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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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# CONTENTS

Vol. 366, Part 4

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Pages 838 - 1138

	Page
Awards and Determinations	
Awards Made or Varied	
Boiling Down and By-Products (Cumberland) Consolidated Award	VSW 838
Building and Construction Industry (State) Award	VSW 840
Building Crane Drivers (State) Award	VSW 849
Building Employees Mixed Industries (State) Award	VSW 851
Butchers' Wholesale (State) Award	VSW 856
Butchers, Retail (State) Award	VSW 860
Butter and Cheese and Other Dairy Products (Newcastle and Northern) Award	VSW 863
Butter, Cheese and Other Dairy Products (State) Award	VSW 865
Clerical and Administrative Employees Legal Industry (State) Award	VSW 867
Clerical Employees in Retail (State) Award	VSW 869
Cold Storage and Ice Employees (Northumberland) Award	VSW 871
Crown Employees (Department of the Arts, Sport and Recreation - Program Officers) Award	CORR 873
Crown Employees (Education Employees Department of Corrective Services) Consent Award 2006	CORR 874
Crown Employees (Office of the NSW Food Authority - Food Safety Officers) Award	RIRC 875
Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007	CORR 886
Crown Employees (School Administrative and Support Staff) Award	RIRC 887
Engine Drivers, &c., General (State) Award	VSW 919
Glass Workers (State) Award	VSW 921
Government Railways (Building Trades Construction Staff) Award	VSW 925
Government Railways (Building Trades Maintenance Staff) Award	VSW 930
Graduate-at-Law (State) Award	VSW 935
Hair and Beauty (State) Award	VIRC 936
Joiners (State) Award	VSW 946
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award	VSW 949
Nurses' (Department of Ageing, Disability & Home Care) (State) Award 2008	RIRC 952
Paint and Varnish Makers, &c. (State) Award	VSW 979
Photographic Industry (State) Award	VSW 981
Plant, &c., Operators on Construction (State) Award	VSW 984
Plasterers, Shop Hands and Casters (State) Consolidated Award	VSW 987
Plumbers and Gasfitters (State) Award	CORR 989
Poultry Industry Livestock (State) Award	CORR 994
Poultry Industry Livestock (State) Award	VSW 995
Poultry Industry Preparation (State) Award	VSW 997
Public Health System Nurses' and Midwives' (State) Award 2008	AIRC 999
Retail Industry (State) Training Wage Award	CORR 1096
Tanning Industry (State) Award	VSW 1097
Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2006	CORR 1099
Transport Industry - Mixed Enterprises (State) Award	VSW 1100
Transport Industry - Quarried Materials (State) Award	VSW 1103

Transport Industry (State) Award	VSW	1105
Western Sydney Buses Bus Operators' Transitway Enterprise (State) Award 2008	AIRC	1109
Wollongong Sportsground Trust Australian Workers Union (State) Award 2007	OIRC	1132
Enterprise Agreements Approved by the Industrial Relations Commission		1136

(040)

**SERIAL C6719**

## **BOILING DOWN AND BY-PRODUCTS (CUMBERLAND) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1268 of 2008)

Before Commissioner Tabbaa

19 August 2008

### **VARIATION**

1. Delete subclause 4.7 of clause 4, Wages of the award published 11 July 2008 (366 I.G. 29) and insert in lieu thereof the following:

- 4.7 State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

4.7.1 any equivalent over award payments, and / or

4.7.2 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**

Classification	SWC 2008 Effective from 20 Jan 2009 \$
Rendering Plant Operator	586.15
Assistant Rendering Plant Operator	578.35
Mill Hand	575.05
Cleaners & Labourers	558.00

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Explanation	Rate as at 20 January 2009 \$
1	3.4.1	Meal Allowance	8.65
2	4.2	Bagging Fertiliser	0.21
3	4.3	Fork Lift	2.32
4	25.3	Employer does not provide tools	0.21
5	25.3	Employer does not provide tools	0.03

3. This variation shall take effect from the first full pay period to commence on or after 20 January 2009.

I. TABBAA, Commissioner.

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(001)

**SERIAL C6727****BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

**VARIATION**

1. Delete paragraph (a) of subclause 18.1 of 18, Classifications and Wage Rates, of the award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:

- (a) Wage Rates - New Classification Structure

Subject to subclause (c) of this clause, the following amounts shall be applied where appropriate for the purposes of the calculation of the hourly rate under 18.3 of this award.

Classification	Weekly Rate \$	Relativity % \$
Construction Worker Level 8 (CW8)	751.50	125
Construction Worker Level 7 (CW7)	727.70	120
Construction Worker Level 6 (CW6)	706.10	115
Construction Worker Level 5 (CW5)	686.40	110
Construction Worker Level 4 (CW4)	664.80	105
Construction Worker Level 3 (CW3)	643.00	100
Construction Worker Level 2 (CW2)	623.60	96
Construction Worker Level 1 (CW1(d))	609.60	92.4
Construction Worker Level 1 (CW1(c))	597.60	90
Construction Worker Level 1 (CW1(b))	588.80	88
Construction Worker Level 1 (CW1(a))	575.80	85

Old Wage Group	New Wage Group \$	Hourly Rate \$
Carpenter Diver	CW8	27.67
Foreperson (as defined)	CW8	24.29
Sub Foreperson	CW7	22.99
Carver	CW5	20.17
Special Class Tradesperson (Carpenter and/or Joiner, Stonemason)	CW5	20.17
Special Class Tradesperson (Plasterer)	CW5	20.06
Special Class Tradesperson (Bricklayer)	CW5	19.98
Marker or Setter Out (Artificial Stoneworker, Stonemason, Bridge and Wharf Carpenter, Carpenter and/or Joiner, Marble and Slateworker)	CW4	19.59
Marker or Setter Out (Caster, Fixer, Floorlayer Specialist, Plasterer)	CW4	19.47
Marker or Setter Out (Bricklayer, Tilelayer, Hard Floor Coverer)	CW4	19.39
Marker or Setter Out (Roof Tiler, Slate Ridger or Roof Fixer)	CW4	19.27
Marker or Setter Out (Painter)	CW4	19.08
Letter Cutter	CW4	19.59
Signwriter	CW4	19.08
Artificial Stoneworker, Carpenter and/or Joiner, Bridge and Wharf Carpenter, Marble and Slate Worker, Stonemason	CW3	18.99

Caster, Fixer, Floorlayer Specialist, Plasterer	CW3	18.88
Bricklayer, Tilelayer	CW3	18.80
Roof Tiler, Slate Ridger, Roof Fixer	CW3	18.67
Painter	CW3	18.48
Shophand	CW3	18.32
Quarryworker	CW3	18.32
Labourer (1) - Rigger, Dogger	CW3	18.32
Machinist	CW3	18.32
Labourer (2) - Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, Foundation Shaftworker (as defined), Steel Fixer including Tack Welder, Concrete Finisher (as defined)	CW2	17.80
Labourer (3) - Trades labourer, Jack Hammerman, Mixer Driver (concrete), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater (as defined), Roof Layer (malthead or similar material), Dump Cart Operator, Concrete Formwork stripper, Mobile Concrete Pump Hoseman or Line Hand	CW1(d)	17.42
Plasterer's Assistant	CW1(d)	17.42
Terrazzo Assistant	CW1(d)	17.42
Labourer (4) - Builders Labourer other than as specified herein)	CW1(c)	17.09

2. Delete paragraph (f) of subclause 18.1 of the said clause 18, and insert in lieu thereof the following:

(f) The rates of pay in this award include the adjustments payable under 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.

3. Delete subparagraphs 18.1.2.1, 18.1.2.2 and 18.1.2.3 of paragraph 18.1.2 Wage Rates - Apprentices, of the said clause 18, and insert in lieu thereof the following:

18.1.2.1 Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., Roof Tilers, Fibrous Plasterer, Plasterboard Fixer, Stonemasons, Tilelayers, Floorlaying.

(i) Indentured Apprentice - The minimum rates of wages for four-year apprentices shall be as follows:

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	263.60	41	24.40	17.10	305.10
2nd year	366.50	57	24.40	25.30	416.20
3rd year	469.40	73	24.40	32.50	526.30
4th year	540.10	84	24.40	38.70	603.20

From 1 November 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	263.60	41	24.40	17.10	305.10
2nd year	366.50	57	24.40	25.30	416.20

3rd year	495.10	77	24.40	32.50	552.00
4th year	565.80	88	24.40	38.70	628.90

## (ii) Traineeship Apprentice

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	295.80	46	24.40	18.40	338.60
2nd year	405.10	63	24.40	27.80	457.30
3rd year	508.00	79	24.40	35.30	567.70
4th year	565.80	88	24.40	40.10	630.30

From 1 November 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	295.80	46	24.40	18.40	338.60
2nd year	405.10	63	24.40	27.80	457.30
3rd year	553.70	83	24.40	35.30	593.40
4th year	591.60	92	24.40	40.10	656.10

## 18.1.2.2 Civil Engineering Construction Carpenters:

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	315.10	49	24.40	20.00	359.50
2nd year	424.40	66	24.40	28.10	476.90
3rd year	514.40	80	24.40	35.30	547.10
4th year	598.00	93	24.40	41.40	663.80

From 1 November 2008

	Base Rate Per Week	Percentage relative to CW3 Trade Rate	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	%	\$	\$	\$
1st year	315.10	49	24.40	20.00	359.50
2nd year	424.40	66	24.40	28.10	476.90
3rd year	540.10	84	24.40	35.30	599.80
4th year	623.70	97	24.40	41.40	689.50

## 18.1.2.3 Pilot Three Year Bricklayers' Course

- (a) These rates apply to apprentices who are engaged through the Master Builders' Association of New South Wales and the Housing Industry Group Apprenticeship Schemes and who are enrolled or to be enrolled in the pilot three year Technical and Further Education course.
- (b) These rates shall also apply whilst the apprentice is attending college in the following fashion:



Stage I - First 8 weeks - full time at 35 hours per week 28 weeks - 1 day per week

Stage II - 36 weeks - 1 day per week

- (c) The above provisions relating to the pilot bricklayers course, the course itself, and the rates herein prescribed shall only apply to employed apprentices.
- (d) Leave is reserved in relation to the payment applicable during attendance at college for the advanced modules (30 weeks - 1 day per week, i.e. 6 x 40 hour modules) for those apprentices who have successfully completed the requirements of year II.
- (i) Indentured Apprentices:

The minimum rate of wages for three year apprentice bricklayers shall be as follows:

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	263.60	41	24.40	16.80	304.80
2nd six months	366.50	57	24.40	24.80	415.70
2nd year	463.00	72	24.40	31.90	519.30
3rd year	533.70	83	24.40	37.90	596.00

From 1 November 2008

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	263.60	41	24.40	16.80	304.80
2nd six months	366.50	57	24.40	24.80	415.70
2nd year	463.00	72	24.40	31.90	519.30
3rd year	559.40	87	24.40	37.90	621.70

- (ii) Trainee Apprentices:

The minimum rate of wages for trainee apprentice bricklayers shall be as follows:

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	282.90	44	24.40	18.00	325.30
2nd six months	392.20	61	24.40	27.30	443.90
2nd year	495.10	77	24.40	34.60	554.10
3rd year	540.10	84	24.40	39.30	603.80

From 1 November 2008

Stage	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st six months	282.90	44	24.40	18.00	325.30
2nd six months	392.20	61	24.40	27.30	443.90

2nd year	495.10	77	24.40	34.60	554.10
3rd year	565.80	88	24.40	39.30	629.50

4. Delete paragraph 18.1.3 Adult Apprentices, of the said clause 18, and insert in lieu thereof the following:

18.1.3 Adult Apprentices

Definition - An adult apprentice means an employee engaged as an apprentice who at the time of apprenticeship is of or above the age of 21 years.

18.1.3.1 Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., Roof Tilers, Fibrous Plasterer, Plasterboard Fixer, Stonemasons, Tilelayers, Floorlaying

(i) Indentured Apprentices:

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	405.10	63	24.40	17.10	446.60
2nd year	405.10	63	24.40	25.30	454.80
3rd year	469.40	73	24.40	32.50	526.30
4th year	540.10	84	24.40	38.70	603.20

From 1 November 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	430.80	67	24.40	17.10	472.30
2nd year	430.80	67	24.40	25.30	480.50
3rd year	495.10	77	24.40	32.50	552.00
4th year	565.80	88	24.40	38.70	628.90

(ii) Trainee Apprentices:

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	405.10	63	24.40	18.40	447.90
2nd year	411.50	64	24.40	27.80	463.70
3rd year	514.40	80	24.40	35.30	574.10
4th year	565.80	88	24.40	40.10	630.30

From 1 November 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	430.80	67	24.40	18.40	473.60
2nd year	437.20	68	24.40	27.80	489.40
3rd year	540.10	84	24.40	35.30	599.80
4th year	598.00	93	24.40	40.10	662.50

18.1.3.2 Civil Engineering Construction Carpenters - for adult apprentices the minimum rates shall be as follows:

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	405.10	63	24.40	20.00	449.50
2nd year	430.80	67	24.40	28.10	483.30
3rd year	520.80	81	24.40	35.30	580.50
4th year	598.00	93	24.40	41.40	663.80

From 1 November 2008

Year	Base Rate Per Week	Percentage relative to CW3 Trade Rate %	Industry Allowance Per Week \$	Special Allowance Per Week \$	Total Per Week \$
1st year	430.80	67	24.40	20.00	475.20
2nd year	456.50	71	24.40	28.10	509.00
3rd year	546.60	85	24.40	35.30	606.30
4th year	623.70	97	24.40	41.40	689.50

5. Delete the table appearing in subclause 18.4 Leading hands, of the said clause 18, and insert in lieu thereof the following:

Item No.	Description	Weekly Base \$	Amount per hour \$
(i)	In charge of not more than 1 person	15.70	0.43
(ii)	In charge of 2 and not more than 5 persons	34.40	0.93
(iii)	In charge of 6 and not more than 10 persons	43.90	1.19
(iv)	In charge of more than 10 persons	58.60	1.59

6. Delete the amount "75 cents" appearing in subclause 18.5 Carpenter - Diver allowance, of the said clause 18, and insert in lieu thereof the following:

78 cents

7. Delete the table in subclause 18.7 Foreperson and Sub Foreperson Allowances, of the said clause 18, and insert in lieu thereof the following:

Classification	Per Week \$
Foreperson (as defined)	86.70
Sub-Foreperson	62.40

8. Delete the table in paragraph 18.8.2 Refractory bricklaying allowance, of the said clause 18, and insert in lieu thereof the following:

Classification	Per hour \$
Refractory Bricklayer	1.70
Refractory Bricklayer's Assistant	1.46

9. Delete the amount of "\$23.50" appearing in subclause 24.1, Industry Allowance, of clause 24, Allowances, and insert in lieu thereof the following:

\$24.40

10. Delete the amounts of "\$11.50" and "\$2.29" appearing in subclause 24.2, Underground Allowance, of the said clause 24, and insert in lieu thereof the following amounts "\$11.96" and "\$2.38" respectively.
11. Delete paragraph (a) of subclause 24.3 Tool Allowance, of clause 24 Allowance, and insert in lieu thereof the following:

24.3 Tool Allowance

- (a) A tool allowance shall be paid for all purposes of the Award to tradesperson and apprentices (including school based apprentice) in their respective trades in accordance with the following Table. The provision of tools under the Federal Government "tools for your trade scheme" shall not constitute the provision of all tools by the employer for the purpose of this clause.

Trade	Tool Allowance \$
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, letter cutter, marble and slate worker, stonemason	24.70
Caster, fixer, floorlayer specialist, plasterer	20.40
Bricklayer, Tilelayer, Hard Floor Coverer	17.50
Rooftiler, slater, ridger or roof fixer	12.90
Signwriter, painter	5.90

12. Delete the table appearing in paragraph 24.5.3 of subclause 24.5 Multi-story allowance, of the said clause 24, and insert in lieu thereof the following:

Floor Levels	Amount per hour extra \$
From commencement of building to fifteenth floor level	0.45
From sixteenth floor level to thirtieth floor level	0.53
From thirty-first floor level to forty-fifth floor level	0.82
From forty-sixth floor level to sixtieth floor level	1.06
From sixty-first floor level onwards	1.32

13. Delete the table appearing in subclause 25.5 Swing Scaffold, of clause 25, Special Rates, and insert in lieu thereof the following:

Height of Bracing	First Four Hours \$	Each additional Hour \$
0 - 15 storeys	3.99	0.82
16 - 30 storeys	5.15	1.07
31 - 45 storeys	6.09	1.24
46 - 60 storeys	9.97	2.06
greater than 60 storeys	12.72	2.63
solid plasterers when working off a swing scaffold	0.11 per hour	

14. Delete the table appearing in subclause 25.15 Heavy Blocks, of the said clause 25, and insert in lieu thereof the following:

	Amount per hour \$
Where the blocks weigh over 5.5 kg and under 9 kg	0.55 p/h
Where the blocks weigh 9 kg or over up to 18 kg	1.01 p/h
Where the blocks weigh over 18 kg	1.40 p/h

15. Delete the table appearing in subclause 25.41 Table of Special Rates, of the said clause 25, and insert in lieu thereof the following:

Item No.	Clause No.	Description	Amount \$
1	25.1	Insulation Work	0.69 p/h
2	25.2	Hot Work Between 46° and 54° Beyond 54°	0.55 p/h 0.69 p/h
3	25.3	Cold Work	0.55 p/h
4	25.4	Confined Space	0.69 p/h
5	25.6	Explosive Powered tools	1.31 p/d
6	25.7	Wet Work	0.55 p/h
7	25.8	Dirty Work	0.55 p/h
8	25.9	Towers Allowance Work above 15 metres Each further 15 metres	0.55 p/h 0.55 p/h
9	25.10	Toxic Substances Using toxic substances In close proximity	0.69 p/h 0.55 p/h
10	25.12	Materials containing asbestos	0.69 p/h
11	25.13	Furnace Work	1.46 p/h
12	25.14	Acid Work	1.46 p/h
13	25.16	Cleaning down brickwork	0.50 p/h
14	25.17	Bagging	0.50 p/h
15	25.18	Bitumen Work	0.69 p/h
16	25.19	Plaster or composition spray	0.55 p/h
17	25.20	Slushing	0.55 p/h
18	25.21	Dry polishing of tiles	0.69 p/h
19	25.22	Cutting tiles	0.69 p/h
20	25.23	Second hand timber	2.17 p/d
21	25.24	Roof repairs -Employees other than slaters and roof tilers	0.69 p/h
22	25.24(i) 25.24(ii)	Roof Repairs - Slaters and roof tilers Height over 15 metres 35° pitch 40° pitch	0.50 p/h 0.69 p/h 1.01 p/h
23	25.25	Computing quantities	3.99 p/d
24	25.26	Height work - painting tradespersons	0.50 p/h
25	25.27	Height work - bridge and wharf carpenters 8 metres from ground, deck, etc. Each additional 3 metres	0.55 p/h 0.10 p/h
26	25.28	Grindstone Allowance	5.88 p/w
27	25.31	Certificate Allowance	0.55 p/h
28	25.32	Spray Application - painters	0.55 p/h
29	25.33	Cutting bricks	0.69 p/h
30	25.34(a)	District Allowances Districts west and north Western Division	0.81 p/d 1.33 p/d
31	25.34(b)	District Allowances NSW border to Dalgety	1.33 p/d
32	25.34(c)	District Allowances Road and bridge construction and repair	0.43 p/d
33	25.35	Pneumatic tools - stonemason	3.01 p/d
34	25.36	Asbestos Eradication	1.85 p/h
35	25.37	Laser safety officer	2.28 p/d
36	25.38	Illawarra road and general construction	0.55 p/h

37	25.39	Suspended Perimeter Work Platform	0.84 p/h
38	25.40	Labourers on refractory brickwork	4.12 per call back
39	25.41	First Aid Allowances	
		Minimum qualification	2.35 p/d
		Higher qualification	3.70 p/d

16. This variation shall take effect from the beginning of the first pay period to commence on or after 5th August 2008.

I. W. CAMBRIDGE, Commissioner

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**BUILDING CRANE DRIVERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

**VARIATION**

1. Delete subclause (ii) of clause 4, Rates of Pay, of the award published 22 April 2005 (350 I.G. 345), and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the State Wage Case - 2007 adjustment as set out in Table 1 - Wages, of Part B, Monetary Rates, payable under the State Wage Case - 2008 decision. This adjustment may be offset against:
    - (A) any equivalent overaward payments, and/or
    - (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Base Rate Per Week \$	Safety Net Adjustment Per Week \$	Total Margin Per Week \$
Lofty Crane Driver	495.20	206.00	701.20

Item No	Clause No.	Brief Description	Amount \$
1	8(iii)	Overtime meal allowance	11.30 per meal
2	8 (iii) (a)	Meal interval	11.30 per meal
3	10A(i)	Travel Allowance	15.40 per day
4	10A(ii)	Travel within 50 klm from depot	15.40 per day
5	10 I (ii)	Transfer of Work Sites	0.83 cents per klm
6	10 D (i)(b)	Excess travel	0.44 cents per klm
7	10M	Travelling time allowance	9.15 per week
8	11 (iii) (b)	Living away from home weekly rate	390.20 per week
9	11 (iii) (b)	Living away from home daily rate	55.80 per day
10	11 (v) (c) (iii)	Meals while travelling	11.30 p/meal
11	11 (vi)	Return journey	18.40
12	11 (xi) (b)	Weekly camping rate	152.90 per week
13	11 (xi) (b)	Daily camping rate	22.30 per day
14	12A	Industry Allowance	23.50 per week

15	12B	Multi Storey Allowance - From 4th floor level to 10th floor level From 11th floor level to 15th floor level From 16th floor level to 20th floor level From 21st floor level to 25th floor level From 26th floor level to 30th floor level From 31st floor level to 40th floor level From 41st floor level to 50th floor level From 51st floor level to 60th floor level From 61st floor level onwards	0.49 per hour extra 0.55 per hour extra 0.64 per hour extra 0.82 per hour extra 1.01 per hour extra 1.06 per hour extra 1.22 per hour extra 1.39 per hour extra 1.47 per hour extra
16	12C	Towers Allowance Up to 15 metres For every additional 15 metres	0.55 per hour 0.55 per hour
17	12D(ii)	Dirty work	0.55 per hour extra

3. This variation shall take effect from the beginning of the first pay period to commence on or after 5 August 2008.

I. W. CAMBRIDGE, Commissioner

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(058)

