Hobas Plant) Enterprise (State) Award
622	J. Blackwood and Son Limited Storemen and Packers (State) Award 1994
1679	Jackson's Landing Development Project Award
1433	Jackson's Landing Project Award
600	Jim's Mowing Service Enterprise Award
1735	John Holland Pty Limited Unions of New South Wales Woolworths Support Facility Project Award 2004
1752	John Holland Pty Ltd John Hunter Hospital Access Strategy Building Project Award 2004
1804	John Holland Pty Ltd Woolworths Wyong Regional Distribution Centre Project Award 2004
1720	John Holland Pty Ltd/Unions of NSW Asian Elephant Precinct Project Award 2003
1779	John Holland/Labor Council of New South Wales UTS Building 4 Project Award 2005
1670	John Holland/Lahey Joint Venture - Unions New South Wales Mid North Coast Correctional Centre Project Award 2002
927	Journalists (EMAP Australia Pty Ltd) (State) Award
527	Journalists, &c. (Federal Publishing Company Pty Ltd) Award 1995
1384	June Correctional Centre - Correctional Officers - 2005 Enterprise Award
1842	K & G Roofing Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
1633	K&R Fabrications (W'Gong) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2006 - 2009
1673	K6 Upgrade Project Consent Award 2003
1096	Kellogg (Aust) Pty Ltd Botany (NUW) Consent Award 2003
1170	Kilpatrick Green Pty Ltd New South Wales Enterprise Award, 2000 - 2002
1741	Labor Council of New South Wales and Australand Holdings Limited LG Warehouse and Office Facility Project Award
1766	Labor Council of New South Wales and Barclay Mowlem Bellagio Project Award 2004
1771	Labor Council of New South Wales and Barclay Mowlem Construction Limited Liverpool Hospital - New Mental Health Centre Project Award
1714	Labor Council of New South Wales and Barclay Mowlem Construction Limited Project Award - Bullecourt: Ultimo NSW
1717	Labor Council of New South Wales and Barclay Mowlem Construction Limited Project Award - Montefiore
1750	Labor Council of New South Wales and Baulderstone Hornibrook Breakfast Point Development Award 2004
1751	Labor Council of New South Wales and Prestige Building Services Pty Ltd Breakfast Point Development Project Award 2004
1697	Labor Council of New South Wales La Corniche Project Award
1757	Labor Council of New South Wales Maroubra Central Project Award - 2004
1746	Labor Council of New South Wales Rhodes Waterside Project Award
1725	Labor Council of NSW & Barclay Mowlem Construction Limited - City Quarter Stage 3: Camperdown NSW Project Award
1758	Labor Council of NSW and Barclay Mowlem Construction Limited - Stamford Marque Apartments Project Award 2005
1845	Labour Power Recruitment Services NUW Consent Award 2005
1616	Landcom (Conditions of Employment 2004) Award
1617	Landcom (Salaries 2004) Award
1724	Lend Lease Hotel Intercontinental (Stage 1) Project Award
1810	Lend Lease Parramatta Railway Station Project Award
1811	Lend Lease University of NSW - NMDZ Project Award
833	LHMU and Tasman Insulation Australia Pty Ltd Enterprise Award 2004
1000	Lidcombe Castlereagh Waste Management Centre Enterprise Award 1997
455	Long Service Leave (Oil Companies) (State) Award

1402	Luna Park Services Pty Ltd (ACN: 107 258 524) Enterprise Award 2003