**SERIAL C6728****BUILDING EMPLOYEES MIXED INDUSTRIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

**VARIATION**

1. Delete subclause 16.8 of clause 16, Wages, of the award published 16 November 2001 (329 I.G. 577), and insert in lieu thereof the following:

16.8 The rates of pay in this award include 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 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

	Base Rate \$	Supplementary payment \$	SWC Adjustments \$	Tool Allowance \$	Ordinary Weekly Rate \$
Carpenters & Joiners	367.30	38.20	215.40	24.70	645.60
Bricklayers	367.30	38.20	213.30	17.50	636.30
Plumbers including: Gasfitters & Drainers	369.60	38.00	215.50	24.70	n/a
Painters, Including: Signwriters Marblers, Grainers & Artworkers	367.30	38.00	215.40	5.90	n/a

## Builders Labourer

Classification	Previous Ordinary Weekly Rate \$	SWC Adjustments \$	Current Ordinary Weekly Rate \$
1. Rigger, Dogger	431.40	146.20	577.10
2. Scaffolder (as defined), powder monkey hoist or winch driver, foundation shaftperson (as defined), concrete finisher (as defined), steel fixer including tack welder	420.20	145.80	566.00
3. Bricklayer's labourer, plasterer's labourer, assistant rigger (as defined), assistant powder monkey (as defined) demolition work (after 3 months experience) gear hand, pile driver (concrete), hammerperson, mixer driver (concrete), steel erector, aluminium alloy structural erectors, (whether pre-fabricated or otherwise), gantry hand or crane hand, crane chaser, cement gun operator, concrete cutting or drilling machine operator, concrete gang including concrete floater (as defined), roof layer (malthoid or similar material) dump cart operator, under pinner, steel or bar bender to pattern or plan, concrete formwork stripper	408.00	145.30	553.30
4. Builder's labourer employed on work other than that specified in (1) to (3) hereof	384.20	168.50	552.70

## Apprentices

## Carpenters/Joiners/Bricklayers/Painters

	Indentured \$	Trainees \$
1st Year	217.00	243.50
2nd Year	317.40	356.30
3rd Year	420.30	461.90
4th Year	491.50	518.80

## Plumbers

	\$	\$
1st Year	219.10	247.50
2nd Year	320.20	359.90
3rd Year	421.80	465.60
4th Year	496.10	523.80

Table 2 - Allowances

Item	Clause	Description	Amount \$
1	16.1	Tool Allowance Carpenter/Joiner	24.70 per week
	16.1	Bricklayer	17.50 per week
	16.2	Plumber	24.70 per week
	16.3	Painter	5.90 per week
	16.4	Plumber - Registration Allowance	0.50 per hour

2	16.2.2 16.2.3 16.3.2 16.3.3 16.3.4 16.3.5 16.3.6 16.3.7(a) 16.3.7(b)	Adjustments Ships Plumber Drainer (amount to be deducted) Signwriter Marbler and Grainer Ship Painter Casual Ships Painter Signwriter, Grainer, Gilder on Ship work Artworker Grade 2 Artworker Grade 1	0.28 per hour 0.05 per hour 0.45 per hour 0.45 per hour 0.35 per hour 13.99 per day 0.77 per hour 0.44 per hour 0.79 per hour
All Employees			
3	17.2.1	Insulation	0.69 per hour
4	17.2.2	Hot Work between 46 and 54 degrees exceeding 54 degrees	0.55 per hour 0.69 per hour
5	17.2.3	Cold Work	0.55 per hour
6	17.2.4	Confined Spaces	0.69 per hour
7	17.2.5	Swing Scaffold first four hours every hour after	3.99 0.78 per hour
8	17.2.6	Wet Work	0.55 per hour
9	17.2.7	Dirty Work	0.55 per hour
10	17.2.8	Towers Allowance above 15 meters in height each additional 15 meters	0.55 per hour 0.55 per hour
11	17.2.9	Toxic Substances preparation and application when air conditioning plant not operating Close Proximity to employees so engaged	0.69 per hour 0.45 per hour 0.55 per hour
12	17.2.11	Computing Quantities All Trades except Plumbers Plumbers	3.99 per day 0.55 per hour
13	17.2.12	Asbestos Eradication	1.85 per hour
Carpenters, Joiners and Bricklayers Only			
14	17.3.1	Roof Work	0.69 per hour
15	17.3.2	Ship Repair	13.42 per week
16	17.3.3	Second Hand Timber	2.17 per day
17	17.3.4	Acid Work	1.46 per hour
18	17.3.5	Cleaning Down Brick Work	0.50 per hour
19	17.3.6	Bagging	0.50 per hour
20	17.3.7	Brick Cutting Machine	0.69 per hour
21	17.3.8	Heavy Blocks weighting over 5.5 kg and under 9 kg weighting over 9 kg and under 18 kg weighting over 18 kg	0.55 per hour 1.01 per hour 1.40 per hour
Carpenters, Joiners, Bricklayers and Painters			
22	17.4.1	Tunnel and Shaft	0.69 per hour
23	17.4.2	Furnace Work	1.46 per hour
24	17.4.3	Explosive Power Tools	1.31 per hour
Plumbers Only			
25	17.5.1	Chokages	6.28 per day
26	17.5.2	WC's Urinals	0.69 per hour
27	17.5.3	Height Work	0.55 per hour
28	17.5.4	Lead Burner Lead Burner in Chemical Works Oxyacetelyne or Electric Welding Certificate Welding in Compliance with AS4041-1998	0.70 per hour 0.92 per hour 0.50 per hour 0.73 per hour

		Welding other than under 17.5.4(c)	Min per day \$5.60 0.12 per hour
29	17.5.5	Using or in close proximity to Asbestos	0.69 per hour
30	17.5.6	Slaughter Yards	1.31 per hour
31	17.5.7	Roof Work	0.77 per hour
32	17.5.8	Use of Licences Plumber's Licence Gasfitter's Licence Drainer's Licence Plumber's and Drainer's Licence Plumber's and Gasfitter's Licence Gasfitter and Drainers Licence	0.84 per hour 0.84 per hour 0.74 per hour 1.13 per hour 1.13 per hour 1.58 per hour
33	17.5.9	District Allowance	
	(a)		0.89 per hour
	(b)		1.46 per hour
	(c)		1.46 per hour
Ship Plumbers			
34	17.6.1	Ballast and Oil Tanks	0.69 per hour
34	17.6.2	Bilges	0.50 per hour
38	17.6.3	Diesel Engines	0.50 per hour
Painters			
37	17.7.2	Height Work	0.50 per hour
38	17.7.3	Use of Rigging or Scaffold Certificate	0.55 per hour
39	17.7.4	Spray Allowance	0.55 per hour
40	17.7.5	Power Tools	0.55 per hour
Builders Labourers			
41	16.4.2	Builders Labourer engaged on maintenance - not applicable to Builders Labourers Classification 4	14.53 per week
	16.4.3	Builders Labourer other than on maintenance - not applicable to Builders Labourers Classification 4	9.73 per week
42	17.8.1	Work on Acid Resistant Brick Work Boilers,	0.52 per hour
	17.8.2	furnaces, Kilns, etc	0.52 per hour
43	17.9.1	Apprentices use of Rigging or Scaffold Certificate	0.55 per hour
44	18	Leading Hand Carpenters and Bricklayers In charge of: not more than 1 person more than 2 but not more than 5 persons more than 5 but not more than 10 persons more than 10 persons  Plumbers In charge of: up to 2 journeypersons 3 to 5 journey persons 5 to 10 journeypersons over 10 journeypersons	Per week  15.70 per week 34.40 per week 43.90 per week 58.60 per week  0.75 per hour 0.88 per hour 1.13 per hour 1.46 per hour
		Painters In charge of: 1 to 5 journeypersons (and/or apprentices) 6 to 15 journeypersons (and/or apprentices) more than 15 journeypersons (and/or apprentices)  Builders' Labourers In charge of not less than 2 nor more than 5 persons not less than 5 nor more than 10 persons more than 10 persons	6.91 per day 8.61 per day 11.77 per day  28.50 per week 35.70 per week 48.20 per week

45	20.3.2	Ships Work - Special Places	0.50 per hour
46	20.3.3	Insulations with granulated cork	0.50 per hour
47	20.4	Removal Bitumous Compounds	0.50 per hour
48		Industry Allowance	24.40 per week
49	15.2	Overtime Meal Allowance	11.30 per meal
50	22.3.1(b)	Living Away from Home - Weekly	390.20 per week
51	22.3.1(c)	Living Away from Home - Daily	55.80 per day
52	22.4.1(a)(iii)	Travel Expenses - Meal	11.30 per meal
53	22.4.1(b)(i)	Return Journey	18.70 per occasion
54	22.6.5	Weekend Return Home	31.80 per occasion
55	24.1.1	First Aid Allowance	2.28 per day
56	26.2.1	Loss of Tools and Clothing	1431.00

3. This variation shall take effect from the beginning of the first pay period to commence on or after 5 August 2008.

I. W. CAMBRIDGE, Commissioner

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(072)

**SERIAL C6720****BUTCHERS' WHOLESALE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1261 of 2008)

Before Commissioner Tabbaa

19 August 2009

**VARIATION**

1. Delete subclause 27.3, of clause 27, Wages, of the award published 25 January 2001 (321 I.G. 1167), and insert in lieu the following:

## 27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 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 of adjustments.
2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

**APPENDIX 1****Wages**

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

	Total Weekly Classification	Rate \$
1	Slaughterperson	612.10
2	Employee grading beef carcasses	574.70
3	Employee weighing and/or recording	568.70
4	Knocker down and/or shackler and/or employee opening up neck and tying weisand before hoisting to bleeding rail	572.00
5	Slaughterhouse labourer whose work includes trimming carcasses after slaughterperson, skinning heads; removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	568.70
6	Employee skinning feet and taking out sinews	567.60
7	Tripeperson and employee cutting, turning and washing tripes and cutting and washing bibles	567.60
8	Slaughterperson labourer	563.00
9	Laundry attendant	563.00
10	Stockperson (working under conditions of the stockperson clause)	569.50
11	Stock person, stock receiver and penner-up	565.30
12	Yard person and general labourer	558.40
13	Freezer room employee	567.60

14	Dripping and/or lard operator, tallow person, digester person and/or dry melter operator, expellor and/or dryer attendant	570.50
15	Mill hand, by-products labourer and save-all attendant	560.80
Casing Cleaning Department		
16	All-round person	572.30
17	Employee trimming and sliming bungs and bladders and sliming runners	565.30
Boning Department		
18	Boner	589.70
19	Slicer and/or sawyer	575.60
20	Trimmer	568.70
21	Weighperson	565.10
22	Packer, strapper, wiring and/or gluing machine operator	563.00
23	Shop person/butcher	597.10
Motor Wagon Drivers		
24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons)	569.60
	For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra	1.94
	For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra	1.51
	For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons) when a trailer is attached to a motor wagon; the carrying capacity of such trailer shall be computed with the rate in determining the drivers wages	1.21
25	Driver of a tractor under 50h. or fork lift driver	569.60
26	Driver of a bulldozer	569.60
27	Loader	578.40
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	568.70

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12 - General Labourer	Amount \$
At 15 years of age	36%	201.00
At 16 years of age	48%	268.00
At 17 years of age	60%	335.00
At 18 years of age	74%	413.20
At 19 years of age	87%	485.80
At 20 years of age	Adult rates	

Upon any adjustment, junior rates to be calculated to the nearest ten cents

**APPENDIX 2****Other Rates and Allowances**

Other Rates and Allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No	Clause No	Allowance	Amount \$
1	34.1	Alternating Shifts - per shift	9.66
2	31.5	Afternoon Shift - per shift	13.88
3	32.9.1	Extraordinary Hours Allow - per day	8.34
4	35.5	Horse allowance - per week	15.71
5	33.3	Meal money - per meal	9.41
6	29.1	Temperature allowance - per hour Below minus 1 degree Celsius Below minus 16 degrees Celsius Below minus 20 degrees Celsius Below minus 26 degrees Celsius	0.49 0.78 1.44 2.15
7	29.2	Freezing room allowance - per hour	0.53
8	29.4	Temperature allowance - per hour	0.53 0.84
9	10.1	Rovers allowance - per day	3.23
10	20.1.2	Bull penalty - per head	3.23
11	23.1	Dog allowance - per dog per week	8.10
12	23.3	First aid attendant - per day	3.87
13	23.4	Leading hand - per week	28.96
14	23.5.1	Pedestrian stacker - cold temperature per week	14.94
15	23.5.2	Pedestrian stacker - per week	11.04
16	23.5.3	Fork lift - per week	7.77
17	17.1.1	Objectionable work - ordinary hours	3.57
18	17.1.2	Objectionable work - outside ordinary hours per sheep, calf or pig Per head of cattle	4.17 17.73
19	17.1.3	Objectionable work - on Sundays; and public holidays - per sheep, calf or pig per head of cattle	6.39 25.68
20	17.1.4	Condemned carcass allowance - per day	3.57
21	17.1.5	Brucella Reactor - per day	8.07
22	17.1.6	Work in artificially increased temperature - per hour	0.49
23	17.1.7	Foetal blood extraction allowance - per day	8.07
24	13.4	TP Slaughtering allowance - all type of animals - per day per week	5.26 2.64
25	13.5	TP slaughtering allowance - two types of animals - per day per week	4.50 2.16
26	13.6	TP slaughtering allowance - one type of animal - per day per week	3.23 1.57



27	51.2	Knife allowance Slaughterpersons, boners and labourers skinning cattle, heads and feet - per week per day other employees using a knife - per week per day	3.76 0.74 2.70 0.50
28	49.1 (a)	Clothes allowance - per day	1.60
29	49.1 (b)	Laundry allowance - per day	1.30
30	49.1 (c)	Clothes allowance - per day	0.42
31	49.3 (a) 49.3 (b) 49.3 (c)	Clothes/laundry allowance (employees not covered by Items 28-30 of the Appendix) Clothes allowance - per day Laundry allowance - per day Clothes allowance - per day	0.78 0.62 0.18
32	46.5 (b)	TP boner allowance	1.82

3. This variation shall come into effect from the first full pay period on or after 29 October 2008.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

**BUTCHERS, RETAIL (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1266 of 2008)

Before Commissioner Tabbaa

19 August 2008

**VARIATION**

1. Delete clause 8, Wages, of the award published 11 August 2000 (317 I.G. 808), and insert in lieu the following:

**8. Wages**

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 over award payments, and/or
  - (b) Award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  - (c) By consent of all parties to an award, where the minimum rates adjustments has been completed, award rates may be expressed as hourly rates as well as weekly rates. In the absence of consent, a claim that award rates be so expressed may be determined by arbitration.
  - (d) The State Wage Case adjustment will only be available where the rates in the award have not been increased, other than by safety net or State Wage Case adjustments, or as a result of the application of the Minimum Rates Adjustment principle, since May 1991.
  - (e) Increases arising from the State Wage Case 1991 and from previous State Wage Cases may be phased-in upon application and where circumstances justify it.
  - (f) In the absence of consent in respect in an application will be determined by the Commission.
2. Delete Part B Monetary Rates, and inset in lieu thereof the following:

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

Level	Classification	SWC 2008 Amount per week \$
	Effective from the first full to commence on or after 3rd February 2008	
	Division A- Retail Butcher Shops	
7	General butcher in charge	668.50
6	General butcher (incl employee slaughtering)	642.90
6	Small goods maker Butcher's shop	642.90

5	Boner	601.45
4	Salesperson	589.70
4	Scalder and/or cooker	589.70
3	Salter and/or Pickle - pumper (Arterial or Stab)	574.30
2	Order person	566.65
2	All others	566.65
1	New employee on 3 months probation	545.40
Division B - Drivers		
Driver of motor vehicles		
4	(a) not exceeding 1,270 kg capacity	589.70
4	(b) exceeding 1,270 kg but not exceeding 3 tonnes capacity	589.70
4	(c) exceeding 3 tonnes capacity but under 5 tonnes	589.70
	(d) for each complete tonne over 5 tonnes (p.w)	1.91
	(e) not being a tractor drawing trailer (pd extra)	1.38
4	(f) Refrigerated van	589.70
Division C - Boning and/or Pre-packing Area, Room or Factory		
6	General butcher	642.90
5	Boner	601.45
4	Slicer	589.70
2	Labourer assistant with boning and slicing activities	566.65
4	Sawyer	589.70
3	Trimmer	574.30
3	Employee using knives for cleaning or preparing meat immediately prior to packing	566.65
2	Chiller - room hand	566.65
2	Strapping or wiring machine operator or vacuum machine operator	566.65
2	Employee wrapping, weighing, pricing, packaging or packing uncooked meat	566.65
2	Employee operating wizard knives	566.65
2	All others	566.65
Division D - Clerks and Cashiers		
3	Clerk and/or Cashier	574.30
Division E - Apprentices		
The wage rate for apprentices on probation shall be as follows:		
Year of Apprenticeship		
	1st year - 50% of Level 6	321.45
	2nd year - 65% of level 6	417.90
	3rd year - 85% of Level 6	546.50
	4th year - 95% of Level 6	610.75
And thereafter not less than the minimum rates for tradespersons in the section of trade to which the apprentice was indentured.		

**Table 2 - Other Rates and Allowances**

Item	Description	Amount \$
1	Meal Money	10.25
2	Leading Hand allowance	
	(a) 3 - 10 employees	10.20
	(b) 10 or more employees	15.20
Division C Employees		
3	Temperature range	
	(a) Below 0° c but not below - 16° c	0.42
	(b) Below -16°c but not below - 20.5°c	1:04
	(c) Below - 20.5°c	1.41
(Note: these rates are not cumulative)		

	All Other Employees	
4	Temperature Range: (a) Below 0°c but not below -16°c (b) Below - 16°c but not below - 20.5°c (c) Below - 20.5°c (Note: these rates are not cumulative)	0.42 1.04 1.41
5	Protective Clothing Allowance	4.11

3. This variation shall come into effect from the first full pay period on or after 3 February 2009.

I. TABBAA, Commissioner

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## BUTTER AND CHEESE AND OTHER DAIRY PRODUCTS (NEWCASTLE AND NORTHERN) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1263 of 2008)

Before Commissioner Tabbaa

19 August 2008

### VARIATION

1. Delete Clause 10, Arbitrated Safety Net Adjustment, of the award published 26 October 2001, (328 I.G. 1087) and insert in lieu thereof the following:

#### 10. Arbitrated Safety Net Adjustment

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 over award payments, and/or;
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates of adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Item No	Description	Amount per week \$
1	Production Assistant 1	581.90
2	Production Assistant 2	591.20
3	Plant Operator 1	594.80
4	Plant Operator 2	603.40
5	Plant Operator 3	616.10
6	Foreperson	627.40
7	Employee Grading and Taking Delivery of Milk	635.10

**Table 2 - Other Rates**

Item No	Clause No	Description	Amount \$
1	5.5	Meal Allowance	7.76
2	8.1	Driver of scammell, articulated or vehicle with trailer attached - Where the semi-trailer has single axle	27.51
3		Where the semi-trailer has more than one axle	33.48

4	8.2	Leading Hand Allowance - In Charge of 2 - 10 employees	15.30
5		In Charge of more than 10 employees	18.43
6	8.3	Clearing or Cleaning of Box Allowance - Each wet clean	0.60
7		Each dry clean	0.32
8	8.4	Operating more than two condenser/evaporating pans/ovens	3.55
9	8.5	Washing condenser pans/vacuum holding vats or evaporators - Each flying clean	0.14
10		Each full clean	0.55
11	8.6	Operating a pedestrian stacker in cold temperatures	9.89
12	8.7	Operating a pedestrian stacker	7.31
13	8.8	Operating a pedestrian forklift	5.39
14	8.9	First-Aid Allowance	11.46
15	8.10.2	Laundry Allowance	5.88
16	8.11.1	Junior employees operating the majonnier test	6.01
17	8.11.2	Junior employees working in a laboratory (other than cleaner/ bottle washer)	3.60
18	9.1.1	Early Morning Shift	10.20
19	9.1.2	Afternoon Shift	13.33
20	9.1.3	Night Shift	16.82
21	9.1.4	Fixed afternoon or night shift - Extra per shift	1.48
22	11.1.1	Working in Cold Temperature Allowance - Below 2 degrees	0.18
23	11.1.2	Below - 1 degree	0.33
24	11.2.3	Below - 16 degrees	0.46
25	11.2.4	Below - 20 degrees	0.86
26	11.2.5	Below - 30 degrees	1.13

3. This variation shall come into effect from the first full pay period on or after 17 March 2009.

I. TABBAA, Commissioner

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## BUTTER, CHEESE AND OTHER DAIRY PRODUCTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1262 of 2008)

Before Commissioner Tabbaa

19 August 2008

### VARIATION

1. Delete clause 10, Arbitrated Safety Net Adjustment, of the award published 26 October 2001 (328 I.G. 1114), and insert in lieu thereof the following:

#### 10. Arbitrated Safety Net Adjustment

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 over award payments, and/or;
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates of adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Item No.	Description	Amount Per week State Wage Case 2008 \$
1	Production Assistant 1	581.90
2	Production Assistant 2	591.20
3	Plant Operator 1	594.80
4	Plant Operator 2	603.40
5	Plant Operator 3	616.10
6	Fore person	627.40
7	Employee grading and taking delivery of milk	635.10

**Table 2 - Other Rates**

Item No	Clause No	Description	Amount State Wage Case 2008 \$
1	5.5	Meal Allowance	7.21
2	8.1	Driver of scammell, articulated or vehicle with trailer attached	
		Where the semi-trailer has single axle	28.03

3		Where the semi trailer has more than one axle	34.06
4	8.2	Leading hand allowance	
		In charge of 2 -10 employees	15.53
5		In charge of more than 10 employees	18.75
6	8.3	Clearing or cleaning of box allowance	
		Each wet clean	0.61
7		Each dry clean	0.32
8	8.4	Operating more than 2 condenser/evaporating pans/ ovens	3.61
9	8.5	Washing condenser pans/vacuum holding vats or evaporators	
		Each flying clean	0.12
10		Each full clean	0.56
11	8.6	Operating a pedestrian stacker in cold temperatures	10.05
12	8.7	Operating a pedestrian stacker	7.43
13	8.8	Operating a pedestrian forklift	5.46
14	8.9	First-Aid allowance	11.68
15	8.10.2	Laundry allowance	5.62
16	9.1.1	Early morning shift	9.95
17	9.1.2	Afternoon shift	13.02
18	9.1.3	Night shift	16.40
19	9.1.4	Fixed afternoon or night shift - extra per shift	1.82
		Working in cold temperature allowance	
20	11.1.9	Below - 2 degrees	0.18
21	11.1.2	Below - 1 degrees	0.33
22	11.2.3	Below - 16 degrees	0.47
23	11.2:4	Below - 20 degrees	0.87
24	11.2.5	Below - 30 degrees	1.14

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

I. TABBAA, Commissioner

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(134)

**SERIAL C6700**

## CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1295 of 2008)

Before Commissioner Ritchie

14 August 2008

### VARIATION

1. Delete subclause (xv) of clause 3, Classification Structure and Salaries, of the award published 10 December 1999 (312 I.G. 703), and insert in lieu thereof the following:
  - (xv) 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 over award payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment
2. Delete Part B Monetary Rates and insert in lieu the following:

### PART B

#### MONETARY RATES

**Table 1 - Salaries**

The following Minimum rates of wages shall take effect from the first full pay period to commence on or after 14 August 2008.

- (i) Adults

Grade	Weekly Rate Pre SWC 2008 \$	SWC 2008 4% \$	Weekly Rate \$
1	563.60	22.54	586.10
2	584.50	23.38	607.90
3	618.20	24.73	642.90
4	659.90	26.40	686.30
5	720.50	28.82	749.30

- (ii) Juniors - The minimum rates of wages per week for junior employees shall be as follows:

- (a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2008 \$	SWC 2008 %	Weekly Rate \$
At 17 years of age	297.50	4%	309.40
At 18 years of age	367.60	4%	382.30

At 19 years of age	420.15	4%	436.95
At 20 years of age	496.05	4%	515.90

(b) All other junior employees:

Age	Weekly Rate Pre SWC 2008 \$	SWC2008 %	Weekly Rate \$
Under 17 years of age	223.30	4%	232.25
At 17 years of age	279.55	4%	290.75
At 18 years of age	342.60	4%	356.30
At 19 years of age	388.50	4%	404.05
At 20 years of age	457.20	4%	475.50

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Details	Amount \$
1	7 and 8 (iii)(b)	Meal Allowance	12.20
2	3(xi)	Saturday Loadings Adults Juniors	16.80 11.35
3	19(iii)	Own Car Allowance: For a vehicle 1,500cc For a vehicle over 1,500cc	95.25 117.75
4	19(iv)	Own Car Allowance: For use on a casual or incidental basis	0.65c per km

3. This variation shall take effect from the first pay period to commence on or after 14 August 2008.

D.W. RITCHIE, Commissioner

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(131)

**SERIAL C6707****CLERICAL EMPLOYEES IN RETAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1322 of 2008)

Before Commissioner Ritchie

18 August 2008

**VARIATION**

1. Delete Subclause (vi) of Clause 10 Classification Structure and Wages, of the award published 11 August 2000 (317 I.G. 778), and insert in lieu the following:
  - (vi) 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 over award payments, and/or
    - (ii) 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 of the following:

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

The following minimum rates of wages shall take effect from the first full pay period to commence on or after 18 August 2008.

- (i) Adults

Grade	Weekly Rate Pre SWC 2008 \$	SWC2008 4% \$	Weekly Rate \$
1	563.60	22.54	586.10
2	582.80	23.31	606.10
3	618.20	24.73	642.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(iii)(b)	Overtime/meal money Excess of 1 hour Excess of 5 hours	11.45 11.45
2	9(iii)	Casual Employees' Loadings for Certain Ordinary Hours (a) For engagements up to and including four hours (any length of engagement for Special and Confection Shops) Adult males and adult females Employees under 21 years of age	6.55 4.30

		(b) For engagements exceeding four hours (general shops only) Adult males and adult females Employees under 21 years of age	13.30 7.35
3	10 (iv)	First-aid attendant	1.70
4	10(v)	Extra language spoken	8.85
5	19	Meal Allowance Meal allowance/Sunday beyond 1 pm Meal allowances/late trading night	11.45 11.45
6	35 (ii)	Vehicle Allowances Bicycle Motorcycle Motor car - up to 2,000cc Motor car - up to 2,000 cc and over	11.40 per week 34.00 per week 118.35 per week 141.10 per week
7	35(ii)	Occasional Use of Own Car for Business up to 2,000cc 2,000 cc and over	0.55 per km 0.59 per km
8	35(iii)	Laundry Allowance Part-time and casual Maximum payment Articles made of nylon or similar material Part-time and casual Maximum payment	9.39 3.17 9.39 5.66 1.85 5.66

3. This variation shall take effect from the first full pay period to commence on or after 18 August 2008.

D.W. RITCHIE, Commissioner

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## COLD STORAGE AND ICE EMPLOYEES (NORTHUMBERLAND) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1265 of 2008)

Before Commissioner Tabbaa

19 August 2008

### VARIATION

1. Delete subclause (ii) of Clause 6, Wages, of the award published 20 July 2001 (326 I.G. 216) and insert in lieu thereof the following:
  - (ii) 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.
  
2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**TABLE 1 - WAGES**

Adult Classification	SWC 2008 Eff. 1 Dec. 08 Amount per week \$
Level 1	624.40
Level 2	611.40
Level 3	572.50
Level 4	568.60
Level 5	552.70

**Table 2 - Other Rates**

Item No.	Clause No.	Description	SWC 2008 Eff. 1 Dec. 08 Amount per week \$
1	4(iii)(a)	Shift Allowances- (a) Day and/ or afternoon and/or night rotating or alternating shifts - per shift	4.23

2	4(iii)(b)	(b) Regular afternoon shift which does not rotate to provide the shift worker at least one third of the employee's ordinary time on day shift - per shift	6.19
3	5 (iii)	Meal Allowance	5.88
4	6 (i)(b)	Pedestrian stacker allowance - per week	8.76
5	8(ii)	Cold temperature Allowance - Below 2 degrees Celsius - per hour	0.12
6	8(iii)	Cold temperature Allowance - Below minus 10 degrees Celsius Per hour or part thereof	0.26
7	8(v)	Cold temperature Allowance - Below 16 degrees Celsius - per hour or part thereof	0.36
8	8(vi)(c)	Cold temperature allowance - Below 20 degrees Celsius - per hour or part thereof	0.69
9	9	First aid Allowance - per week	5.14

3. This variation shall come into effect from the first full pay period on or after 1 December, 2008.

I. TABBAA, Commissioner.

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**CROWN EMPLOYEES (DEPARTMENT OF THE ARTS, SPORT AND RECREATION - PROGRAM OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6609 published 11 July 2008

(366 I.G. 159)

(No. IRC 1708 of 2007)

**CORRECTION**

1. Delete the title "CROWN EMPLOYEES (NSW DEPARTMENT OF THE ARTS, SPORT AND RECREATION - PROGRAM OFFICERS) AWARD", and substitute the following:

**CROWN EMPLOYEES (DEPARTMENT OF THE ARTS, SPORT AND RECREATION - PROGRAM OFFICERS) AWARD**

G. M. GRIMSON *Industrial Registrar.*

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**CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT  
OF CORRECTIVE SERVICES) CONSENT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5639 published 25 May 2007

(362 I.G. 822)

(No. IRC 1330 of 2006)

**CORRECTION**

1. Delete in instruction 1 the reference to "20 May 2005 (351 I.G. 58)" and substitute the following:  
20 May 2005 (351 I.G. 72).

G. M. GRIMSON *Industrial Registrar.*

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## **CROWN EMPLOYEES (OFFICE OF THE NSW FOOD AUTHORITY - FOOD SAFETY OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 716 of 2008)

Before Commissioner Ritchie

14 August 2008

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Parties to the Award
3.	Definitions
4.	Coverage
5.	Statement of Intent
6.	Grading and Evaluation of Positions
7.	Scope of Employment
8.	Savings of Rights
9.	Salaries
10.	Conditions of Employment - General
11.	Appointment
12.	Salary Progression
13.	Performance and Competency Standard Development
14.	Competency Assessment Panel
15.	Appeals
16.	Higher Duties Allowance
17.	Home Office Allowance
18.	Garage and Carport Allowance
19.	Hours of Duty
20.	Overtime
21.	Travelling Allowances
22.	On-Call Allowance
23.	Consultative Arrangements
24.	Multi-Skilling
25.	Grievance and Dispute Settling Procedures
26.	Anti-Discrimination
27.	Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Salaries

Schedule 1 - Food Safety Officer - Progression Requirements

### 1. Title

This award shall be known as the Crown Employees (Office of the NSW Food Authority - Food Safety Officers) Award.

### 2. Parties to the Award

The parties to this award are the Director of Public Employment and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

### 3. Definitions

- (a) "Act" means - the *Public Sector Employment and Management Act 2002*.
- (b) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (c) "Code of Practice" means - requirements and guidelines to ensure a premises or activity complies with statutory requirements.
- (d) "Compliance, Investigation & Enforcement Branch" means - a Branch of the NSW Food Authority consisting of the Enforcement, Audit & Compliance and Foodborne Illness Investigation Units.
- (e) "DPE" means - the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (f) "Director-General" means - the Director-General of the Office of the NSW Food Authority.
- (g) "Employee" means - a person employed on a temporary basis.
- (h) "HACCP" means - Hazard Analysis and Critical Control Point System - an international food safety management system.
- (i) "ISO" means - the International Standards Organisation.
- (j) "Job Evaluation" means - an accredited job evaluation system used to grade positions in NSW Food Authority.
- (k) "National Food Safety Standards" means - uniform food hygiene and safety regulations set out in the Food Standard Code to ensure a nationally consistent approach to food safety.
- (l) "NSW Food Authority" means - the Office of the NSW Food Authority as listed in Part 1 of Schedule 1 to the *Public Sector Employment and Management Act 2002*. The NSW Food Authority is established under the *Food Act 2003* to:
  - (i) ensure food for sale is both safe and suitable for human consumption,
  - (ii) prevent misleading conduct in connection with the sale of food, and
  - (iii) enforce the provisions of the *Food Act 2003* and also the Food Standards Code, as it applies in NSW.
- (m) "Normal Work", in respect of clause 26, Grievance and Dispute Settling Procedures, means - the duties and responsibilities contained in the position description of an officer, or officers, at the time a grievance, dispute or difficulty is notified within the Enforcement, Audit & Compliance, Foodborne Illness Investigation Programs and Science & Policy Units or within the NSW Food Authority.
- (n) "Officer" means - a person employed on a permanent full-time or permanent part-time basis.

- (o) "Position" means - a staff position as defined in Section 9 of the Act.
- (p) "Science & Policy Branch" means - a Branch of NSW Food Authority consisting of Programs, Policy, Science & Shellfish Units.
- (q) "Staff member" means - an officer or employee of NSW Food Authority Compliance, Investigation & Enforcement Branch and the Science & Policy Branch employed in the capacity of Food Safety Officer.

#### **4. Coverage**

The provisions of this award shall apply to staff members employed in the Compliance, Investigation & Enforcement Branch and the Science & Policy Branch of NSW Food Authority in the capacity of Food Safety Officer.

#### **5. Statement of Intent**

This award aims to achieve equity in salary and conditions between field staff of the former Meat, Dairy, and Seafood Branches of NSW Food Authority and facilitate recruitment and retention of Food Safety Officers.

#### **6. Grading and Evaluation of Positions**

- (a) The grading of positions will be carried out in accordance with the NSW Food Authority job evaluation policy.
- (b) Positions will be graded and evaluated from time to time in the following circumstances:
  - (i) Where the nature of the position is significantly changed or where a new position is created.
  - (ii) Where a position falls vacant and the Director-General seeks to determine whether it is necessary to evaluate the position prior to advertising the vacancy.
  - (iii) At the request of any party to this award, or an officer under the award, provided that the position(s) have not been reviewed for grading for at least (12) twelve months prior to the request.

#### **7. Scope of Employment**

- (a) Employment will be either on a permanent full time or permanent part time basis.
- (b) Temporary employees may be employed from time to time should the need arise.

#### **8. Savings of Rights**

No staff member of NSW Food Authority will suffer a reduction in his or her salary or any loss or diminution in his or her conditions of employment at the time of or as a consequence of the making of this award.

#### **9. Salaries**

- (a) Staff members will be appointed to one of the grades outlined in Table 1 of Part B, Monetary Rates of this award.
- (b) The rates of pay set out in Table 1 do not include payment for annual leave loading.
- (c) The salary rates set out in Table 1 will move in accordance with the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement award.
- (d) Salary rates were increased by four per cent (4%) with effect from the beginning of the first pay period (FPP) to commence on or after 1 July 2007, in line with the Crown Employees (Public Sector - Salaries 2007) Award.

### 10. Conditions of Employment - General

- (a) Except as otherwise provided in this award, the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or replacement award will apply.
- (b) The following awards, agreements and determinations apply to staff covered by this award:
  - (i) Crown Employees (Transferred Employees Compensation) Award.
  - (ii) Transferred Officers (Excess Rent Assistance) Agreement No 2354 of 1981.
- (c) Conditions of employment other than those fixed by this award are determined by the *Public Sector Employment and Management Act* 2002, the Public Sector Employment and Management (General) Regulation 1996 and the New South Wales Government Personnel Handbook.

### 11. Appointment

- (a) Positions will be graded using an accredited job evaluation system.
- (b) Except as provided in subclause (c) of this clause, staff members will be appointed to the first salary point in the grade of the position to which they are appointed.
- (c) The Director-General may appoint a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
  - (i) the person's skills, experience and qualifications,
  - (ii) the rate required to attract the person, and
  - (iii) the remuneration of existing staff performing similar work.
- (d) Except for deemed qualifications upon transition to the award in 2002, the essential qualifications for appointment to positions covered by this award will be:
  - (i) A degree in Food Science or equivalent qualification (as determined by the Director-General) in respect of the Enforcement, Audit & Compliance, Foodborne Illness Investigation, Programs, Policy & Science Units; or
  - (ii) A degree in Environmental Health, Aquatic or Animal Health or equivalent qualification (as determined by the Director-General) in respect of the Shellfish Unit.

### 12. Salary Progression

There shall be 6 levels of Food Safety Officer, with salary levels as prescribed in Table 1.

- (a) Progression within each grade will be by annual increment, provided the supervisor is satisfied with the conduct and manner of performance of duties of the person concerned.
- (b) Incremental progression for all officers will be subject to a satisfactory performance report recommending progression.
- (c) The Director-General may approve the accelerated progression of an officer through the incremental scale for the position occupied by the officer, in accordance with assessments made through a performance management system.
- (d) There will be competency barriers for progression from Trainee Food Safety Officer (Food Safety Officer Grade 1) to Food Safety Officer (Food Safety Officer Grade 2), and from Food Safety Officer to Senior Food Safety Officer (Food Safety Officer Grade 3) in the Compliance, Investigation & Enforcement Branch and the Science & Policy Branch.

- (e) Appointment to a position above Food Safety Officer Grade 3 in Compliance, Investigation & Enforcement Branch and the Science & Policy Branch will be by way of competitive selection to an advertised vacancy.

### **13. Performance and Competency Standard Development**

- (a) The parties to this award will participate in ongoing discussions to further develop the staff members covered by the award and the performance of NSW Food Authority. The Director-General will provide training and work opportunities for staff development.
- (b) The parties will participate in:
  - (i) Development and review of the NSW Food Authority Performance Management and Development System.
  - (ii) Discussion and review of the qualifications, requirements and competencies detailed variously in clause 11, Appointment, clause 12, Salary Progression and Schedule 1 to this award to ensure that they conform with national food safety standards as they change and develop from time to time. These discussions will continue as a matter of priority.

### **14. Competency Assessment Panel**

A Competency Assessment Panel will be formed consisting of the officers occupying the positions of Executive Director, Compliance, Investigation & Enforcement Branch, Manager, Audit & Compliance Unit and a Senior Technical Officer of the Science Unit. The Panel will assess competency criteria of officers seeking progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer.

### **15. Appeals**

- (a) An officer, who fails to satisfy the requirements of the competencies for progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer, as determined by the Competency Assessment Panel, may appeal the decision of that panel.
- (b) The officer, following the decision of the competency assessment panel, may lodge an appeal in writing with the Director-General within ten (10) working days of the panel advising the officer of its decision. The appeal must set out the grounds for the appeal.
- (c) The Director-General shall convene an Assessment Appeals Panel within ten (10) working days of an appeal being lodged and advise the officer of the members of the panel.
- (d) The Assessment Appeals Panel shall allow the appellant to appear before it during its determination of the appeal if so requested by the appellant.
- (e) The Director-General shall advise the officer of the decision of the Assessment Appeals Panel within five (5) days of the appeal being heard.

### **16. Higher Duties Allowance**

- (a) Staff members directed to perform the duties of a higher position for more than five consecutive working days will be paid an allowance.
- (b) The allowance will be agreed following discussion with the staff member and will be a proportion of the difference between the staff member's salary and the salary for the minimum rate of the higher position depending on the range of duties undertaken and the level of responsibility accepted.

### **17. Home Office Allowance**

The provisions of clause 45 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 shall apply.

### **18. Garage and Carport Allowance**

The provisions of clause 50 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 shall apply.

### **19. Hours of Duty**

The provisions of clause 11 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 shall apply.

### **20. Overtime**

- (a) A staff member may be directed by the Director-General to work overtime, provided 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:
- (i) the staff member's prior commitments outside the workplace, particularly their family and carer responsibilities, community obligations or study arrangements;
  - (ii) any risk to staff member health and safety,
  - (iii) the flexibility of working hour arrangements having regard to the unusual requirements of this occupation and the clients of NSW Food Authority,
  - (iv) the urgency of the work to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
  - (v) the notice (if any) given by the Director-General regarding the working of overtime, and by the staff member of their intention to refuse overtime, or
  - (vi) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) The Overtime provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 shall apply.

### **21. Travelling Allowances**

The provisions of clauses 26 and 29 to 35 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 shall apply.

### **22. On-Call Allowance**

- (a) A staff member shall be entitled to an on-call allowance when directed by the NSW Food Authority to be on call outside the staff member's working hours, in line with the provisions of clause 93, On Call (Stand-by) and On Call Allowance of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (b) For a staff member who is on call and called out by the NSW Food Authority, the overtime provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 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.

### **23. Consultative Arrangements**

NSW Food Authority and the Association agree to continue consultation to ensure that the implementation of this award realises improvements in service delivery, productivity, efficiency and job satisfaction. The parties will consult on such issues as training and development, work environment, restructuring, job evaluation, performance management, succession planning, multi-skilling, and cross training in different food commodities.

### **24. Multi-Skilling**

The parties to the award recognise that multi-skilling is a condition of this award. The parties agree that Food Safety Officers will undertake training and development activities as provided by the NSW Food Authority from time to time.

### **25. Grievance and Dispute Settling Procedures**

- (a) 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 NSW Food Authority, if required.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Director-General may refer the matter to the DPE for consideration.
- (g) 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.
- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) 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.
- (j) The staff member, Association, NSW Food Authority 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.

- (k) Whilst the procedures outlined in subclauses (a) to (j) 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.

## 26. Anti-Discrimination

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

### NOTES -

- (a) Employers and staff members 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."

## 27. Area, Incidence and Duration

- (a) This award applies to staff members as defined in clause 3, Definitions of Part A of this award.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Food Authority - Food Safety Officers) Award published 9 September 2005 (353 I.G. 635) and all variations thereof.
- (c) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial



Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 14 August 2008.

- (d) 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 - Salaries**

Food Safety Officers	
Classification and Grades	FPP 1.7.07 Per annum \$
Grade 1	
Year 1	47,001
Year 2	48,346
Year 3	50,356
Grade 2	
Year 1	53,399
Year 2	58,070
Year 3	65,527
Grade 3	
Year 1	70,508
Year 2	73,036
Year 3	76,896
Grade 4	
Year 1	80,300
Year 2	83,076
Year 3	87,263
Grade 5	
Year 1	91,589
Year 2	95,472
Grade 6	
Year 1	101,454
Year 2	105,923

## SCHEDULE 1

### Food Safety Officer - Progression Requirements

The current NSW Food Authority International Standards Organisation (ISO) system assesses and documents staff competencies. A Competency Assessment Panel will consider the following progression criteria in the Compliance, Investigation & Enforcement and the Science & Policy Branches.

The provisions of clauses 14 and 15 of this award will apply in relation to progression requirements.

Progression from Trainee Food Safety Officer (FSO 1) to Food Safety Officer (FSO 2):

- (a) Degree in Food Science or equivalent qualification (as determined by the Director-General) in respect of Compliance, Investigation & Enforcement Branch and the Science & Policy Branch,
- (b) Degree in Environmental Health, Aquatic or Animal Health or equivalent qualification (as determined by the Director-General) in respect of the Shellfish Unit.

- (c) Demonstrated knowledge of industry and technology and two or more years experience in one or more of the following areas: dairy farms, dairy processing, meat slaughter and boning, meat processing, shellfish harvest depuration and shucking, or seafood processing.
- (d) Working knowledge of relevant Codes of Practice, Acts and Regulations, and Procedure Manuals.
- (e) Demonstrated knowledge of NSW Food Authority licensing system.
- (f) Good written and verbal communication skills and ability to communicate at various levels to advise, guide, explain and motivate industry personnel.
- (g) Driver's Licence.
- (h) Competence in the use of computers for preparation of reports and for electronic communication (word processing, Excel, Internet, e-mail, and, in respect of the Shellfish Unit, Access).
- (i) Demonstrated ability to conduct Food Safety and Quality System Audits and Inspections in respect of Compliance, Investigation and Enforcement Branch.
- (j) Demonstrated ability to design and implement environmental monitoring programs in shellfish harvesting areas in respect of the Shellfish Unit.
- (k) Completed Food Safety Auditor's Course and meets auditor certification criteria in respect of Compliance, Investigation & Enforcement Branch.
- (l) Completed recognised training in one or more of the following areas in respect of the Shellfish Unit: geographic information systems (GIS), hydrology, depuration systems, epidemiology, marine algal biotoxins, virology or related disciplines.
- (m) Demonstrated capacity to organise time and work with minimal supervision.
- (n) Satisfactory completion of HACCP based training.

Progression from Food Safety Officer (FSO 2) to Senior Food Safety Officer (FSO 3):

- (a) High level of technical understanding of food safety issues.
- (b) Demonstrated knowledge of commodities in two or more food industries.
- (c) Detailed knowledge of Codes of Practice, Acts and Regulations and the intent of legislation.
- (d) Capacity to provide advice, training and education to industry and applicants.
- (e) High level of verbal and written communication skills.
- (f) Proven ability to provide comment or advice to NSW Food Authority on topical food safety issues.
- (g) Demonstrated ability to conduct investigations, collect evidence, conduct prosecutions, and gather information for reports.
- (h) Capacity to act as Lead Auditor in audits and make decisions on a range of technical matters in respect of Compliance, Investigation & Enforcement Branch.
- (i) Capacity to interpret results of environmental monitoring programs (microbiological, phytoplankton, heavy metal and pesticide) and make decisions on related technical issues in respect of the Shellfish Unit.