1753	M Central - Pyrmont Project Award
1812	M5 East - Operators Award 2005
1638	M5 South West Motorway Consent Award 2005
1244	Macquarie Generation Employees (State) Award 2005
1764	Mainteck Services Pty Ltd Port Kembla Slab Caster Segment Workshop Industrial Award
1232	Mayne Nickless Logistics, New South Wales, Pepsico (Drivers) Consent Award 1996, The
1233	Mayne Nickless Pepsico Wetherill Park Consent Award 1996
1293	Mirror and Telegraph Publications Clerical Award 2000
818	Miscellaneous Workers SDN Children's Services Long Day Care Centres (Conditions of Employment) (State) Award
128	MM Kembla Products (Clerical and Administrative Employees) Enterprise Award
1571	MPG Logistics Pty Ltd (Tricon), Wetherill Park Drivers Consent Award, 2000
1108	Multi-Fill Pty Ltd Enterprise Agreement Consolidated Award 1995
1664	MultiServ Pty Ltd NSW Industrial Relations Award
1151	Murray Irrigation Limited Consent Award 2004
1406	Murrumbidgee Irrigation Consent Award 2004
994	Nalco Australia Pty Ltd Enterprise Award 2004
1848	National Union of Workers (NSW Branch) & Adecco Logistics State Consent Award 2005
1853	National Union of Workers (NSW Branch) & Recruitment National Pty Ltd Award 2005
1446	Nestle Purina Petcare, Blayney (State) Enterprise Award
804	Nestle Smithtown Enterprise Award 2004
1352	Newcastle Newspapers Pty Ltd Advertising Production Team (Formally Known as Pre-Press) Enterprise Award, 1999
284	Newcastle Port Corporation and AIMPE Award 2001
960	Norco Co-operative Consent Enterprise Award
1825	North West Transitway Project Consent Award
383	Northcott (State) Award, The
866	Northern Co-operative Meat Company (Maintenance and Services) (State) Award 2003
1861	NS Services Pty Limited / CFMEU Enterprise Award
1691	NSW MetServ Australasia Pty Ltd Briquetting Plant Industrial Relations Award
465	Nugan Quality Foods Pty Ltd Employees (State) Award
1143	Nungera Co-operative Society Limited (State) Consent Award 2001
708	Omya (Australia) Pty Limited - Bathurst Enterprise Award 2005
1669	Omya Australia Pty. Limited - Moss Vale - Enterprise Award 2005
613	OneSteel Manufacturing Pty Ltd Newcastle Rod & Bar Award
685	OneSteel Trading Pty Ltd Newcastle Award
942	OneSteel Wire Pty Ltd Newcastle Fence Post Plant Award
581	OneSteel Wire Pty Ltd Newcastle Wiremill Award
021	OneSteel Wire Pty Ltd Ropes Award
910	Orica Australia Security Industry (State) Site Award
1835	Oxfix Reinforcing Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
1018	P & O Cold Logistics Limited (NSW) Enterprise Award 2003
1754	Pacific Square - Maroubra Project Award
1711	Pan Pharmaceuticals Group Redundancy Award 2003, The
1834	Panther Constructions (QLD) Pty Ltd / CFMEU Enterprise Award Expiring 31 March 2008
1833	Parramatta Courts Precinct Award
1761	Peppers Resort Project Agreement Award 2004
1749	Perisher Blue Pty Ltd (Ski Tube) State Award
1593	PFD Food Services (Qld) Pty Ltd Sales and Distribution Employees Enterprise Award 2001
1755	Pioneer Bass Point Quarry Site Award 2003
1199	Port Macquarie Base Hospital Professional Staff (State) Award, The
1227	Port Waratah Coal Services Consent Enterprise (State) Award 1995