- (j) Ability to provide constructive advice and guidance to Trainee Food Safety Officers and Food Safety Officers in a team environment.

D.W. RITCHIE, Commissioner

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (PARKS AND GARDENS - HORTICULTURE  
AND RANGERS STAFF) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6550 published 30 May 2008

(365 I.G. 1695)

(No. IRC 1709 of 2007)

**CORRECTION**

1. Delete the title of the award "CROWN EMPLOYEES (PARKS AND GARDENS - HORTICULTURE AND RANGERS STAFF) CONSENT AWARD 2007, and substitute the following:

**CROWN EMPLOYEES (PARKS AND GARDENS - HORTICULTURE  
AND RANGERS STAFF) AWARD 2007**

G. M. GRIMSON *Industrial Registrar.*

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 718 of 2008)

Before Commissioner Ritchie

14 August 2008

### **REVIEWED AWARD**

#### **PART A**

##### **1. Arrangement**

Clause No.	Subject Matter
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#### PART A

- |     |   |
|-----|---|
| 1.  | Arrangement                                 |
| 2.  | Definitions                                 |
| 3.  | Anti-Discrimination                         |
| 4.  | Classifications                             |
| 5.  | Rates of Pay                                |
| 6.  | Increments                                  |
| 7.  | Hours                                       |
| 8.  | Meal Breaks                                 |
| 9.  | Allowances                                  |
| 10. | Appointments                                |
| 11. | Training and Development                    |
| 12. | Higher Duties Allowance                     |
| 13. | Performance Management                      |
| 14. | Flexible Work Organisation                  |
| 15. | Dispute and Grievance Resolution Procedures |
| 16. | Leave                                       |
| 17. | Travelling Compensation                     |
| 18. | Overtime                                    |
| 19. | Transferred Employees' Compensation         |
| 20. | Deduction of Association Membership Fees    |
| 21. | No Further Claims and No Industrial Action  |
| 22. | Secure Employment                           |
| 23. | Short Term Temporary Employee Entitlements  |
| 24. | Area, Incidence and Duration                |

#### PART B

- Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Officer) - Rates of Pay
- Schedule 2 - Aboriginal Education Officer - Rates of Pay
- Schedule 3 - School Administrative and Support Staff - Allowances

## 2. Definitions

- 2.1 "Aboriginal Education Officer" means a classification of School Administrative and Support Staff for whom the requirement of Aboriginality is a legitimate occupational qualification under section 14(d) of the *Anti-Discrimination Act 1977*.
- 2.2 "Act" means the *Education (School Administrative and Support Staff) Act 1987*.
- 2.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.4 "Centre" means a Departmental centre which provides instruction to students, such as a distance education centre, environmental education centre or intensive English centre.
- 2.5 "Continuous employment" means employment for a specific number of hours per week for each week of the school year, which may be broken by school vacations and any approved leave which counts as service.
- 2.6 "Department" means the New South Wales Department of Education and Training.
- 2.7 "Director-General" means the Director-General of Education and Training.
- 2.8 "Employee" means any person employed as a member of the School Administrative and Support Staff.
- 2.9 "Equivalent full-time" means the number of full-time and part-time employees allocated to a school converted to a full-time equivalent.
- 2.10 "Full-time employee" means any person employed as a member of the School Administrative and Support Staff who works 31.25 hours per week or, in the case of a former Library Clerical Assistant covered by the 1988 agreement, 36.25 hours per week.
- 2.11 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.12 "Long-term temporary employee" means a member of the School Administrative and Support Staff employed by the Director-General on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period in excess of one school term.
- 2.13 "Part-time employee" means any person employed as a member of the School Administrative and Support Staff who works less than 31.25 hours per week.
- 2.14 "Permanent employee" means a member of the School Administrative and Support Staff employed on a permanent basis by the Director-General in the service of the Crown under section 8 of the Act.
- 2.15 "Principal" means the principal of a Department school.
- 2.16 "School" means a Department school where instruction is provided by the Department and includes any place designated as part of, or as an annex to, such school.
- 2.17 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Officers, School Support Officers, School Administrative Officers, School Administrative Managers, School Learning Support Officers, School Learning Support Officers (Braille Transcriber), School Learning Support Officers (Sign Interpreter), School Learning Support Officers (Ethnic) and School Learning Support Officers (Pre-School).
- 2.18 "School day" means any weekday during school terms, as specified by the Director-General.
- 2.19 "School for specific purposes" means a school which is classified as such by the Director-General and is established under the *Education Act 1990* to provide education for students with disabilities.

- 2.20 "Service" means service as determined by the Director-General.
- 2.21 "Short-term temporary employee" means a member of the School Administrative and Support Staff employed by the Director-General on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period of one school term or less.
- 2.22 "Western, Central and Eastern Divisions" means those areas of New South Wales as described in Section 4 of the *Crown Lands Act* 1989.

### 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, age and responsibilities as a carer.
- 3.2 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.
- 3.3 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.

#### 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."

### 4. Classifications

- 4.1 The classifications of School Administrative and Support Staff are as follows:
- 4.1.1 School Administrative Manager (formerly senior school assistant)
- (i) The classification of School Administrative Manager is comprised of four levels;
- (ii) The level of a School Administrative Manager position is determined as follows:

Level	No. of equivalent full-time School Administrative Manager, School Administrative Officers and School Support Officers allocated to the school by staffing formula
Level 1	Less than 1.4
Level 2	1.4 - less than 1.8
Level 3	1.8 - less than 10
Level 4	10 or more

(iii) The level for a School Administrative Manager in a school for specific purposes is determined as follows:

- (a) A notional number of students is determined by multiplying the number of effective full-time teaching staff to which a school for specific purposes is entitled by 30.
- (b) The notional number of students is then applied to the primary school allocation formula to determine a notional number of School Administrative Managers, School Administrative Officers and School Support Officers and thus which level of School Administrative Manager is to apply.

4.1.2 School Administrative Officer (formerly school assistant)

4.1.3 School Support Officer

4.1.4 Aboriginal Education Officer (formerly Aboriginal education assistant)

4.1.5 School Learning Support Officer (formerly Teachers aide (special))

4.1.6 School Learning Support Officer (Braille Transcriber) (formerly Teachers aide (Braille Transcriber))

4.1.7 School Learning Support Officer (Sign Interpreter) (formerly Teachers aide (Sign Interpreter))

4.1.8 School Learning Support Officer (Ethnic) (formerly Teachers aide (Ethnic))

4.1.9 School Learning Support Officer (Pre-School) (formerly Teachers aide (pre-school))

## 5. Rates of Pay

5.1 The rates of pay that apply to classifications of School Administrative and Support Staff other than Aboriginal Education Officers are set out in Schedule 1 of Part B.

5.2 The rates of pay that apply to Aboriginal Education Officers are set out in Schedule 2 of Part B.

5.3 The rates of pay for School Administrative Managers, School Administrative Officers and School Support Officers are equivalent to administrative and clerical classifications on a pro rata basis as follows:

5.3.1 School Support Officer is equivalent to general scale clerk, year 5

5.3.2 School Administrative Officer is equivalent to general scale clerk, year 9

5.3.3 School Administrative Manager level 1 is equivalent to clerk grade 2, year 1

5.3.4 School Administrative Manager level 2 is equivalent to clerk grade 2, year 2

5.3.5 School Administrative Manager level 3 is equivalent to clerk grade 3, year 1

5.3.6 School Administrative Manager level 4 is equivalent to clerk grade 3, year 2.



- 5.4 During the term of this award, the rates of pay as set out in Schedules 1 and 2 will be adjusted to reflect increases in any equivalent classifications under the Crown Employees (Public Sector - Salaries 2007) Award and any successor instrument to that award.
- 5.5 The hourly rates of pay for permanent employees set out in Schedule 1 and Schedule 2 of Part B provide for 26 equal pays over the period of a year as follows:

$$\frac{\text{Hourly rate} \times \text{weekly hours of work} \times 52.17857}{26}$$

- 5.6 A permanent employee's extended leave will be paid at the hourly rate of pay specified in Schedule 1 and Schedule 2 of Part B, multiplied by 1.058.
- 5.7 A long-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.058.
- 5.8 A short-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.15. This loaded hourly rate of pay incorporates a payment in lieu of a recreation leave entitlement.
- 5.9 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

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 2007) Award or any variation or replacement award.

## 6. Increments

- 6.1 The payment of increments, where applicable, under the rates of pay prescribed in Schedule 1 and Schedule 2 of Part B shall be subject to approval by the Director-General's delegate.
- 6.2 Subject to satisfactory performance, permanent and temporary School Learning Support Officers and School Learning Support Officers (Braille Transcriber), (Ethnic), (Sign Interpreter) and (Pre-School) may progress along the relevant incremental rate of pay scale as follows:
- 6.2.1 Permanent adult employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 6.2.2 Temporary adult employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 6.2.3 Permanent and temporary junior employees commence on junior rates and progress to the next increment on completion of 12 months' service or at age 20.
- 6.3 Aboriginal Education Officers
- 6.3.1 An Aboriginal Education Officer who successfully completes:
- (i) the first stage of a relevant course of training approved by the Director-General shall be paid the third year rate of pay contained in Schedule 2 of Part B;
  - (ii) the second stage of a relevant course of training approved by the Director-General shall be paid the fifth year rate of pay contained in Schedule 2 of Part B.

6.3.2 An Aboriginal Education Officer shall not progress:

- (i) beyond the fourth year rate of pay contained in Schedule 2 of Part B unless he or she has successfully completed the second stage of a relevant course of training approved by the Director-General;
- (ii) to the sixth year rate of pay contained in Schedule 2 of Part B until completion of the third stage of a relevant course of training approved by the Director-General.

## **7. Hours**

7.1 The normal hours of work for full-time employees shall not exceed 31 hours 15 minutes per week between 8.00 am and 4.30 pm on school days, provided that:

7.1.1 full-time School Administrative Managers shall work 33 hours 20 minutes per week;

7.1.2 former Library Clerical Assistants covered by the 1988 agreement may continue to work 36.25 hours per week.

7.2 Starting and finishing times of employees shall be as determined by the principal in agreement with an employee or employees to suit the needs of the school.

7.3 Normal hours of work shall be structured to avoid broken periods of duty, i.e. there shall be no split shifts.

7.4 The actual hours worked by an employee in any week may, by agreement between the principal and the employee, be averaged over periods of up to 10 weeks between the hours of 7.30 am and 6.00 pm; provided that the total hours worked in a 10 week period are:

7.4.1 312 hours 30 minutes for full-time employees working 31 hours 15 minutes per week; or

7.4.2 333 hours 20 minutes for full-time employees working 33 hours 20 minutes per week; or

7.4.3 362 hours 30 minutes for full-time employees working 36 hours 15 minutes per week.

The pattern of hours worked by an employee under such an arrangement must be approved by the principal taking into account the needs of the school.

7.5 Aboriginal Education Officers receive a rate of pay which covers all incidents of employment.

## **8. Meal Breaks**

8.1 Employees who work not less than four hours per day shall be entitled to an unpaid lunch break of not less than 30 minutes each day.

8.2 Employees who work more than two hours from the commencement of the school day shall be entitled to a paid morning tea break of 10 minutes each day.

8.3 To meet the needs of the school, the principal may vary the time at which the lunch and morning tea breaks are taken and may stagger lunch breaks.

## **9. Allowances**

9.1 First-aid Allowance

9.1.1 A first-aid allowance as set out in Item 1 of Schedule 3 of Part B is payable to approved employees holding a current St John Ambulance First-aid Certificate or its equivalent for undertaking first-aid duties.

9.2 Administration of Prescribed Medications Allowance

9.2.1 An administration of prescribed medications allowance as set out in Item 2 of Schedule 3 of Part B is payable to approved employees who have agreed to administer prescribed medications and have completed appropriate training. The allowance is paid only on days worked.

9.3 Health Care Procedures Allowance

9.3.1 A health care procedures allowance as set out in Item 3 of Schedule 3 of Part B is payable to approved School Learning Support Officers who have agreed to perform health care procedures in accordance with agreed Department and Association guidelines and who have completed appropriate training. The allowance is paid only on days worked.

### 10. Appointments

10.1 Provisions relating to the appointment of employees shall be as set out below in subclauses 10.2 to 10.7 of this clause.

10.2 School Administrative Manager Positions

10.2.1 Where, in accordance with paragraph 4.1.1 of clause 4, Classifications, the level of a School Administrative Manager position is increased due to increased student enrolments, the incumbent, if permanent, may be directly appointed to the position on the recommendation of the principal and approval by the Director Staffing Services or a delegated officer.

10.2.2 Where, in accordance with the said paragraph 4.1.1, the level of a School Administrative Manager position is reduced due to decreased student enrolments in a school:

- (i) the level of the position shall be placed on review from the commencement of Term 2 to the completion of Term 1 the following school year;
- (ii) the current rate of pay and level of the incumbent of that position shall continue for the period of review. The incumbent may apply for appointment to another school during the review period;
- (iii) should student enrolments not increase in the school on the conclusion of the review period, the incumbent of the position may:
  - (a) be directly appointed to the nearest suitable vacancy of an equal level;
  - (b) request retention in the current position at the lower level; or
  - (c) apply for appointment to a School Administrative Officer position. Such applications will be given priority over School Administrative Officer transfer applications.

10.2.3 Where positions are not filled under the provisions of paragraphs 10.2.1 or 10.2.2 of this subclause, transfer applications on compassionate grounds from permanent School Administrative Managers shall be considered.

10.2.4 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following internal advertisement within the Department. All permanent employees, whether full-time or part-time, are eligible to apply.

10.2.5 Where the selection panel does not recommend an appointment following internal advertisement, the position may be advertised in the press.

### 10.3 School Administrative Officer Positions

10.3.1 Applications for transfer from permanent School Administrative Officers shall be considered in the first instance.

10.3.2 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following press advertisement.

### 10.4 School Support Officer Positions

10.4.1 Applications for transfer from permanent School Support Officers shall be considered in the first instance.

10.4.2 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following press advertisement.

### 10.5 School Learning Support Officer Positions

10.5.1 Applications for transfer from permanent School Learning Support Officers shall be considered in the first instance.

10.5.2 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following press advertisement.

### 10.6 Aboriginal Education Officer Positions

10.6.1 Applications for transfer from permanent Aboriginal Education Officers shall be considered in the first instance with preference given to a permanent Aboriginal Education Officer whose position has been abolished.

10.6.2 Following placement of permanent Aboriginal Education Officers under paragraph 10.6.1 of this subclause, remaining vacant positions shall be filled by merit selection following internal advertisement within the Department and the press.

## **11. Training and Development**

11.1 The Department and the Association confirm a commitment to training and development for all employees. Employees recognise their obligation to maintain and update their skills. The Department recognises its obligation to provide employees with opportunities to maintain and update their skills.

11.2 Employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.

11.3 Training and development will be based on:

11.3.1 identified competencies in accordance with the NSW Public Sector Capability Framework;

11.3.2 a focus on both current and future job needs and career path planning; and

11.3.3 recognition of each person's prior learning and building on this through the acquisition of new competencies.

11.4 Employees attending approved training and development activities during the hours of 7.30 am to 6.00 pm on a school day shall be regarded as being on duty.

11.5 Approved training and development activities shall be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees (other than Aboriginal Education Officers)

attend departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause 18, Overtime.

- 11.6 Employees shall be entitled to reimbursement of any actual necessary expenses regarding travel, meals and accommodation incurred in attending training and development activities.

### **12. Higher Duties Allowance**

- 12.1 A permanent or long-term temporary employee 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:
- 12.1.1 satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the employee appointed to that position; and
- 12.1.2 the allowance paid will be the difference between the present rate of pay of the employee and the rate of pay to which they would have been entitled if appointed to that position; or
- 12.1.3 where the employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the principal as a proportion of the duties and responsibilities which are satisfactorily undertaken.
- 12.2 Employees who have relieved continuously for 12 calendar months or more, inclusive of school vacation periods, in the same higher-graded position are eligible for the payment of higher duties allowance for any leave which is taken during the ongoing period of relief.

### **13. Performance Management**

- 13.1 The objective of performance management is to enhance the performance of the Department and to support the career development and aspirations of employees. All employees need to understand the role, accountabilities and performance standards that are expected of them. All employees are entitled to feedback and constructive support to improve performance.

### **14. Flexible Work Organisation**

- 14.1 The Department and the Association agree to facilitate flexible work organisation in schools as follows:
- 14.1.1 The principal or employees in a school or other workplace may seek to vary its organisation in order to improve service to students and/or to improve employees' working arrangements, provided that:
- (i) the proposal can be implemented within the school's current overall staffing entitlement;
  - (ii) the proposal has the concurrence of the principal (or other responsible officer) and the majority of the employees;
  - (iii) the majority of the employees directly affected by the proposal concur;
  - (iv) consultation with staff, parents, students and relevant community groups is undertaken where appropriate; and
  - (v) consideration is given to equity and gender and family issues involved in the proposal.

### **15. Dispute and Grievance Resolution Procedures**

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

- 15.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.
- 15.1.2 The principal/supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 15.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 15.1.4 Where the procedures in paragraph 15.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Director of Industrial Relations of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 15.1.5 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

## **16. Leave**

### **16.1 Adoption, Maternity and Parental Leave**

- 16.1.1 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
- (i) For a period up to 9 weeks prior to the expected date of birth; and
  - (ii) For a further period of up to 12 months after the actual date of birth.
  - (iii) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 16.1.2 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- (i) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (ii) For such period, not exceeding 12 months on a full-time basis, as the Director-General may determine, if the child has commenced school at the date of the taking of custody.
  - (iii) An employee 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 or family and community service leave, or organised through hours averaging provisions if applicable.
- 16.1.3 Parental leave shall apply to male and female staff to look after his/her child or children where maternity or adoption leave does not apply. Parental leave applies for a period not exceeding 12 months. Parental leave may commence 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 or at any time up to 2 years from that date.

16.1.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to parental leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:

- (i) Applied for maternity, adoption or parental leave within the time and in the manner determined set out in paragraph 16.1.9 of this clause; and
- (ii) Prior to the commencement of maternity, adoption or parental leave, completed not less than 40 weeks' continuous service.
- (iii) Payment for the maternity, adoption or parental 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.

16.1.5 Payment for maternity, adoption or parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start leave is paid:

- (i) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or parental leave;
- (ii) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or parental leave and have not changed their part time work arrangements for the 40 weeks;
- (iii) 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.

16.1.6 An employee who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity, adoption or parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.

16.1.7 Except as provided in paragraphs 16.1.4, 16.1.5 and 16.1.6 of this clause, maternity, adoption or parental leave shall be granted without pay.

16.1.8 Right to request

- (i) An employee who has been granted maternity, adoption or parental leave in accordance with paragraphs 16.1.1, 16.1.2 or 16.1.3 may make a request to the Director-General to:
  - (a) extend the period of simultaneous unpaid leave use up to a maximum of eight weeks in cases where partners wish to take maternity/adoption leave and parental leave;
  - (b) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
  - (c) return from a period of full time maternity, adoption or parental leave on a part time basis until the child reaches school age (Note: returning to work from

maternity, adoption or parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

- (ii) The Director-General 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 Director-General's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### 16.1.9 Notification Requirements

- (i) When the Director-General is made aware that an employee or their spouse is pregnant or adopting a child the Director-General must inform the employee of their entitlements and their obligations under the Award.
- (ii) An employee who wishes to take maternity, adoption or parental leave must notify the Director-General in writing at least 8 weeks (or as soon as practicable) before the expected commencement of maternity, adoption or parental leave:
  - (a) that she/he intends to take maternity, adoption or 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 paragraph 16.1.8.
- (iii) At least 4 weeks before an employee's expected date of commencing maternity, adoption or parental leave they must advise:
  - (a) the date on which the maternity, adoption or parental leave is intended to start, and
  - (b) the period of leave to be taken.
- (iv) Employee's request and the Director-General's decision to be in writing.

The employee's request and the Director-General's decision made under 16.1.9(i) and 16.1.9(ii) must be recorded in writing.
- (v) An employee intending to request to return from maternity, adoption or parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Director-General in writing as soon as practicable and preferably before beginning maternity, adoption or 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 Director-General agrees.
- (vi) An employee on maternity leave is to notify the Director-General of the date on which she gave birth as soon as she can conveniently do so.
- (vii) An employee must notify the Director-General as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (viii) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Director-General and any number of times with the consent of the Director-General. In each case she/he must give the Director-General at least 14 days notice of the change unless the Director-General decides otherwise.



- 16.1.10 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 16.1.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 16.1.11 If the position occupied by the employee immediately prior to the taking of maternity, adoption or parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 16.1.12 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or 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 Director-General) must be given.
- 16.1.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee 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.
- 16.1.14 An employee may elect to take available recreation leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.
- 16.1.15 An employee may elect to take available recreation leave at half pay in conjunction with maternity, adoption or parental leave subject to:
- (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or parental leave
  - (ii) the total period of maternity, adoption or parental leave, is not extended by the taking of recreation leave at half pay
  - (iii) 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.
- 16.1.16 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Director-General should, in consultation with the employee, 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.
- 16.1.17 If such adjustments cannot reasonably be made, the Director-General must grant the employee 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, whichever is the earlier.
- 16.1.18 Communication during maternity, adoption or parental leave
- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Director-General shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or 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 maternity, adoption or parental leave.
- (ii) The employee shall take reasonable steps to inform the Director-General about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
  - (iii) The employee shall also notify the Director-General of changes of address or other contact details which might affect the Director-General's capacity to comply with subparagraph 16.1.18(i).

## 16.2 Annual Leave Loading

16.2.1 A permanent or long-term temporary employee is entitled to payment of an annual leave loading of 17½ per cent on the monetary value of up to four weeks' recreation leave accrued in a leave year, subject to the provisions set out in paragraphs 16.2.2 to 16.2.4 of this subclause.

16.2.2 Where additional leave is accrued by a permanent or long-term temporary employee 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 four weeks' leave.

16.2.3 For the calculation of the annual leave loading, the leave year shall commence at the beginning of term one each year and shall end at the end of term four.

16.2.4 Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year. Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

## 16.3 Extended Leave

16.3.1 A permanent or long-term employee shall be entitled to extended leave of 44 working days on full pay after completing 10 years of service and a further 11 working days for each completed year of service after 10 years.

16.3.2 Payment for extended leave for permanent employees is calculated using the hourly rates designated in Schedule 1 multiplied by a factor of 1.058.

16.3.3 Part-time permanent and long-term temporary employees shall receive a pro rata proportion of the full-time entitlement.

16.3.4 Permanent and long term temporary employees with 7 years or more service are entitled to take (or be paid out on resignation) extended leave. The amount of leave available is that which would have applied if pro rata leave was granted.

16.3.5 Public holidays that fall whilst a permanent or long term temporary employee is on a period of extended leave are paid and not debited from an employee's leave entitlement.

16.3.6 Permanent and long term temporary employees with an entitlement to extended leave may elect to take leave at double pay.

#### 16.4 Family and Community Service Leave

16.4.1 The Director-General shall, in the case of emergencies or in personal or domestic circumstances, grant to a permanent or long-term temporary employee some or all of the available family and community service leave on full pay.

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

- (i) compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
- (ii) accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (iii) emergency or weather conditions - such as when flood, fire or snow, etc., threaten property and/or prevent an employee from reporting for duty;
- (iv) other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

16.4.3 Attendance at court by a permanent or long-term temporary employee to answer a charge for a criminal offence, if the Director-General considers the granting of family and community service leave to be appropriate in a particular case.

16.4.4 A permanent or long-term temporary employee who is selected to represent Australia or the State as a competitor in major amateur sport (other than Olympic or Commonwealth Games).

16.4.5 A permanent or long-term temporary employee who holds 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.

16.4.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a permanent or long-term temporary employee shall be the greater of the leave provided in subparagraphs (i) or (ii) of this paragraph.

- (i) 2½ days in the first year of service and, on completion of the first year's service, five days in any period of two years; or
- (ii) After the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the employee.

16.4.7 If available family and community service leave is exhausted as a result of natural disasters, the Director-General shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in paragraph 16.7.3 of this clause, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to a permanent or long-term temporary employee.

16.4.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 16.7 of this clause shall be granted when paid family and community service leave has been exhausted.

#### 16.5 Leave Without Pay

16.5.1 The Director-General may grant leave without pay to a permanent or long-term temporary employee if good and sufficient reason is shown.

- 16.5.2 Leave without pay may be granted on a full-time or a part-time basis.
- 16.5.3 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.
- 16.5.4 Leave without pay may be granted to long-term temporary employees, provided it does not extend beyond the end of the school year in which it is taken.
- 16.5.5 Where a permanent or long-term temporary employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 16.5.6 Where a permanent or long-term temporary employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 16.5.7 A permanent or long-term temporary employee 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 Director-General.
- 16.5.8 A permanent or long-term temporary employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

## 16.6 Military Leave

- 16.6.1 During the period of 12 months commencing on 1 July each year, the Director-General may grant to a permanent or long-term temporary employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the employee's unit.
- 16.6.2 Up to 24 working days' military leave per year may be granted by the Director-General to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in paragraph 16.7.1 of this subclause.
- 16.6.3 At the expiration of military leave, the employee shall furnish to the principal a certificate of attendance signed by the commanding officer or other responsible officer.

## 16.7 Personal Carers Leave

### Use of Sick Leave to Care for a Family Member

When family and community service leave provided for in subclause 16.4 of this clause is exhausted, a permanent or long-term temporary employee with responsibilities in relation to a category of person set out in paragraph 16.7.3 of this subclause who needs the employee'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.

- 16.7.1 The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Director-General may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 16.7.2 If required by the Director-General, the permanent or long-term temporary employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

16.7.3 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 spouse of the employee; or
  - (b) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; 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 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 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.

Use of recreation leave to care for a family member

16.7.4 A permanent or long term temporary employee may elect, with the consent of the Director-General, 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.

16.7.5 A permanent or long term temporary employee may elect, with the consent of the Director-General, to take recreation leave at any time within a period of 24 months from the date at which it falls due.

## 16.8 Recreation Leave

16.8.1 Full-time permanent and long-term temporary employees accrue 20 days' recreation leave per year. Full-time permanent and long-term temporary employees in the central and western divisions of New South Wales accrue 25 days' recreation leave per year.

16.8.2 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.

16.8.3 Recreation leave for permanent or long-term temporary employees is paid during the initial four weeks (five weeks central and western divisions) of the summer school holidays (excluding public holidays).

## 16.9 Sick Leave

16.9.1 If the Director-General is satisfied that a permanent or long-term temporary employee is unable to perform duty because of the employee's illness or the illness of a member of their family, the Director-General:

- (i) shall grant to the employee sick leave on full pay; and
- (ii) may grant to the employee sick leave without pay if the absence exceeds the entitlement of the employee under this award to sick leave on full pay.

#### 16.9.2 Entitlements

- (i) Sick leave on full pay accrues to a permanent or long-term temporary employee at the rate of 15 days each school year. Any leave which is not taken accumulates.
- (ii) Sick leave on full pay accrues at the beginning of the school year. If an employee is appointed after the beginning of the school year, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
- (iii) All continuous service as a permanent or long-term temporary employee shall be taken into account for the purpose of calculating sick leave due. Where the service is not continuous, previous periods of service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (iv) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave.
- (v) When determining the amount of sick leave accrued, sick leave granted on less than full pay shall be converted to its full pay equivalent.

16.9.3 Paid sick leave which may be granted to a permanent and long-term temporary employee in the first three months of service shall be limited to five days' paid sick leave, unless the Director-General approves otherwise. Paid sick leave in excess of five days granted in the first three months of service shall be supported by a satisfactory medical certificate.

16.9.4 No paid sick leave shall be granted to short-term temporary employees.

#### 16.10 Sick Leave - Requirements for Medical Certificate

- 16.10.1 A permanent or long-term temporary employee absent from duty for more than three consecutive working days because of illness must furnish a medical certificate to the Director-General in respect of the absence.
- 16.10.2 A permanent or long-term temporary employee shall be put on notice in advance if required by the Director-General to furnish a medical certificate in respect of an absence from duty for three consecutive working days or less because of illness.
- 16.10.3 If there is any concern about the reason shown on the medical certificate, the Director-General, after discussion with the employee, may refer the medical certificate and the employee's application for leave to HealthQuest for advice.
- 16.10.4 The nature of the leave to be granted to a permanent or long-term temporary employee shall be determined by the Director-General on the advice of HealthQuest.
- 16.10.5 If sick leave applied for is not granted, the Director-General must, as far as practicable, take into account the wishes of the employee when determining the nature of the leave to be granted.
- 16.10.6 A permanent or long-term temporary employee may elect to have an application for sick leave dealt with confidentially by HealthQuest in accordance with the general public service policy on confidentiality, as applies from time to time.
- 16.10.7 If a permanent or long-term temporary employee who is absent on recreation or extended leave furnishes to the Director-General a satisfactory medical certificate in respect of an

illness which occurred during the leave, the Director-General may grant sick leave to the employee if the period set out in the medical certificate is five working days or more.

16.10.8 Paragraph 16.10.7 of this subclause applies to all permanent or long-term temporary employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

16.10.9 The reference in this subclause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Director-General's discretion, another registered health services provider. Where the absence exceeds one week and, unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

#### 16.11 Sick Leave - Workers Compensation

16.11.1 Pending the determination of an employee's workers compensation claim and on production of an acceptable medical certificate, the Director-General shall grant sick leave on full pay for which the employee is eligible, followed, if necessary, by sick leave without pay or, at the employee's election, by accrued recreation leave or extended leave.

16.11.2 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.

16.11.3 A permanent or long-term temporary employee 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 employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.

16.11.4 If an employee notifies the Director-General that he or she does not intend to make a claim for any such compensation, the Director-General shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

16.11.5 A permanent or long-term temporary employee 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 an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.

16.11.6 If the Director-General provides the permanent or long-term temporary employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

16.11.7 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.

#### 16.12 Sick Leave - other than Workers Compensation

16.12.1 If the circumstances of any injury to or illness of a permanent or long-term temporary employee 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 employee on completion of an acceptable undertaking that:

- (i) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and
  - (ii) in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Department the monetary value of any such period of sick leave.
- 16.12.2 Sick leave on full pay shall not be granted to a permanent or long-term temporary employee who refuses or fails to complete an undertaking, except in cases where the Director-General is satisfied that the refusal or failure is unavoidable.
- 16.12.3 On repayment to the Department of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay shall be restored to the credit of the employee.

### 16.13 Study Assistance

- 16.13.1 Study assistance of up to three hours per week may be granted on full pay to permanent or long-term temporary employees who are studying on a part-time basis.
- 16.13.2 Approval of study assistance will be at Departmental convenience. Study assistance may be used for:
- (i) attending compulsory lectures or tutorials, where these are held during working hours; and/or
  - (ii) necessary travel outside working hours to attend lectures, tutorials, etc., held during or outside working hours; and/or
  - (iii) private study for an approved course.
- 16.13.3 Subject to the convenience of the school or centre, permanent or long-term temporary employees may choose to accumulate part or all of their hours of study assistance to attend compulsory field days or residential schools.

### 16.14 Special Leave

#### 16.14.1 Jury Service

- (i) A permanent or long-term temporary employee shall, as soon as possible, notify the Director-General of the details of any jury summons served on the employee.
- (ii) A permanent or long-term temporary employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Director-General a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the Jury Act 1977 in respect of any such period.
- (iii) When a certificate of attendance on jury service is received in respect of any period during which a permanent or long-term temporary employee was required to be on duty, the Director-General shall grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Director-General shall grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.



## 16.14.2 Witness at Court - Official Capacity

When a permanent or long-term temporary employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty.

Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at Court as a witness in an official capacity shall be paid by the Department.

## 16.14.3 Witness at Court - Other than in Official Capacity - Crown Witness

A permanent or long-term temporary employee 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:

- (i) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (ii) pay into the Treasury of the State of New South Wales all money paid to the employee 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.

## 16.14.4 Called as a Witness in a Private Capacity

A permanent or long-term temporary employee 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 employee's election, leave without pay.

## 16.14.5 Examinations

Special leave on full pay up to a maximum of five days in any one year shall be granted to permanent or long-term temporary employees for the purpose of attending at any examination approved by the Director-General.

Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

## 16.14.6 Association Activities

Special leave on full pay may be granted to permanent or long-term temporary employees who are accredited trade union delegates to undertake approved trade union activities as specified below:

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, Committee of Management or Council;
- (iii) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving a public sector trade union which requires attendance of a delegate;
- (v) attendance at meetings called by the Department as and when required;
- (vi) giving evidence before an industrial tribunal as a witness for the Association;

- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of this subclause apply.

#### 16.14.7 Training Courses

The following training courses will attract the grant of special leave as specified below:

- (i) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members.
- (ii) 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:
  - (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 employee or the association;
  - (d) attendance being confirmed in writing by the Association or a nominated training provider.

#### 16.14.8 Return Home when Temporarily Living Away from Home

Sufficient special leave shall be granted to a permanent or long-term temporary employee who is temporarily living away from home as a result of work requirements to return home once each month to enable such employees to spend two days and two nights with their family. If the employee wishes to return home more often, they may be granted extended leave or leave without pay, if the operational requirements allow.

#### 16.14.9 Return Home when Transferred to New Location

Special leave shall be granted to a permanent or long-term temporary employee 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 or successor instrument.

- 16.14.10 A permanent or long-term temporary employee who identifies as an Aboriginal person or a Torres Strait Islander may be granted up to one day's special leave per year to enable the employee to participate in the National Day celebrations.

### **17. Travelling Compensation**

#### 17.1 Excess Travelling Time

A permanent or long-term temporary employee, other than an Aboriginal Education Officer, directed by the Director-General to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

17.1.1 payment calculated in accordance with the provisions contained in this subclause; or

17.1.2 if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.

17.2 Compensation under paragraphs 17.1.1 or 17.1.2 of this clause shall be subject to the following conditions:

17.2.1 on a non-working day - all time spent travelling on official business;

17.2.2 on a working day - subject to the provisions of subclause 17.5 of this clause, all additional time spent travelling before or after the employee's normal hours of duty;

17.2.3 period for which compensation is being sought is more than a quarter of an hour on any one day.

17.3 No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.

17.4 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.

17.5 Compensation for excess travelling time shall exclude the following:

17.5.1 time normally taken for the periodic journey from home to headquarters and return;

17.5.2 any periods of excess travel of less than 30 minutes on any one day;

17.5.3 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;

17.5.4 time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided;

17.5.5 travel not undertaken by the most practical available route;

17.5.6 working on board ship where meals and accommodation are provided;

17.5.7 any travel undertaken by an Aboriginal Education Officer whose salary includes an "all incidents of employment" component;

17.5.8 travel overseas.

17.6 Waiting Time

When a permanent or long-term temporary employee, other than an Aboriginal Education Officer, is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.

17.7 Payment

Payment for travelling time calculated according to subclauses 17.1 and 17.3 of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\text{Annual salary} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Normal hours of work}}$$

17.8 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.

17.9 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.

### 17.10 Meal Allowances

A permanent or long-term temporary employee who is authorised by the Director-General to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation shall be paid the following allowances as described at Item 4 of Schedule 3 of Part B:

- 17.10.1 breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;
- 17.10.2 an evening meal when required to travel until or beyond 6.30 pm; and
- 17.10.3 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 employee's normal headquarters at the time of taking the normal lunch break.

## 18. Overtime

- 18.1 The provisions of this clause shall not apply to Aboriginal Education Officers who receive a rate of pay which covers all incidents of employment.

### 18.2 Rates

Overtime shall be paid at the following rates:

#### 18.2.1 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:

- (i) For employees, other than Aboriginal Education Officers, working under the hours averaging provisions of subclause 7.4 of clause 7, Hours, who are directed to work overtime after 6.00 pm on a weekday following seven hours of normal work.
- (ii) For employees, other than Aboriginal Education Officers, not working under the hours averaging provisions of the said subclause 7.4, who are directed to work overtime on a weekday following seven hours of normal work.

#### 18.2.2 Saturday

All overtime directed to be 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.

#### 18.2.3 Sundays

All overtime directed to be worked on a Sunday at the rate of double time.

#### 18.2.4 Public Holidays

All overtime directed to be worked on a public holiday at the rate of double time and one half.

- 18.3 If an employee is absent from duty on any working day during any week in which directed overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 18.4 An employee who works directed overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three hours' work at the appropriate rate.

## 18.5 Meal Breaks and Allowances

18.5.1 An employee who works directed overtime is entitled to a meal break as follows:

- (i) an employee not working under the averaging of hours scheme as provided at subclause 7.4 of clause 7, Hours, who is required to work overtime on weekdays for 1½ hours or more after the employee's ordinary hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;
- (ii) an employee working under the averaging of hours scheme as provided at the said subclause 7.4, who is required to work overtime on weekdays beyond 6.00 pm and until or beyond 8½ 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;
- (iii) an employee 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.

18.5.2 Meal allowances are set out in Item 5 of Schedule 3 of Part B and are payable for meal breaks taken as above, if an adequate meal has not been provided by the Department and:

- (i) the time worked is directed overtime;
- (ii) the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- (iii) where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so;
- (iv) overtime is not being paid in respect of the time taken for the meal break.

## 18.6 Rest Periods

18.6.1 An employee who works overtime shall be entitled to be absent until eight consecutive hours have elapsed.

18.6.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight consecutive hours off duty, then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

## 18.7 Recall to Duty

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

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

18.7.3 A recall to duty commences when the employee 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.

18.7.4 An employee recalled to duty within three 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.

18.7.5 This subclause shall not apply in cases where it is customary for an employee to return to the Department's premises to perform a specific job outside the employee'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 hours unless the actual time worked is three or more hours.

### **19. Transferred Employees' Compensation**

- 19.1 The provisions of the Crown Employees (Transferred Employees Compensation) Award, or successor instruments, will apply to permanent and long-term temporary employees.

### **20. Deduction of Association Membership Fees**

- 20.1 The Association shall provide the Department with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 20.2 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 union fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 20.3 Subject to subclauses 20.1 and 20.2 of this clause, the Department shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.
- 20.4 Monies so deducted from employees' pay will 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.
- 20.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 20.6 Where an employee 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 employee to make a fresh authorisation in order for such deductions to continue.

### **21. No Further Claims and No Industrial Action**

- 21.1 Except as provided under the *Industrial Relations Act* 1996, prior to 30 June 2007 there shall be no further claims and no industrial action by the parties to this award in relation to matters contained in paragraphs 4.1.1, 4.1.2 and 4.1.3 of clause 4, Classifications, and subclause 5.3 of clause 5, Rates of Pay.
- 21.2 The parties acknowledge that the Memorandum of Understanding between the Association and the NSW Government in full and final settlement of IRC Matter No. 3817 of 2004 includes a no extra claims commitment that is applicable to classifications covered by this award.

### **22. Secure Employment**

- 22.1 Occupational Health and Safety

22.1.1 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.

22.1.2 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):

- (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.

22.1.3 Nothing in this subclause 22.1 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*.

## 22.2 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.

22.3 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.

## 23. Short Term Temporary Employee Entitlements

23.1 Other than as described under subclauses 23.3, 23.4, 23.5 and 23.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.

23.2 As set out in subclause 5.8, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.

23.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

23.4 Short term temporary employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

23.4.1 The Director-General must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee because:

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

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

### 23.5 Personal Carers Entitlement for short term temporary employees

23.5.1 Short term temporary 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 16.7.3 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 23.5.4, and the notice requirements set out in 23.5.5.

23.5.2 The Director-General and the short term temporary 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

23.5.3 The Director-General must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a short term temporary employee are otherwise not affected.

23.5.4 The short term temporary 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 Director-General 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 short term temporary employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

23.5.5 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day or shift of such absence, the employee will inform the Director-General within 24 hours of the absence.

### 23.6 Bereavement entitlements for short term temporary employees

23.6.1 Short term temporary 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 Director-General).

23.6.2 The Director-General and the short term temporary 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

23.6.3 The Director-General must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not engage a short term temporary employee are otherwise not affected.

23.6.4 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General



during the ordinary hours of the first day or shift of such absence, the employee will inform the Director-General within 24 hours of the absence.

#### 24. Area, Incidence and Duration

- 24.1 This award shall apply to all employees as defined in clause 2, Definitions.
- 24.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (School Administrative and Support Officers) Award published 27 May 2005 (351 I.G. 374) and all variations thereof.
- 24.3 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 14 August 2008.
- 24.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

### PART B

#### Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Officers) - Rates of Pay

##### 1.1 Permanent School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
School Support Officer	19.53
School Administrative Officer	21.91
School Administrative Manager - Level 1	25.36
Level 2	26.05
Level 3	26.79
Level 4	27.59

	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	13.96
Following 12 months of service or at age 20	16.48
1st year	20.07
2nd year	20.43
3rd year	21.86
4th year	23.30
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	13.96
Following 12 months of service or at age 20	16.48
1st year	19.35
2nd year	19.70
3rd year	20.07
4th year	20.43

## 1.2 Long-term Temporary School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
School Support Officer	20.68
School Administrative Officer	23.18
School Administrative Manager -	
Level 1	26.82
Level 2	27.56
Level 3	28.35
Level 4	29.20
	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	14.73
Following 12 months of service or at age 20	17.43
1st year	21.27
2nd year	21.61
3rd year	23.11
4th year	24.64
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	14.73
Following 12 months of service or at age 20	17.43
1st year	20.49
2nd year	20.84
3rd year	21.27
4th year	21.61

## 1.3 Short-term Temporary School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
School Support Officer	22.47
School Administrative Officer	25.20
School Administrative Manager	
Level 1	29.16
Level 2	29.96
Level 3	30.82
Level 4	31.74
	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	16.04
Following 12 months of service or at age 20	18.93
1st year	23.09
2nd year	23.49
3rd year	25.14
4th year	26.79

School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	16.04
Following 12 months of service or at age 20	18.93
1st year	22.27
2nd year	22.68
3rd year	23.09
4th year	23.49

**Schedule 2 - Aboriginal Education Officers - Rates of Pay**

**(For progression on these rates see subclause 6.3)**

2.1 Permanent Aboriginal Education Officer

	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
Junior	14.19
Following 12 months of service or at age 20	17.65
1st year	21.74
2nd year	22.35
3rd year	23.16
4th year	23.78
5th year	24.44
6th year	25.06

2.2 Long-term Temporary Aboriginal Education Officer

	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
Junior	15.00
Following 12 months of service or at age 20	18.67
1st year	23.02
2nd year	23.64
3rd year	24.52
4th year	25.18
5th year	25.85
6th year	26.55

2.3 Short-term Temporary Aboriginal Education Officer

	Rate of pay from the first pay period to commence on or after 1.7.2007 (\$ p/h)
Junior	16.32
Following 12 months of service or at age 20	20.30
1st year	25.02
2nd year	25.70
3rd year	26.62
4th year	27.36
5th year	28.10
6th year	28.85

**Schedule 3 - School Administrative and Support Staff - Allowances**

Item No.	Clause No.	Brief Description	Amount Item Nos. 1, 4 and 5 effective from 1 July 2007 \$
1	9.1.1	First-aid allowance - Permanent staff Temporary staff	35.78 cents per hour 37.86 cents per hour
2	9.2.1	Administration of prescribed medications allowance - Permanent and temporary staff	18.50 cents per hour
3	9.3.1	Health care procedures allowance - Permanent and temporary staff	40 cents per hour
4		Meal allowances on one-day journeys - Capital Cities and High-cost Country Centres: (see the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 for list of capital cities and high cost country centres)	
	17.10.1	Breakfast allowance	20.20
	17.10.2	Evening meal allowance	38.95
	17.10.3	Lunch allowance	22.65
		Other Centres:	
	17.10.1	Breakfast allowance	18.05
	17.10.2	Evening meal allowance	35.60
	17.10.3	Lunch allowance	20.65
5	18.5.2	Overtime meal allowances - Breakfast Lunch Dinner Supper	22.60 22.60 22.60 8.70

The allowances listed at Item 4 and 5 and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or successor award, or as approved from time to time by the Director-General of the Department of Premier and Cabinet.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

(301)

**SERIAL C6735****ENGINE DRIVERS, &c., GENERAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

**VARIATION**

1. Delete subclause 5.4 of clause 5, Rates of Pay, of the award published 2 November 2001 (329 I.G 164), and insert in lieu thereof the following:
  - 5.4 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.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Wage Group	Total Award Wage Per Week 25/02/08 \$`	SWC 2008 %	Total Award Wage Per Week 25/02/09 \$
*Level 13 -			
A	531.40	4%	552.70
B	531.40	4%	552.70
Level 12 -			
D	532.10	4%	553.40
C	539.00	4%	560.60
B	542.20	4%	563.90
A	545.20	4%	567.00
Level 11 -			
C	550.00	4%	572.00
B	556.60	4%	578.90
A	560.00	4%	582.40
A(ii)	568.70	4%	591.40
Level 10 -			
C	575.60	4%	598.60
B	578.90	4%	602.10
A	590.00	4%	613.60

Level 9 - C	595.60	4%	619.40
B	603.80	4%	628.00
A	607.90	4%	632.20
Level 8	620.40	4%	645.20
Level 7	629.20	4%	654.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2007 eff. 25/02/08 \$	SWC 2008 eff. 25/02/09 \$
1	5.1(d)	Mobile cranes - 2 or more forklifts/cranes engaged on any lift	2.35 p/d	2.44 p/d
2	6.1	Boiler cleaner allowance	1.28 p/d	1.33 p/d
3	5.2	Special work	0.12 p/h	0.12 p/h
4	5.3(a)	Attending to refrigerator compressors Attending to electric generator or dynamo exceeding 10 kW capacity In charge of plant	25.72 p/w 25.72 p/w 25.72 p/w	26.75 p/w 26.75 p/w 26.75 p/w
5	5.3(b)	Attending switchboard (350 kW or over)	7.96 p/w	8.28 p/w
6	5.3(c)	Ship repairing	9.74 p/w	10.13 p/w
7.	6.2	Cold Places	0.53 p/h	0.55 p/h
8.	6.3	Wet Places Allowance	0.53 p/h	0.55 p/h
9.	6.5	Construction Allowance	30.05 p/w	31.25 p/w
10.	6.6	Quarries Pty Ltd Allowance	0.53 p/h	0.55 p/h
11.	6.4	Dirty Work Allowance	0.53 p/h	0.55 p/h
12.	15.2	Stop-Start Engine Allowance	30.75 p/w	31.98 p/w
13.	23.3(a)	Overtime Meal Allowance		Eff. 11/09/07 11.30 per occasion

3. This variation shall take effect from the beginning of the first pay period to commence on or after 25 February 2009.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

**GLASS WORKERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

**VARIATION**

1. Delete subclauses (3), (9), (11) and (12) of clause 51, Wages, of the award published 20 April 2001 (324 I.G. 84) and insert in lieu thereof the following:
  - (3) The rates of pay in this award include the adjustment 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.