1284	Port Waratah Coal Services Limited (Traineeship) (State) Award
1849	Port Waratah Coal Services Project 3D Consent Award 2005
1104	Precision Valve Australia Pty Limited Enterprise Award 2003
1859	Private Ambulance Services Providers Consent (State) Award
1802	Project Waratah Construction Consent Award 2005
1790	Qantas Distribution Centre Project Award 2005
1699	QCM (OzRock) Pty Ltd and Australian Workers' Union, Port Kembla (State) Award
1127	Quality Bakers Australia Pty Limited (NSW) Enterprise Award 2005
1840	Queensland Showerscreens and Wardrobes Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
667	Racecourse Totalisators (State) Award
1701	Ready Workforce NUW Consent Award 2003
1693	Readymix Holdings Limited Award 2003
1690	Readymix Holdings Pty Limited Newcastle Concrete (State) Award 2002
1716	Readymix Holdings Pty Limited Penrith Transport Workshop No.4 (State) Award 2003
1776	Readymix Holdings Pty Ltd Albion Park Quarry (State) Award 2004
1607	Readymix Sydney Quarries Award 2005
1823	Recruitment M G Consent Award 2005
1692	Redevelopment of the Sydney Hilton and Capital Centre 255-259 Pitt Street Sydney Project Award.
1042	Refinery Operators Shell Refining (Australia) Pty Ltd Award 2006
1680	Resmed Campus: Norwest Business Park Project Award
1850	Richard Crookes Constructions Unions NSW Wellington Correctional Centre Project Award 2005
1605	Rinker Group T/A Readymix Holdings Pty Limited Newcastle Transport (State) Award 2002
1696	Rinker Group T/A Readymix Holdings Pty Ltd Taree Transport Enterprise Bargaining Framework (State) Award 2003
1451	Rinker Group t/as Readymix Holdings Pty Ltd South Coast Transport (State) Award 1997
1612	Rinker Group Trading As Readymix Holdings Pty Ltd Albion Park Quarry No. 4 (State) Award 2001
1702	Rocla, Adelaide Brighton and Transport Workers' Union Interim Award
579	Roofing Tile Makers (State) Award
1133	Royal Agricultural Society NSW Consent Enterprise Award 2005
006	Royal Institute for Deaf and Blind Children Employees' (State) Award
1022	Sandvik Hard Materials Mayfield (State) Award
1021	Sandvik Mayfield (State) Award
1020	Sandvik Smithfield (State) Award 1999
1173	Schering-Plough (Plant Employees) Enterprise Award 1996
655	SDN Children's Services (Inc) Early Childhood Long Day Care Centres (State) Award
769	Ski Industry (State) Award
801	Ski Instructors (State) Award
1266	Smith's Snackfood Company Distribution Consent Award, The
611	Smorgon Steel Group - Reinforcing and Steel Products Division - Manufacturing and Grinding Media Waratah - Award 2006
1317	Solvay Interox Pty Ltd Banksmeadow Site Consent Award 2004
1756	Spotless Services BlueScope Steel Site Cleaning Award 2004
1417	Stadium Australia Consent Enterprise (State) Award 1998, The
1036	Staedtler (Pacific) Pty Ltd Award 1999
1846	State Park Employees Award
1768	Stockland Bay Village Project Award
1584	Storeworkers - Campbells Cash and Carry Pty Limited (NSW) NUW, NSW Branch Award 2001
1839	Superior Walls & Ceilings Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
1341	Sydney Aquarium Staff (State) Award
1460	Sydney Entertainment Centre Food, Beverage and Bar Service (Casual Employees) Enterprise Award 2004
1312	Sydney Light Rail (State) Award 1997
1791	Sydney University SIT Building Project Award 2005
451	Sydney Water Award 2004

1267	TAB Clerical and Administrative Staff PhoneTAB Operators Award 2004
1797	Taragon Constructions George & Harris Streets Project Award 2005
734	Teachers (KU Children's Services) (State) Award
1008	The Austral Brick Company Pty Ltd (Mechanical Maintenance Employees, Eastwood) Enterprise Award 2002
1778	The Beach - Cabarita Beach Project Award 2005
1831	The Drift - Casuarina Project Award 2005
1700	The Kens Project 259-295 Kent Street Sydney Project Award
1182	The Tip Top NSW Enterprise Award 2005
1763	Thiess John Holland Project Award
1767	Thiess Pty Ltd 100 Pacific Highway Project Award 2004
1844	Tilecorp Pty Ltd / CFMEU Enterprise Award Expiring 30 March 2008
1026	Tip Top Bakeries (Fairfield) NUW Award 2004
361	TNT Express Country NSW Consent Award 2000
1461	TNT Express Specialised Services Consent Award
1149	TNT Express Sydney Drivers Consent Award
1150	TNT Express Sydney Sortation Award, August 2004
1306	Tollaust (M2) Enterprise Award 2003
1634	Tomago Aluminium Smelter AP22 Capacity Expansion Project Consent Award 2002
1110	Tooheys Pty Limited (Auburn Brewery) Enterprise Award 2004
1636	Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Facilities Maintenance Award 2006 - 2009
1618	Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2006 - 2009
1370	TransGrid Employees Award 2006
1858	Transport Industry - 1st Fleet Pty Ltd Transfer to 1st Fleet (Freight Forwarding) Pty Ltd Interim Award
1731	Transport Industry - CTI Logistics, Allied Express, TWU Interim Award
1794	Transport Industry - FJ Walker, McKey, TWU/USU Interim Award
1709	Transport Industry - Linfox Australia Pty Ltd, Bidvest Australia Ltd Interim Award
1687	Transport Industry - Mayne Logistics Interim Award
688	Transport Industry (General Services - A.I. & S.) Port Kembla Award
1815	Turner Stephens Group - NUW Consent Award 2005
1807	Tweed Ultima Project Award 2005
686	Tyco Water Pty Ltd Yennora General Award 2001
1362	Ulan Coal Delivery Facility Consent Award 2004
1427	Unimin Australia Limited - Attunga (NSW) Enterprise Award 2004
1817	Union Street Project Award 2005
1808	Unions NSW & A W Edwards Pty Limited Resmed Campus Development Stage 2 Project Award
587	University of Newcastle Union Food and Beverage Staff (State) Award
1862	Upfront Scaffolding Pty Ltd / CFMEU Enterprise Award
1346	Valvoline (Australia) Pty Ltd 1997-1999 Consent Award
1597	Waterco Limited Chemical Division (State) Consent Award
1345	WaterCo Sales and Manufacturing Pty Ltd (State) Consent Award
1785	Westfield Design & Construction Pty Ltd Liverpool Shoppingtown Project Award
1686	Westfield Design and Construction Pty Ltd Bondi Project Award 2002
1868	Westfield Design and Construction Pty Ltd Kotara Redevelopment Project Award
1786	Westfield Design and Construction Pty Ltd Mt Druitt Shoppingtown Project Award
1787	Westfield Design and Construction Pty Ltd Parramatta Shoppingtown Project Award
1788	Westfield Design and Construction Pty Ltd Tuggerah Shoppingtown Project Award
1747	Westlink M7 Project Award
1780	Westmead Hospital Redevelopment Project Award
980	Windscreens O'Brien (Glass Workers) Enterprise Bargaining Agreement 1995 Award
1005	Windscreens O'Brien (Metals) Enterprise Bargaining 1995 Award
1824	Windsor Road Upgrade Project Consent Award

1324	Woodmasons Cold Storage - Minto Enterprise Award 1998
1209	Woolworths Limited and Woolstar Pty Limited Yennora, Moorebank, Helles Ave D.C. Award 2003
1045	Woolworths Supermarkets and Warehouse Administration (State) Award
1860	Workers Radio Sydney Award
1733	Wyong Hospital Projects Award

SERIAL C7111

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA09/23 - Country Energy Technical Training Enterprise Agreement 2008****Made Between:** Country Energy -&- the Electrical Trades Union of Australia, New South Wales Branch.**New/Variation:** Replaces EA04/182.**Approval and Commencement Date:** Approved and commenced 23 June 2009.**Description of Employees:** The Agreement applies to all employees of Country Energy located at 8 Buller Street, Port Macquarie, NSW 2444 engaged in the classifications of Workplace Trainers performing the duties and functions designated by Country Energy who fall within the coverage of the Country Energy Enterprise Award 2007.**Nominal Term:** 12 Months.**EA09/24 - Transgrid Employee Agreement 2008****Made Between:** Transgrid -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales .**New/Variation:** New.**Approval and Commencement Date:** Approved and commenced 19 June 2009.**Description of Employees:** The agreement applies to Transgrid employees (other than Senior Executives who are covered by individual agreements) located at Level 9, 201, Elizabeth Street, Sydney NSW 2000, who fall within the coverage of the Transgrid Employees Award 2006.**Nominal Term:** 18 Months.