## Junior Employees -

- (9) The minimum rate of pay for a junior employee shall be the percentage indicated below of the minimum rate of pay for the Level 3 (which includes the award rate of pay for that classification plus the special loading):

	Percentage	From the first full pay period commencing on or after 5 August 2008 \$
At 16 years and under 17 years of age	50	342.60
At 17 years and under 18 years of age	60	411.10
At 18 years and under 19 years of age	75	513.90
At 19 years and under 20 years of age	90	616.70

Provided that all employees other than apprentices shall be paid the full adult rates of pay for the classification appropriate to their level of competency plus the special loading upon attaining the age of twenty years.

An Automotive Glass Fitter (as defined) shall, upon reaching the age of 20 years, have deducted from the employee's two year probationary period the time spent engaged as a Junior Automotive Glass Fitter.

## Minor Apprentices -

- (11) The rate for minor apprentices is calculated by adding together the award rate for an adult employee classified at Level 5 and the special loading, and then applying the appropriate percentage shown below:

	Percentage	From the first full pay period commencing on or after 5 August 2008 \$
1st year	50	372.00
2nd year	65	483.60
3rd year	80	595.20
4th year	90	669.60

## Adult Apprentices -

- (12) The rate for adult apprentices is calculated by adding together the award rate for an adult employee classified at Level 5 and the special loading, and then applying the appropriate percentage shown below:

	Percentage	From the first full pay period commencing on or after 5 August 2008 \$
1st year	85	632.40
2nd year	90	669.60
3rd year	95	706.80

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Competency Level	SWC 2008 4% Increase \$
One	558.30
Two	582.90
Three	593.80
Four	629.50
Five	652.70
Six	678.20
Seven	701.70

Note: The award rates of pay do not include the special loading set out in clause 51(2).

**Table 2 - Other Rates and Allowances of Part B Monetary Rates**

## Work Related Allowances

1. Call Out and Availability Allowance (Clause 10)

(i)	\$22.80
(ii)	\$77.30
(iii)	\$86.70
(iv)	\$96.40

2. Leading Hand (Clause 51)

(i)	2 and up to 5 employees	\$5.74
(ii)	5 and up to 10 employees	\$7.23



- |  |                        |         |
|--|------------------------|---------|
| (iii)                                  | more than 10 employees | \$9.67  |
| 3. Construction Work (clause 15)       |                        |         |
| (i)                                    | per day                | \$4.90  |
| (ii)                                   | per week               | \$24.30 |
| 4. Special Loading \$91.30 (clause 51) |                        |         |

## Expense Related Allowances

- |   |                 |                |
|---|-----------------|----------------|
| 5. Meal Allowance (Clause 29)                   |                 |                |
| (i)   | \$11.90         |                |
| (ii)  | \$11.90         |                |
| 6. Country Work (Clause 17)                     |                 |                |
| (i)   | \$15.40         |                |
| (ii)  | \$68.60         |                |
| (iii)   | \$19.10         |                |
| 7. Compensation for Clothes & Tools (Clause 14) |                 |                |
|   |                 | \$1431.00      |
| 8. Tool Allowance (Clause 49)                   |                 |                |
| (i)   | \$5.90 per week |                |
| (ii)  | \$5.90 per week |                |
| 9. Car Allowance per km (Clause 11)             |                 |                |
|   |                 | \$0.83         |
| 10. First Aid Allowance (Clause 20)             |                 |                |
|   |                 | \$2.52 per day |

## General Conditions (clause 21)

- |   |         |  |
|---|---------|--|
| 11. Work at Height (clause 21(1))         |         |  |
| (i)                                       | \$3.21  |  |
| (ii)                                      | \$3.21  |  |
| (iii)                                     | \$5.75  |  |
| (iv)                                      | \$10.86 |  |
| (v)                                       | \$3.69  |  |
| (vi)                                      | \$3.21  |  |
| (vii)                                     | \$2.81  |  |
| (viii)                                    | \$5.75  |  |
| (ix)                                      | \$10.86 |  |
| 12. Multi-Storey Allowance (Clause 21(2)) |         |  |
| (i)                                       | \$0.42  |  |
| (ii)                                      | \$0.50  |  |
| (iii)                                     | \$0.78  |  |

- (iv) \$1.02
  - (v) \$1.25
13. General (clause 21(3))
- (i) \$0.52
  - (ii) \$0.63
  - (iii) \$0.52 between 46°c & 54°c/\$0.61 exceeding 54°c
  - (iv) \$0.52
  - (v) \$0.63
  - (vi) \$0.52
14. Collecting Monies (clause 21(3))
- (i) \$8.40
3. This variation shall take effect from the beginning of the first pay period to commence on or after 5 August 2008.

I. W. CAMBRIDGE, Commissioner

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(357)

SERIAL C6732

## GOVERNMENT RAILWAYS (BUILDING TRADES CONSTRUCTION STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

### VARIATION

1. Delete subclause (i) of clause 5, Rates of Wages, Tool and Special Allowances, of the award published 2 May 2008 (365 I.G.868) and insert in lieu thereof the following:

#### 6. Rates of Wages, Tool and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of Wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Fixed Special Allowance per wk \$	Fixed Additional loading per wk \$	Tradespersons' Allowance per wk \$	SWC 2000- 2008 \$	Total per wk \$
Bricklayer	366.00	17.50	12.88	59.87	16.25	163.44	635.94
Bridge Carpenter	366.00	24.70	12.88	59.87	16.25	163.72	642.92
Carpenter and joiner	366.00	24.70	12.88	59.87	16.25	163.72	623.70
Painter	366.00	5.90	12.88	59.87	16.25	162.99	623.79
Signwriter	375.80	5.90	12.88	59.87	16.25	162.98	623.58
Plaster and Fibrous Plaster Fixer	366.00	20.70	12.88	59.87	16.25	163.56	638.56
Plumber and Gasfitter	369.10	24.70	12.88	59.87	16.25	171.85	674.15

\* Please note the base rate includes the now deleted basic wage component of \$121.40.

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeyperson plumbers an amount of 60 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyperson plumbers in this clause and subclause (vi) of this clause, the following rates:
- (a) When required to act on a plumbers licence 79 cents

- (b) When required to act on a gasfitters licence 79 cents
- (c) When required to act on a drainers licence 66 cents
- (d) When required to act on a plumbers and gasfitters licence \$1.06 cents
- (e) When required to act on a plumbers and drainers licence \$1.06 cents
- (f) When required to act on a gasfitters and drainers licence \$1.06 cents
- (g) When required to act on a plumbers gasfitter and drainers licence \$1.45
- (h) When required to act on a Pressure Welding Certificate 45 cents

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) Tradespeople covered by this award when employed on large construction projects being constructed by the Public Transport Commission of NSW shall be paid not less than the amount paid to tradespersons of the same class under the Building and Construction Industry (State) Award in respect of wage rate, tool allowance, industry allowance and special allowance. Any disputes between the parties concerning construction work being defined as a large construction project shall be referred to the Industrial Relations Commission of New South Wales for determination.
- (vi) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid 61 cents per hour in addition to his ordinary rate of pay.  
  
This allowance shall be paid for all purposes of the Award with the exception of Clause 5 Overtime, in which case it shall be paid at the flat rate and not subject to penalty provisions.
- (vii) The allowances contained in subclause (iv) and (vi) of this Clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle, the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain the appropriate hourly rate.

2. Delete clause 7, Charge Hands and insert in lieu thereof the following:

#### **7. Charge Hands**

Leading hand tradespeople shall be paid at the rate of the following amounts whilst so employed, in addition to the rates of wages prescribed by clause 6, Rates of Wages, Tool and Special Allowances of this award, for employees of the same classification except in respect of the large construction project allowance.

	Per week \$
When in charge of not less than one and not more than nine employees	79.97
When in charge of ten and not more than fifteen employees	93.18
When in charge of sixteen or more employees	107.00

3. Delete clause 9, Special Rates, and insert in lieu thereof the following:

#### **9. Special Rates**

In addition to the ordinary rates of wages.

- (i) High places: A bridge carpenter when required to work at a height of 7.62 metres from the ground, deck floor or water level shall be paid at the rate of 55 cents per hour extra, and 9 cents per hour extra for every additional 3.048 metres. Height shall be calculated from where it is necessary for the employee to place his hands or tools in order to carry out the work to the ground deck, floor or water level.

For the purpose of this paragraph deck or floor shall mean a substantial structure which, even though temporary is sufficient to protect an employee from falling any further distance and "water level" shall mean in tidal waters the mean water level.

This paragraph shall not apply to workers working on suitable scaffolding erected in accordance with the regulations under the *Occupational Health and Safety Act 2000* and certified by an inspector as conforming to that Act.

- (ii) An employee required to work on the construction of chimneys and air shafts where the construction exceeds 15.24 metres in height, shall be paid for all work above 15.24 metres 55 cents per hour with 11 cents per hour additional for work above each further 15.24 metres.
- (iii) Tunnels and sewers: In the case of all employees whose craft award contains a similar provision an employee when engaged in tunnel and sewer work in an underground shaft exceeding 3.048 metres in depth shall be paid such additional minimum rate as is provided for in such craft award.
- (iv) Second hand timber: A bridge carpenter or a carpenter and joiner who, whilst working on secondhand timber has their tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$2.15 for each day upon which his tools are so damaged: Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the Commission's representative on the job in order that he may have an opportunity to properly investigate the matter.
- (v) Wet places: An employee when working in any place where his clothing or boots become saturated, whether by water, oil or otherwise shall be paid at the rate of 55 cents per hour extra: provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (vi) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain conveying offensive material, or scupper containing sewage shall be paid an additional \$5.78 per day or part of a day thereof.
- (vii) Swing scaffold: A payment of \$4.13 for the first four hours or any portion thereof and 81 cents for each hour thereafter on any day shall be made to any person employed:
  - (a) On any type of swing scaffold or any scaffold suspended by rope or cable, bosuns chair etc.,
  - (b) On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

- (viii) Insulation: An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 61 cents per hour or part thereof.
- (ix) Hotwork: An employee who works in a place where the temperature has been raised by artificially means to between 46 degrees and 54 degrees Celsius shall be paid 47 cents per hour or part thereof exceeding 56 degrees Celsius- 69 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

- (x) An employee who works in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid 69 cents per hour extra.
- (xi) Roof Repairs: Employees engaged on repairs to roofs shall be paid 67 cents per hour.

- (xii) An employee who is an authorised operator of explosive power tools shall be paid \$1.30 for each day on which he uses such a tool.
- (xiii) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 55 cents per hour in addition to ordinary rates. This subclause shall not apply to an employee working on a bosun's chair or swinging stage.
- (xiv) A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Commerce shall be paid 55 cents per hour extra.
- (xv) Computing quantities- Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.98 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in clause 7, Leading Hands, of this award.
- (xvi) Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person the employee shall be paid an allowance rate of \$2.38 per day.
- (xvii) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 69 cents per hour extra.
  - (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 43 cents per hour extra for any time worked when the air-conditioning plant is not operated.
  - (c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the WorkCover Authority of New South Wales.
  - (d) Employees working in close proximity to employees so engaged shall be paid 55 cents per hour extra.
  - (e) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xviii) Marking setting out: A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$20.93 per week
- (xix) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 48 cents per hour extra. While so employed employees will be supplied with gloves.
- (xx) Bricklayers laying other than standard bricks - bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the following additional rates:
- Where the blocks weigh over 5.5 kg and under 9 kg: 55 cents per hour
- Where the blocks weigh 9 kg or over up to 18 kg: 99 cents per hour
- Where the blocks weigh over 18 kg: \$1.39 per hour
- An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee

shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

- (xxi) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (ie combination overalls and breathing equipment or similar apparatus) such employees shall be paid 69 cents per hour whilst so engaged.
  - (xxii) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 48 cents per hour.
  - (xxiii) Rates not cumulative: Where more than one of the above special rates provide payments for disabilities of substantially the same nature then only the highest of such rates shall be payable. The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.
4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2008.

I. W. CAMBRIDGE, Commissioner

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(358)

SERIAL C6731

## GOVERNMENT RAILWAYS (BUILDING TRADES MAINTENANCE STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

### VARIATION

1. Delete clause 5, Rates of Wages, Tool and Special Allowances, of the award published 2 May 2008 (365 I.G.890) and insert in lieu thereof the following:

#### 5. Rates of Wages, Tool and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of Wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Fixed Special Allowance per wk \$	Fixed Additional loading per wk \$	Tradespersons' Allowance per wk \$	SWC 2000- 2008 \$	Total per wk \$
Bricklayer	366.00	17.50	12.88	59.87	16.25	163.44	635.94
Bridge Carpenter	366.00	24.70	12.88	59.87	16.25	163.72	642.92
Carpenter and joiner	366.00	24.70	12.88	59.87	16.25	163.72	623.70
Painter	366.00	5.90	12.88	59.87	16.25	162.99	623.79
Signwriter	375.80	5.90	12.88	59.87	16.25	162.98	623.58
Plaster and Fibrous Plaster Fixer	366.00	20.40	12.88	59.87	16.25	163.56	638.56
Plumber and Gasfitter	369.10	24.70	12.88	59.87	16.25	171.85	674.15

\* Please note the base rate includes the now deleted basic wage component of \$121.40.

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeyperson plumbers an amount of 62 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyman plumbers in this clause and subclause (vi) of this clause, the following rates:



## Cents per hour

- (a) When required to act on a plumbers licence - 81 cents
- (b) When required to act on a gasfitters licence - 81 cents
- (c) When required to act on a drainers licence - 69 cents
- (d) When required to act on a plumbers and gasfitters licence - \$1.08
- (e) When required to act on a plumbers and drainers licence - \$1.08
- (f) When required to act on a gasfitters and drainers licence - \$1.08
- (g) When required to act on a plumbers gasfitter and drainers licence - \$1.43
- (h) When required to act on Pressure Welding Certificate - 46 cents

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid 60 cents per hour in addition to his ordinary rate of pay.

This allowance shall be paid for all purposes of the award with the exception of Clause 4 OVERTIME and clause 12, Night and/or Shift Work in which case it shall be paid at the flat rate and not subject to penalty provisions.

- (vi) The allowances contained in subclause (iv) and (v) of this clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain the appropriate hourly rate.
- (vii) 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.

- 2. Delete clause 7, Leading Hands and insert in lieu thereof the following:

### 7. Leading Hands

Leading hand tradespeople shall be paid at the rate of the following amounts whilst so employed, in addition to the rates of wages prescribed by clause 5, Rates of Wages, Tool and Special Allowances of this award, for employees of the same classification except in respect of the large construction project allowance.

	Per week \$
When in charge of not less than three and not more than ten employees	27.24
When in charge of more than ten and not more than twenty employees	41.28
When in charge of more than twenty employees	52.45

3. Delete clause 8, Special Rates, and insert in lieu thereof the following:

### 8. Special Rates

In addition to the ordinary rates of wages.

- (i) Tunnels: An employee when working in a tunnel 402.34 metres or over in length or in the Eveleigh Engine dive shall be paid at the rate of 44 cents per hour extra.
- (ii) Wet places: An employee when working in any place where his clothing or boots become saturated whether by water, oil or otherwise shall be paid at the rate of 56 cents per hour extra; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (iii) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material or scupper containing sewage shall be paid an additional \$5.92 per day or part of a day thereof.
- (iv) Boilers, flues, etc: An employee when engaged in alteration of repairs to boilers, flues, furnaces, retorts and kilns shall be paid at the rate of \$1.66 per hour extra.
- (v) Swinging scaffold - a payment of \$4.09 for the first four hours or any portion thereof and 83 cents for each hour thereafter on any day shall be made to any person employed -
  - (a) On any type of swing scaffold or any scaffold suspended by rope of cable, bosuns chair etc.,
  - (b) On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

- (vi) An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 72 cents per hour or part thereof.
- (vii) Hotwork: An employee who works in a place where the temperature has been artificially raised to between 46 degrees and 54 degrees Celsius shall be paid 54 cents per hour or part thereof exceeding 54 degrees Celsius- 72 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

- (viii) An employee who works in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid 69 cents per hour extra.
- (ix) Roof Repairs: Employees engaged on repairs to roofs shall be paid 72 cents per hour.
- (x) An employee who is an authorised operator of explosive power tools shall be paid \$1.33 for each day on which he uses such a tool.
- (xi) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 56 cents per hour in addition to ordinary rates. This sub-clause shall not apply to an employee working on a bosun's chair or swinging stage.

- (xii) An employee being the holder of a Department of Industrial Relations oxyacetylene or electric welding certificate or equivalent qualifications recognised by the Employer when required by the Employer to act on either of his certificates or equivalent qualifications during the course of his employment shall be entitled to be paid for every hour of his employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum of 48 cents per hour for each certificate in addition to the rates for journeyman plumbers.
- (xiii) A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Commerce shall be paid 56 cents per hour extra.
- (xiv) Computing quantities- Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$4.09 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in clause 7, Leading Hands, of this award.
- (xv) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 71 cents per hour extra.
- (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 44 cents per hour extra for any time worked when the air-conditioning plant is not operated.
- (c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the WorkCover Authority of New South Wales.
- (d) Employees working in close proximity to employees so engaged shall be paid 56 cents per hour extra.
- (e) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xvii) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 49 cents per hour extra. While so employed employees will be supplied with gloves.
- (xviii) Bricklayers laying other than standard bricks - bricklayers employed laying blocks (other than concrete blocks for plugging purposes shall be paid the following additional rates:
- Where the blocks weigh over 5.5 kg and under 9 kg: 56 cents
- Where the blocks weigh 9 kg or over up to 18 kg: 1.01 cents
- Where the blocks weigh over 18 kg: \$1.42
- An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.
- (xix) Plumbers engaged on electric welding applicable to plumbing other than those covered by subclause (xii) of this clause shall be paid 16 cents per hour extra for the time so worked.

- (xx) Asbestos: Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (ie combination overalls and breathing equipment or similar apparatus) such employees shall be paid 70 cents per hour whilst so engaged.
- (xxi) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 49 cents per hour.
- (xxii) Second hand timber: A carpenter and joiner who, whilst working on second hand timber has his tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$2.20 for each day upon which his tools are so damaged. Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the commission's representative on the job in order that he may have an opportunity to properly investigate the matter.
- (xxiii) Marking setting out- A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$21.59 per week.
- (xxiv) Rates not cumulative: Where more than one of the above special rates provide payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.

- 4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2008.

I. W. CAMBRIDGE, Commissioner

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Printed by the authority of the Industrial Registrar.

**GRADUATE-AT-LAW (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1296 of 2008)

Before Commissioner Ritchie

14 August 2008

**VARIATION**

1. Delete subclause (ii) of Clause 3, Salary, of the award published 16 June 2000 (316 I.G. 552), and insert in lieu thereof the following:
  - (ii) 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 over award payments, and/or
    - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

Classification	Former Amount Per Annum \$	SWC 2008 Per Annum \$	Total Rate Per Annum \$
Graduate-at-Law	28,452.30	1,138.10	29,590.40

3. This variation shall take effect from the first full pay period to commence on or after 14 August 2008.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

## HAIR AND BEAUTY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Professional Hairdressers' Association, Industrial Organisation of Employers.

(No. IRC 1114 of 2008)

Before Commissioner Ritchie

17 September 2008

### VARIATION

1. Delete the title of the award :"**HAIRDRESSERS', &c. (STATE) AWARD**" of the award published 23 July 2004 (345 I.G. 452) to read as:

## HAIR AND BEAUTY (STATE) AWARD

2. Insert in numerical order in the Arrangement the following new clauses:

11A. Casual Employees  
35A. Confidentiality

3. Delete from the Arrangement the clause number and subject matter '2. Apprenticeship Trades', and substitute the following:

2. Apprenticeships and School-based Apprenticeships

4. Delete in subclause (i) of clause 1 Definitions, the word "Weekly" and insert in lieu thereof the following:

"Full-time"

5. Insert after subclause (ii) of clause 1, the following new paragraph:

(a) Casual employee means a person engaged to work on an irregular basis for no less than 4 hours per shift."

6. Delete subclause (iii) of clause 1, and insert in lieu thereof the following:

(iii) Beautician shall mean a person employed to perform the following services:

(a) manicure; pedicure; nail enhancement and nail artistry techniques; and / or

(b) waxing; and/or

(c) eyebrow arching, lash brow tinting; and make-up (all as defined in the National Beauty Training Package).

7. Delete subclause (iv) of clause 1, and insert in lieu thereof the following:

(iv) Beauty therapist shall mean a person who:

(a) holds at least a Certificate IV in Beauty Therapy; and

(b) performs any work of a Beautician; or any or the following services (or a combination of both): analysis of skin; development of treatment plans; facial treatments including

massage and other specialised treatments such as lymphatic drainage, high frequency; body treatments, including full body massage and other specialised treatments using machinery and other cosmetic applications and techniques; body hair removal, including (but not limited to) waxing and chemical methods, electrolysis and laser hair removal; aromatherapy and the application of aromatic plant oils for beauty treatments; using various types of electrical equipment for both body and facial treatments,

and excludes those persons who are covered under clause 9(iv)(d) of this Award for the time period specified therein."

8. Delete subclause (viii) of clause 1, and insert in lieu thereof the following:
  - (viii) A hairdresser shall mean a qualified person (within the definition of the *Hairdressers Act 2003*) doing men's or women's hairdressing, and excludes those persons who are covered under clause 9(iv)(b) of this Award for the time period specified therein."
9. Insert after subclause (viii) of clause 1, the following new subclauses:
  - (ix) Salon means any premises where hair and/or beauty services are performed.
  - (x) Union means The Australian Workers' Union, New South Wales.
10. Delete clause 2, Apprenticeship Trades, and insert in lieu thereof the following new clause:

## **2. Apprenticeships and School Based Apprenticeships**

- (i) Apprentices may be indentured to one of the following apprenticeship trades:
  - (a) Hairdressing;
  - (b) Beauty Therapy
- (ii) School based apprentice is as employee who is undertaking an apprenticeship, declared or recognised by the State Training Authority, under a training contract while also enrolled in the Higher School Certificate. The School base apprenticeship may commence upon the completion of Year 10 School Certificate exams. Such school based apprenticeship are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant *Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001*.
- (iii) Progression through Wage Structure
  - (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice, provided that such apprentice satisfies the requirements of the Vocational Training Order issued by the NSW Department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.
  - (b) The rates of pay are based on a standard apprenticeship of four years (unless the apprenticeship is of three years duration). 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.
- (iv) Conversion from a school based 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.

## (v) Conditions of Employment

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

- (a) The school based apprentice shall be allowed over the duration of the apprenticeship, the same amount of time to attend off the job training as an equivalent full time apprentice.
- (b) For the purpose of this sub-clause, off the job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (c) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

## (vi) Disputes and Disciplinary Matters

The settlement of Dispute provisions of the Award, subject to the provisions of the *Apprenticeship and Traineeship Act 2001*, shall apply for the resolution of disputes and disciplinary matters. This means that in the event that a dispute cannot be resolved at the enterprise level in accordance with the Settlement of Dispute provisions of the Award, it will be first referred to the Vocational Training Tribunal in accordance with the *Apprenticeship and Traineeship Act 2001*. Then if necessary it will be referred to the Industrial Relations Commission of New South Wales, for conciliation and if necessary arbitration.

## (vii) Rate of Pay for school based apprentice

- (a) 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 off the job Training.
- (b) For the purposes of subclause (a) 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. The wages paid for training time may be averaged over the school term or year.
- (c) 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.

## (viii) Leave Reserved

Leave is reserved to the parties to apply to amend sub-clause 9(v) if a Vocational Training Order relevant to the trade of a School based apprentice is amended, after consultation with the award parties.

## 11. Delete clause 7, Meals and insert in lieu thereof the following:

**7. Meals**

- (i) An employee shall be allowed no less than thirty (30) minutes for a meal between 11:45am and 2:45pm, Monday to Sunday inclusive, or at other times as agreed between the employer and the employee.

In any salon that does not provide a clean room and hot water facilities to employees, the period allowed for a meal shall be extended by 15 minutes which shall be counted as time worked.

- (ii) There shall be no meal break on any day where an employee works less than five hours.
- (iii) Subject to any arrangements in accordance with subclause (ii) of clause 4, Hours, and despite clause 7(ii), any employee required to work after 6:00pm, Monday to Friday, shall be paid a meal allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and shall be allowed a meal break of 20 minutes which shall be counted as time worked."



12. Delete clause 9 Wages and Classifications, and insert in lieu thereof the following:

### 9. Wages and Classifications

The minimum weekly wage payable to full-time employees shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.

- (i) Provided that a Receptionist/Salon Assistant under 21 years of age shall be paid the following percentages of the wage prescribed for Level 2 in Table 1:

Age	Percentage per Week
Under 16 years of age	40%
At 16 years of age	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years of age	90%

- (ii) In addition to the appropriate minimum wage prescribed by this clause, an employee in charge of a salon for more than four hours in a shift, not being an employee temporarily in charge during the absence of a person ordinarily in charge, but including an employee employed as a relieving employee in charge, shall be paid an additional amount as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Any dispute in the application of this sub-clause shall be referred to the Industrial Relations Commission of New South Wales, for conciliation and if necessary arbitration.

- (iii) Apprentices

- (a) For all apprenticeships contracts entered into on or after the date that the new relevant Vocational Training Orders are gazetted by the NSW Government, the minimum wages payable to apprentices and probationers doing hairdressing shall be the following percentages of the wage prescribed for a hairdresser as appears in Level 1 of Table 1:

	Percentage Per Week
1st Year	45%
2nd Year	60%
3rd Year	80%

- (b) For all apprenticeships contracts entered into on or after the date that the new relevant Vocational Training Orders are gazetted by the NSW Government, the minimum wages payable to apprentices or probationers doing beauty therapy shall be the following percentages of the wage prescribed for a beauty therapist as appears in Level 1 of the said Table 1:

	Percentage Per Week
1st Year	45%
2nd Year	60%
3rd Year	80%

- (iv) Students and Graduates

- (a) The minimum wages payable to a person who is completing (but has not yet completed):

- (i) a Commercial Certificate III in Hairdressing (within the definition of the Australian Hairdressing Training Package 2006); or
- (ii) a Certificate IV in Beauty Therapy (within the definition of the National Beauty Training Package), not being a person who is also completing an apprenticeship, for hours worked

that do not form part of the minimum 'on-the-job' component of the course as offered by the relevant Registered Training Organisation, shall be one thirty-eighth of the appropriate weekly rate for a 2nd year apprentice, as the case may be, plus a casual loading of twenty (20) percent.

Provided that:

- A. such a person will not be entitled to the benefit of the following clauses of this Award: 21(i)-(iii), 23, 24 25, 26 (1)-(6), 35, 37; and
- B. the twenty (20) per cent loading paid to such persons shall be deemed a benefit that is more favourable to the worker than sections 3, 4 or 4A of the *Annual Holidays Act 1944*, and therefore, those sections of that Act will not apply to such persons under this Award.
- (b) The minimum wages payable to a person that has completed a Certificate III in Hairdressing (within the definition of the Australian Hairdressing Training Package 2006), other than a person who is completing or has completed their apprenticeship as a hairdresser, shall be the following percentages of the wage prescribed for a hairdresser as appears in Level 1 of Table 1:

	Percentage Per Week
No more than 12 months experience after completion	80%
Thereafter	100%

- (c) The minimum wages payable to a person that has completed a Certificate III in Beauty Services (or as amended from time to time), other than a person who is completing or has completed their apprenticeship as a beauty therapist, shall be the following percentages of the wage prescribed for a beautician as appears in Level 3 of Table 1:

	Percentage Per Week
No more than 12 months experience after completion	80%
Thereafter	100%

Provided that the minimum wages payable to such a person shall be 100% of the wage prescribed for a beautician as appears in Level 3 of Table 1 once that person attains the age of 21.

- (d) The minimum wages payable to a person that has completed a Certificate IV in Beauty Therapy (other than a person who is completing or has completed their apprenticeship as a beauty therapist) shall be the following percentages of the wage prescribed for a beauty therapist as appears in Level 1 of Table 1:

	Percentage Per Week
No more than 12 months experience after completion	80%
Thereafter	100%

Provided that the minimum wages payable to such a person shall be 100% of the wage prescribed for a beauty therapist as appears in Level 1 of Table 1 once that person attains the age of 21."

- (v) Transitional arrangement - Apprenticeships

For all apprenticeships contracts entered into prior to the date that the new relevant Vocational Training Orders are gazetted by the NSW Government, the minimum wages payable to apprentices or probationers doing hairdressing or beauty therapy shall be the following percentages of the relevant senior wage, as the case may be, as appears in Level 1 of the said Table 1:

	Percentage Per Week
1st Year	40%
2nd Year	55%

3rd Year	70%
4th Year	85%

13. Delete clause 11, Part-time Employees and insert in lieu thereof the following:

**11. Part-Time Employees**

- (i) Employees engaged as part-time employees shall be paid one thirty-eighth of the appropriate weekly rate for the work they perform, plus ten per cent, with a minimum engagement of four hours work. Where the rates outside the normal hourly rates apply, these shall be paid to part-time employees.
- (ii) Any change to a part-time employee's hours of work or days of work are to be communicated to the employee no less than five days prior, unless otherwise agreed by the employer and the employee.
- (iii) Upon appointment, a part-time employee shall be provided a written letter stating:
- (a) the employee's name;
  - (b) the name of the employer;
  - (c) that the employee is employed on a part-time basis;
  - (d) the address of the salon where the work is to be carried out;
  - (e) the hourly rate of pay for ordinary time worked;
  - (f) any other form of remuneration;
  - (g) whether it is proposed that any tools are to be supplied by the employee; and
  - (h) the proposed hours of work per week."

14. Insert after clause 11, Part-time Employees, the following new clause:

**11A. Casual Employees**

- (i) Employees engaged as casual employees shall be paid one thirty-eighth of the appropriate weekly rate for the work they perform, plus twenty per cent, with a minimum engagement of four hours work. Where the rates outside the normal hourly rates apply, these shall be paid to casual employees.
- (ii) Upon appointment, a casual employee shall be provided a written letter stating:
- (a) the employee's name;
  - (b) the name of the employer;
  - (c) that the employee is employed on a casual basis;
  - (d) the address of the salon where the work is to be carried out;
  - (e) the hourly rate of pay for ordinary time worked;
  - (f) any other form of remuneration;
  - (g) whether it is proposed that any tools are to be supplied by the employee."

15. Delete clause 13, State Wages Case Adjustments and insert in lieu thereof the following:

### **13. 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.

16. Insert at the end of clause 18, Transport Allowance the following new paragraph:

Where an employer has more than one salon under its control, an employee will be designated a base salon from which they are employed at. If the employee is required to work at another salon then the employee is to be paid the transport allowance (to and from the other work location) of not less than the amount set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, between the base salon and the other salon, or actual costs incurred, whichever is greater.

17. Delete clause 21 Holidays, and insert in lieu thereof the following:

### **21. Holidays**

- (i) The following days or the days observed as such shall be holidays without reduction of wages:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) ANZAC Day;
- (g) Queen's Birthday;
- (h) Labour Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) the first Tuesday of November each year; and
- (l) any other day, or part-day, declared by or under a law of NSW to be observed generally within NSW, or a region of NSW, as a public holiday.

- (ii) Any employee absent without leave on the day before or the day after a holiday identified in this clause shall be liable to forfeit wages for the day of absence as well as for that holiday, except where the employee's absence was caused through illness, in which case wages shall not be forfeited for the holiday.

- (iii) A part-time employee shall not be entitled to the benefits of this clause unless such employee has regularly worked on the day on which the award holiday falls, and has been in the employment of the same employer for at least three weeks prior to such award holiday.

- (iv) A casual employee shall not be entitled to the benefits of this clause, except for the provisions as set out in clause 4(iii) of this Award.

18. Delete clause 22, Annual Leave and insert in lieu thereof the following:

### **22. Annual Leave**

See *Annual Holidays Act 1944*. As a casual employee is to be paid a twenty (20) per cent casual loading, that casual loading shall be deemed to be a benefit that is more favourable to the worker than sections 3, 4 or 4A of the *Annual Holidays Act 1944*, and therefore, those sections of that Act will not apply to casual employees under this Award by virtue of section 5 of that Act.

19. Delete subclause (i) of clause 23 Annual leave Loading and insert in lieu thereof the following:

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act". This clause shall not apply to casual employees.

20. Delete the word "weekly" in subclause (i) of clause 24 Sick Leave, subclause (i) of clause 35 Termination of Employment, clause 36 Superannuation (1)(e)(i), and 36(2)(3) (where applicable), and insert in lieu thereof the following:

"full-time"

21. Insert at the end of subclause (iv) of clause 24, Sick Leave the following new subclause:

- (v) This clause shall not apply to part-time employees or casual employees.

22. Delete subclause (v) of clause 27, Payment of Wages and insert in lieu thereof the following:

- (v) Wages may be paid to employees at the employer's discretion in the form of cash, cheque or by electronic funds transfer into an account nominated by the employee.

23. Insert after paragraph (f) of subclause (i) of clause 32, Disputes Procedure the following new subclause (g).

- (g) Either party involved in the grievance can refer the matter to the Industrial Relations Commission of New South Wales, for conciliation and if deemed necessary by either party, arbitration.

24. Insert after paragraph (d) of subclause (ii) of clause 32 the following new subclause (e):

- (e) Either party involved in the dispute can refer the matter to the Industrial Relations Commission of New South Wales, for conciliation and if deemed necessary by either party, arbitration.

25. Insert after subclause (i) of clause 35 Termination of Employment, the following new paragraph:

- (a) This clause shall not apply to casual employees.

26. Delete subclause (iii) of clause 35, and insert in lieu thereof the following:

- (iii) The employment of each employee is probationary for the first three months of employment, and commences on the first day of employment. During the probationary period, the employment may be terminated either by the employer or the employee with one day's notice for any reason, or by the payment or forfeiture, as the case may be, of one day's wages in lieu of such notice

27. Insert after subclause (iii) of clause 35, the following new paragraph (a):

- (a) Other than during the probationary period, employment shall be terminated by one week's notice at any time during the week by either the employer or the employee or by the payment or forfeiture, as the case may be, of one week's wages in lieu of such notice.

28. Insert after clause 35, Termination of Employment, the following new clause:

**35A. Confidentiality**

- (i) In this clause, "Confidential information" includes all information of a confidential nature regarding the past, current or future business interests, methodology or affairs of any person or entity with which an employee may deal or be concerned with, including but not limited, to matters of a technical nature, trade secrets, marketing procedures, financial information, wages / salary information, customer / client lists, and any other information which the employee comes across during the period of the employment.
- (ii) At all times during and after the termination of employment for any reason, all confidential information shall remain the property of the employer.
- (iii) Except in the proper course of his or her employment, an employee shall not, either during the term of employment or after its termination:
- (a) disclose or allow to be disclosed, any confidential information, to any other person, unless required by law; or
- (b) use any confidential information, whether such use is for the benefit of that employee or otherwise."
29. Delete subparagraph (ii) of paragraph (a) of subclause (1) of clause 36, Superannuation, and insert in lieu thereof the following:
- (ii) Future Plus Super" means Future Plus Superannuation Fund, as may be amended from time to time, and includes any successor thereto; or
30. Insert in paragraph (a) of subclause (i) of clause 37, Redundancy after the word "shall" the following word:
- "only"
31. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B**

**MONETARY RATES**

**Table 1 - Wages**

Level	Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and /or doing board work generally  Hairdresser doing men's and /or ladies hairdressing  Beauty Therapist	618.20	24.73	642.95
2	Receptionist/Salon Assistant - 21 years of age and over	586.45	23.46	609.90

3	Beautician, Electrologist, Chiropodist	582.20	23.29	605.50
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**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	7(v)	Meal Allowance per meal	8.25	8.70
2	9 (iv)	Employee in Charge per day	N/A*	7.05
3	13 (ii)	Tool Allowance per week	8.05	8.40
4	14	Health Department per hour	0.99	1.03
5	15	Laundry per week	5.60	5.75
6	16	First Aid per week	9.60	10.00
7	18	Transport Per km	0.72	0.77

"Note": These allowances are contemporary for expense related allowances as at 30 June 2008 and for work related allowances are inclusive of adjustment in accordance with the June 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

\* In 2007, this allowance was payable on a weekly basis.

32. Insert after Table 2, in Part B Monetary Rates the following new Table 3:

**Table 3 - Part-time and Casual Rates of Pay**

Level	Classification	Part-time Rate per hour* \$	Casual Rate per hour* \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally. Hairdresser doing men's and/or ladies hairdressing Beauty Therapist	18.61	20.30
2	Receptionist/Salon Assistant - 21 Years of age and over	17.66	19.26
3	Beautician, Electrologist, Chiropodist	17.53	19.12

\*Wages must be adjusted for any applicable loading as described in clause 4 (iii).

33. This variation shall take effect from the first full pay period commencing on or after 19 September 2008.

D.W. RITCHIE, Commissioner

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**JOINERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

**VARIATION**

1. Delete subclause (9.3) of clause 9, Rates of Pay, of the award published 26 October 2001 (328 I.G. 1142) and insert in lieu thereof the following:
  - (9.3) 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 - Wages**

Broadbanded Group	Percentage	Former Weekly Rate	State Wage Case 2001-2008 Adjustment	New Weekly Rate
	%	\$	\$	\$
Group 7	110	533.90	152.40	686.30
Group 6	105	513.10	151.56	664.70
Group 5	100	492.20	150.73	642.90
Group 4	92.4	460.50	147.38	607.90
Group 3	87.4	439.60	146.54	586.10
Group 2	82	417.00	146.64	562.60
Group 1	78	400.40	144.98	545.40

Rates of Pay - Junior Employees who work in association with adult employees:

Age	Base Rate Per Week	Industry Allowance Per Week	Amount Per Week
	\$	\$	\$
At 16 years of age	223.30	24.40	247.70
At 17 years of age	273.20	24.40	297.60
At 18 years of age	322.20	24.40	346.60
At 19 years of age	396.80	24.40	421.20
At 20 years of age	446.50	24.40	470.90



## Rates of Pay - Indentured Apprentices

Age	Base Rate Per Week \$	Industry Allowance Per Week \$	Amount Per Week \$
1st year	240.90	24.40	265.30
2nd year	326.50	24.40	350.90
3rd year	427.30	24.40	451.70
4th year	519.00	24.40	543.40

## Rates of Pay - Trainee Apprentices

Age	Base Rate Per Week \$	Industry Allowance Per Week \$	Amount Per Week \$
1st year	269.50	24.40	293.90
2nd year	362.20	24.40	386.60
3rd year	469.00	24.40	493.40
4th year	547.80	24.40	572.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1.	9.4	Leading Hands In charge of not more than 1 person In charge of 2 and not more than 5 persons In charge of 6 and not more than 10 persons In charge of more than 10 persons	15.70 per week 34.40 per week 43.90 per week 58.60 per week
2.	17.	Industry Allowance	24.40 per week
3.	18.1	Tool Allowance: Carpenter and/or Joiner, Shopfitter or Shopfitter and Joiner Carpenter and Joiner Joiner Special Class Joiner - Setter Out Joiner Assembler A	24.70 per week 24.70 per week 24.70 per week 24.70 per week 24.70 per week 7.40 per week
4.	18.1	Shopfitter and/or Joiner Apprentices: Tool Allowance	24.70 per week
5.	20.1(a)	Handling insulating material or working in its immediate vicinity	0.69 per hour
6.	20.1(b)	Working where temperature raised by artificial means to between 46 and 54 degrees Celsius Exceeding 54 degrees Celsius	0.55 per hour 0.69 per hour
7.	20.1(c)	Working where temperature is reduced by artificial means to below 0 degrees Celsius	0.55 per hour
8.	20.1(d)	Working in a confined space	0.69 per hour
9.	20.1(e)	Engaged in unusually dirty work	0.55 per hour
10.	20.1(f)	Whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter.	2.17 per day
11.	20.1(g)	Required to compute or estimate quantities of materials in respect to work performed by other employees	3.99 per day
12.	20.1(i)	Using an explosive-powered tool	1.31 per day
13.	20.1(j)(iii)	Using toxic substances or like materials Working in close proximity to employees so engaged	0.69 per hour 0.55 per hour
14.	20.1(k)	Using materials containing asbestos or working in close proximity to employees using such materials	0.69 per hour
15.	20.1(l)	If a grindstone or wheel is not made available, the employer shall pay each joiner	5.88 per week

16.	20.1(m)(iii)	Engaged in asbestos eradication	1.86 per hour
17.	27	Meal allowance after working one and a half hours overtime.	11.30
18.	39.1	First Aid Minimum qualifications	2.35 per day
19.	41.2(a)	Maximum amount of reimbursement for loss of tools or clothes.	1431.00

3. This variation shall take effect from the beginning of the first pay period to commence on or after 5 August 2008.

I. W. CAMBRIDGE, Commissioner

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## MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1210 of 2008)

Before Commissioner McLeay

8 August 2008

### VARIATION

1. Delete Table 1B, of Part B, Monetary Rates, of the award published 16 June 2006 (359 I.G. 843), and insert in lieu thereof the following:

**TABLE 1B**

#### WAGES - SUPPORT WORKER CLASSIFICATIONS

Classification	Rate at 1/9/08 \$	Rate at 1/09/08 \$
Support Worker	569.40	592.18
Support Worker(Qualified Cook)	583.00	606.32

2. Delete Table 1C, of Part B, Monetary Rates, and insert in lieu thereof the following:

**TABLE 1C**

#### NEW WAGES - CHILD CARE CLASSIFICATIONS IN LONG DAY CARE

Level	Step	Rate at 1/9/2008	Rate at 1/09/2008
CCW	1	651.28	677.33
	2	656.65	682.92
	3	661.77	688.24
	4	667.12	693.80
	5	673.47	700.41
ACCW	1	679.82	707.01
	2	693.90	721.66
	3	716.00	744.64
ACCWQ	1	727.94	757.06
	2	802.12	834.20
	3	840.93	874.57
	4	882.78	918.09
Asst Co-ord		742.00	771.68
Asst Co-ord Qual.		902.40	938.50
Co-ord OOSH	L1	794.96	826.76
Co-ord LDC	L2	814.48	847.06
	L3	841.29	874.94
	L4	874.87	909.86

Co-Ord Qual OOSH		971.25	1010.10
Co-Ord Qual. LDC	L2	990.77	1030.40
	L3	1017.58	1058.28
	L4	1051.16	1093.21

3. Delete Table 1D, of Part B, Monetary Rates, and insert in lieu thereof the following:

**TABLE 1D**

**NEW WAGES - CHILD CARE CLASSIFICATIONS IN PRE-SCHOOLS**

Level	Step	Rate at 1/9/2008	Rate at 1/09/2008
CCW	1	627.77	652.88
CCW	2	632.93	658.25
CCW	3	637.86	663.37
CCW	4	643.00	668.72
CCW	5	649.11	675.07
ACCW	1	655.21	681.42
ACCW	2	668.65	695.40
ACCW	3	690.00	717.60
ACCWQ	1	701.51	729.57
ACCWQ	2	772.83	803.74
ACCWQ	3	810.12	842.52
ACCWQ	4	850.39	884.41
Asst Co-ord		715.00	743.60
Asst Co-ord Qual.		869.23	904.00
Co-ord OOSH	L1	769.33	800.10
Co-ord Pre-Sch	L2	788.85	820.40
	L3	815.66	848.29
	L4	849.24	883.21
Co-ord Qual OOSH		938.86	976.41
Co-Ord Qual. Pre-Sch	L2	958.38	996.72
	L3	985.19	1024.60
	L4	1018.17	1059.52

4. Delete Table 2, of Part B, Monetary Rates, and insert in lieu thereof the following:

**TABLE 2**

**ADDITIONAL RATES AND ALLOWANCES  
FROM THE FIRST PAY PERIOD COMMENCING ON OR AFTER 30 JULY 2008**

Item No.	Clause No.	Brief Description	Amount 1/09/2007 \$	New Amount 1/09/08 \$
1	10 (ii)(a)	Broken Shift	57.50 per week  11.50 per day	59.80 per week  11.96 per day
2	10 (ii)(b)	Excess Fares	7.85 per week	8.30 per week
3	10 (iii)	Uniform: Laundry Allowance	4.30 per week	4.40 per week
4	10 (iv)	Cooks Uniforms: Laundry Allowance	6.80 per week	6.95 per week
5	10 (vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate	5.65 per week	5.90 per week
6	10 (vi)(b)	Hotel & Restaurant Cookery Certificate	12.05 per week	12.55 per week
7	12 (iv)	Meal Money	6.35 per meal	6.65
8	10(ix)	Authorised Supervisor	31.10 weekly 6.22 daily	32.34 weekly 6.47 daily

5. Delete paragraph (c) of subclause (i) of clause 9, Wages, and insert in lieu thereof the following:

- (c) 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.

6. This variation shall take effect from the beginning of the first full pay period to commence on or after 1 September 2008.

J. McLEAY, Commissioner

## NURSES' (DEPARTMENT OF AGEING, DISABILITY AND HOME CARE) (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 690 and 1260 of 2008)

Before Commissioner Connor

14 August 2008

### REVIEWED AWARD

#### Arrangement

#### PART A

Clause No.	Subject Matter
16.	Annual Leave
20.	Anti Discrimination
23.	Area, Incidence and Duration
7.	Classification of Positions
2.	Definitions
18.	Disputes
3.	General Conditions of Employment
19.	Grading Committee
4.	Hours of Work and Free Time of Employees
22.	Leave Reserved
1.	No Extra Claims
12.	Overtime
13.	Payment and Particulars of Salaries
10.	Penalty Rates for Shift Work and Weekend Work
15.	Permanent part-time and Casual Employees
5A	Pilot Roster Projects
6.	Reasonable Workloads
14.	Registration or Enrolment Pending
5.	Rosters
8.	Salaries
21	Salary Sacrifice to Superannuation
17.	Senior Nurse Management Structure
9.	Special Allowances
11.	Uniforms

Schedule 1 - Nurse Manager and Administrative Support Positions

#### PART B

Monetary Rates

Table 1 - Salaries

Table 2 - Other Rates and Allowances

## PART A

### 1. No Extra Claims

It is a term of this award that the Association undertakes, until 1 July 2007, not to lodge or pursue any new or extra claims, award or over award, to salaries, rates of pay or allowances, except as specifically detailed in Clause 22 Leave Reserved.

### 2. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

"Association" means the New South Wales Nurses' Association.

"Board" means the Nurses and Midwives Board of New South Wales.

"Community Residential Centre" (CRC) means any location where a direct service is provided to disability clients of the Department in a community residential environment which includes group homes, hostels, respite care centres.

"Community Support Services (CSS)" means any non residential direct care service to clients including community based activity training centres, community support teams and specialist outreach services.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6a.m. and before 10a.m., otherwise than as part of the shift system.

"Department" means the Department of Ageing, Disability and Home Care.

"Employee" means, for the purposes of this award, a person who is appointed to a position in a classification listed in Clause 7, Classification of Positions, and who is employed within the Department of Ageing, Disability and Home Care, including an "officer" as defined in the *Public Sector Employment and Management Act 2002*.

"Experience", in relation to a trainee enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this award, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, a residential care assistant or a residential support worker, includes experience as such student nurse, residential care assistant or residential support worker.

"Large Residence" means any large residential campus providing a range of services which may include accommodation, respite care, day activity services and some medical and paramedical services to clients. These include:

Metro West Residences incorporating the Marsden, Rydalmere and Lachlan Residences;

Hunter Residences incorporating the Stockton, Kanangra, Peat Island and Tomaree Residences;

Riverside Residence; Grosvenor Residence

"Nurse" means an employee engaged in the industry of nursing in a classification covered by this Award.

"Resident Clients" means the annual average number of clients in permanent accommodation and clients occupying respite accommodation for the year ending 30 June each year.

"Service" for the purpose of clause 8, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse or as a residential care worker prior to 19 April 1999.

"Shift Worker" means a worker who is not a day worker as defined.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

### 3. General Conditions of Employment

Except as otherwise provided in this award employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, that is the conditions of employment covering officers employed in organisations listed in Column 1 of Schedule 1 to the *Public Sector Employment and Management Act 2002* and the Public Sector Management (General) Regulation 1996 and as contained from time to time in the Public Service Personnel Handbook and the Crown Employees (Public Service Conditions of Employment) Award 2002.

Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006:

- (a) Unpaid parental leave in accordance with Clause 12(iv)(d);
- (b) Personal Carers' entitlement in accordance with Clause 12(v); and
- (c) Bereavement entitlement in accordance with Clause 12(vi).

This entitlement is also set out at Clause 15 Part II of this Award.

### 4. Hours of Work and Free Time of Employees

- (i) The ordinary hours of work for day workers, exclusive of unpaid meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 am.
- (ii) The ordinary hours of work for shift workers, exclusive of unpaid meal times, shall not exceed an average of 38 per week in each roster cycle.
- (iii)
  - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that; employees who work eight hour shifts are entitled to 12 additional days off duty per annum, employees working ten hour shifts are entitled to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum and will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
  - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work, shifts of less than eight hours each over 20 days in each cycle of 28 days.
- (iv) Each shift shall consist of no more than a total span of 12 hours with not less than eight hours break between each shift. Provided that an employee shall not work more than seven consecutive shifts unless the employee so requests, and local nursing management agrees, but in no case shall an employee be permitted to work more than ten consecutive shifts. Provided also that in any such span of seven consecutive shifts an employee shall not be rostered for more than two quick shifts, i.e. an evening shift followed by a morning shift where the break between ordinary shifts is less than ten hours.
- (v) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the local management having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xii) of this clause.



- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii)
  - (a) Where an employee and her/his local management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of five. This limit on accumulation means that any employee who has already accumulated five ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
  - (b) Subject to service requirements management must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
  - (c) Any ADOs accumulated but not taken as at the date of termination of the employee, must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous, i.e. broken shifts shall not be worked.
- (ix) One 20 minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time.
- (x)
  - (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than eight consecutive weeks, unless the employee so agrees.
  - (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless the employee requests to be employed on night duty and the local management consents.
  - (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end of semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
  - (d) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than ten weeks in any one year of training.
- (xi) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xii)
  - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive, unless an employee requests otherwise.
  - (b) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xiii) All rostered time off duty occupied by a trainee enrolled nurse or assistant in nursing in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

## 5. Rosters

- (i) The ordinary hours of work for each employee, other than the Principal and Nurse Manager Accommodation and Nursing Services, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency, provided that, where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 5, Hours of Work and Free Time of Employees, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

### 5A. Pilot Roster Projects

- (i) Notwithstanding any other provision of this Award, pilot Roster Projects for the purposes of trialling flexible roster practices or 12 hour shifts may be implemented on the following basis:
  - a. The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
  - b. The terms shall include
    - 1. the duration of the project; and the conditions of the project; and
    - 2. the award provisions required to be overridden in order to implement the project; and
    - 3. review mechanisms to assess the effectiveness of the project.
  - c. Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
  - d. Any purported Roster Project Pilot which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.

## 6. Reasonable Workloads

- (i) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment will take into account measured demand by way of clinical assessment, including dependency skill mix and geographical and other local requirements/resources;

- (b) the work performed by the nurse will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
  - (c) the work will be consistent with the duties within the nurse's classification description and at a professional standard so that the care provided or about to be provided to a client shall be adequate, appropriate and not adversely affect the rights, health or safety of the client or nurse;
  - (d) the workload expected of an nurse will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
  - (e) a nurse will not be allocated an unreasonable or excessive nursing workload or other responsibilities;
  - (f) a nurse shall not be required to work an unreasonable amount of overtime; and
  - (g) a nurse's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
- (ii) Skill Mix
- (a) The staffing mix at an individual unit level will be determined by an assessment of client's needs and the availability of support staff. This will involve a consolidated review of all existing client assessments and plans, including:
    - the clients individual support plan;
    - health assessments, health care plans or healthy lifestyle plans;
    - nutrition and or swallowing assessments and any associated plans and
    - client risk behaviours, assessments and any associated management plans.

The above assessments may have been developed by a range of health and allied health professionals, in conjunction with registered nurses.
  - (b) The review will identify the specific client needs on the unit that require the specialised input or supervision of a registered or enrolled nurse. It will also identify what client care and support tasks can be undertaken by an Assistant in Nursing. This will be the basis on which the staff mix for an individual unit will be determined and it will be translated into the unit roster.
  - (c) The process will be documented by:
    - listing the client assessments and plans considered in developing the staffing profile for the unit;
    - identifying in writing the specialist input or supervision requirements for clients in the unit;
    - identifying in writing the client care and support tasks that will be undertaken by an Assistant in Nursing; and
    - completing on a standard roster template the shifts to be filled by an Assistant in Nursing, Enrolled Nurse and Registered Nurse.
  - (d) The recommendation on unit staffing will be forwarded to the facility Reasonable Workload Committee for endorsement.

## (iii) Reasonable Workload Taskforce

The Association and the Department agree that a Reasonable Workloads Taskforce consisting of equal representation nominated by the Association and the Department shall be established.

The Terms of Reference of the taskforce shall be:

- a. To review the literature on existing tools for calculating nursing workloads to determine their applicability to nursing services in intellectual disability facilities;
- b. To make a recommendation on the feasibility of developing a clinically relevant tool for intellectual disability services based on existing literature and experience.

The Taskforce complete this process by written report to the Association and the Department by 30 June 2005.

## (iv) Role of reasonable workload committees

- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, skill mix, training, and planning for devolution to community based services as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses.
- (b) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.

## (v) Structure of reasonable workload committees

- (a) Upon request by the Association, nurse(s) employed in a Large Residential Service or the employer, a reasonable workload committee shall be established for the relevant service. Such requests shall be made to the Chief Executive Officer of the facility or the Regional Manager Accommodation and Respite as appropriate.
- (b) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the facility. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
- (c) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
- (d) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
- (e) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

- (vi) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 18 - Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
  - (b) A grievance in relation to such matter shall first be raised at the unit level with the Nursing Unit Manager responsible (or the appropriate manager).
  - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager or Director of Nursing depending on the nursing executive structure of the facility in which the grievance has arisen.
  - (d) If the matter remains unresolved, it should be referred to the appropriate facility reasonable workload committee for consideration and recommendation to management.
  - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 18 - Disputes in this Award.

### 7. Classification of Positions

All employees to whom this award applies shall be appointed to a position which is classified in accordance with the following definitions:

"Assistant in Nursing" means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing duties, and includes for salary purposes a person currently undertaking an education program leading to registration by the Board.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Department and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which she/he is appointed, or such other qualifications or experience deemed appropriate by the Department.

"Clinical Nurse Educator" means a registered nurse who is required to implement and evaluate educational programs at the unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in a unit/units and/or in complex health care CRC's .

A nurse will achieve Clinical Nurse Educator status by being required by the Centre to provide the educational programs detailed above. A Clinical Nurse Educator will be required to possess, or obtain within a specified period, a Certificate IV Workplace Assessor qualification.

"Clinical Nurse Specialist" means a registered nurse with relevant post basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years post-basic registration experience, including three years experience in the relevant specialist field, and who satisfies the criteria determined by local management.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse - Medication Endorsed" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Nurse, Learning and Development Officer" means a registered nurse who has relevant experience and who is appointed to such a position who is responsible for the development, implementation and delivery of nursing and other Departmental education programs. Education programs shall mean courses conducted such as post-registration certificates, continuing nurse education, new graduate orientation, post-registration enrolled nurses' courses and, where applicable, general staff learning and development courses. A Nurse Learning and Development Officer will be required to possess, or obtain within 12 months of appointment, a Certificate IV Workplace Assessor qualification.

A Learning and Development Officer who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole Learning and Development Officer in a facility shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse, Learning and Development Officer shall be on completion of 12 months satisfactory service. Progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full-time service.

"Nurse Manager" means an employee who is allocated to a nurse manager grade in accordance with Schedule 1 of this part.

"Nurse Manager Accommodation and Nursing Services" means a registered nurse who has responsibility for the provision of supported accommodation, respite and associated support services in a residential centre. The Nurse Manager Accommodation and Nursing Services is responsible for the delivery of efficient and effective nursing services to achieve the aims of the Centre.

"Nurse Manager Learning and Development Unit" means a registered nurse who has responsibility for the coordination of Learning and Development services to Residences and on a regional basis and in conjunction with the Central Learning and Development Branch.

"Nurse Manager Resource Support Unit" means an employee who is responsible for the efficient and effective allocation of nursing resources on a daily basis.

"Nurse Systems Support Co-ordinator" means a registered nurse who is responsible for the monitoring, quality assurance and measurement systems for a Centre's services. The Nurse Systems Support Co-ordinator supports the Nursing Manager Accommodation and Nursing Services in designing, planning and reviewing the quality, efficiency and sufficiency of service systems in a Centre.

"Nurse Systems Support Officer" means a nurse who supports the Nurse Systems Support Co-ordinator by monitoring, analysing and reporting on service systems in a Centre.

"Principal Nurse Manager Accommodation and Nursing Services" means a registered nurse who is responsible for overseeing and coordinating the provision of supported accommodation, respite and associated support services at the Stockton Residences and Marsden/Rydalmere Residences.

"Residential Unit Nurse Manager" means a registered nurse in charge of a unit or group of units and shall include:

"Residential Unit Nurse Manager Level 1", whose responsibilities include:

(a) Co-ordination of client services

Liaison with all disciplines for the provision of services to meet client needs.

The orchestration of services to meet client needs after discharge.

Monitoring catering and transport services.

(b) Unit management -

Implementation of Departmental policy:

Dissemination of information to all personnel.

Ensuring environmental safety.

Monitoring the use and maintenance of equipment.

Monitoring the supply and use of stock and supplies.

Monitoring cleaning services.

(c) Nursing staff management -

Direction, co-ordination and supervision of nursing activities.

Training, appraisal and counselling of nursing staff.

Rostering and/or allocation of nursing staff.

Development and/or implementation of new nursing practice according to client need.

"Residential Unit Nurse Manager Level 2", whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 1.

"Residential Unit Nurse Manager Level 3" whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 2.

"Registered Nurse" means a person registered by the Board as such.

"Trainee Enrolled Nurse" means a person who is being trained under a program leading to enrolment by the Board.

"Unit" means a defined client residential area within a Large Residence or a complex health needs Community Residential Centre.

**8. Salaries**

(i) The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

(ii) The new salary scale for the registered nurse classification shall be implemented under the following provisions:

(a) For the purposes of this clause "transitional date" means the first pay period commencing on or after 1 July 2004.

(b) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table below. The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.

(c) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is; the transitional arrangements shall apply to all periods of employment under this award, which commence on or after the transitional date.

(d) Transitional Table

Column A (Old incremental scale)	Column B (New incremental scale)
First year of service	First year of service

Second year of service	First year of service
Third year of service	Second year of service
Fourth year of service	Third year of service
Fifth year of service	Fourth year of service
Sixth year of service	Fifth year of service
Seventh year of service	Sixth year of service
Eighth year of service	Seventh year of service
UG1	Eighth year of service

Note: For the purposes of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purposes of this clause as a "UG1" qualification) shall enter the incremental scale on the second year of service.

- (e) The year of service determined by this clause shall be the year of service only for the purposes of clause 8, Salaries.
- (f) A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

### 9. Special Allowances

- (i) A registered nurse who is designated to be in charge of a unit for the majority of a day, evening or night shift when the Residential Unit Nurse Manager is not rostered for duty shall be paid an allowance as set in Item 1, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per shift.
- (ii) A registered nurse (does not apply to persons above the level of Clinical Nurse Educator) who is designated in charge of a Residence of not more than 100 resident clients in the absence of a Residential Unit Nursing Manager (or a more senior nurse) shall be paid an allowance as set out in Item 1 of Table 2, per shift.
- (iii) A registered nurse who is designated to be in charge of a unit when the Residential Unit Nursing Manager is not rostered for duty, and who is designated to be in charge of a Residence of not more than 100 resident clients on the same shift shall be paid an allowance as set out in Item 3 of Table 2, per shift.
- (iv) A registered nurse designated as the Rover in charge at Lachlan or Riverside Centres after hours in the absence of a Residential Unit Nurse Manager (or a more senior nurse) shall be paid an allowance as set out in Item 2, of Table 2, per shift.
- (v) A registered nurse who is designated as the Rover in charge at Peat Island or Kanangra Centres after hours when a Residential Unit Nurse Manager (or a more senior nurse) is not rostered for duty shall be paid an allowance as set out in Item 4 of Table 2, per shift.
- (vi) A registered nurse who relieves in a Nurse Manager After Hours position during short absences of the substantive occupant shall be paid an allowance at a rate calculated on the difference between the rate of pay of the registered nurse and the rate of pay for Nurse Manager Grade 1 year 1 for the time so spent up to 2 hours and for the whole of the shift for time so spent in excess of 2 hours.
- (vii) A nurse who is required to accompany residents/clients on excursions, etc. which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay.

### 10. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.:

Afternoon shift commencing at or after 10.00 a.m. and before 1.00p.m. - 10%.



Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5%.

Nightshift commencing at or after 4.00 p.m. and before 4.00 a.m. - 15%.

Nightshift commencing at or after 4.00 a.m. and before 6.00 a.m. - 10%.

(ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.

(iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

(iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (iii) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 15, Permanent part-time and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

(v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 16, Annual Leave.

### 11. Uniforms

(i) Subject to subclause (iii) of this clause, sufficient, suitable and serviceable uniforms including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price. In lieu of supplying a uniform to an employee, an employer may pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(ii) An employee, on leaving the service of an employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

(iii)

(a) In lieu of supplying shoes to an employee, an employer shall pay the said employee the sum as set out in Item 5 of the said Table 2.

(b) In lieu of supplying stockings to a female employee, an employer shall pay the said employee the sum as set out in Item 5 of the said Table 2.

(c) In lieu of supplying socks to an employee, an employer shall pay the said employee the sum as set out in Item 5 of the said Table 2.

(d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.

- (iv) If the uniform of an employee is not laundered at the expense of the facility an allowance as set out in Item 5 of the said Table 2 shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (v) Where the employer requires any employee to wear headgear, the facility shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (vii) The allowances prescribed by subclauses (iii) and (iv) of this clause shall be paid to employees who are not required by their employer to wear a uniform. Such payments will be in compensation for the cost of purchasing and maintaining suitable clothing.

## 12. Overtime

- (i) Subject to subclause (iii) of this clause, all time worked by employees, other than the Principal Nurse Managers Accommodation and Nursing Services and the Nurse Managers Accommodation and Nursing Services, in excess of the rostered daily ordinary hours of work, shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that, overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (ii)
  - (a) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall be paid for at the applicable overtime rates.
  - (b) Time worked up to the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
  - (c) All time worked by a permanent part-time employee in excess of the rostered daily ordinary hours prescribed for a full-time employee, or in excess of an average of 38 per week in each roster cycle, shall be paid for at overtime rates.
- (iii) An employee, other than the Principal Nurse Managers Accommodation and Nursing Services and Nurse Managers Accommodation and Nursing Services, recalled to work overtime after leaving the Department's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty. Provided that, this subclause does not apply to a Nurse Manager Accommodation and Nursing Services.
- (iv) In lieu of the conditions specified in subclauses (ii), (iii) and (iv) of this clause, a nurse who works directed overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
  - (a) Time off in lieu must be taken within three months of it being accrued at overtime rates.
  - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.

- (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the Department is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
- (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked, provided that, the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 15, Permanent part-time and Casual Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the Department's premises, and who is required to work for more than four hours, shall be allowed 20 minutes for the partaking of a meal and further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
  - (a) The meals referred to in subclause (v) and (vi) of this clause, shall be allowed to the employee free of charge. Where the Department is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
  - (b) The value of payments for meals shall be varied in accordance with variations to Division 3 of the Public Sector Management (General) Regulation 1996.
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees, shall apply.
- (ix) An employee who works so much overtime:
  - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift, that he or she has not had at least eight consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding his or her ordinary commencing time on his or her next day or shift;shall, subject to this subclause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Department such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double time until released from duty for such period and he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (x) Subject to sub-clause (xi) below an employee may be directed by the Department Head or delegate to work overtime.
- (xi) An employee may refuse to work overtime where the working of such overtime would result in the employee working hours which are unreasonable.
- (xii) For the purposes of sub-clause (xii) above, what is unreasonable or otherwise will be determined having regard to;
  - (a) any risk to employee health and safety;

- (b) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
- (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

### **13. Payment and Particulars Salaries**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the Department in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Department making their deposits with such financial institutions, but in such cases, the Department shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

### **14. Registration Or Enrolment Pending**

- (i) A trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for enrolment shall, upon enrolment, be paid as from the date of application for enrolment the salary to which she or he would have been entitled if enrolled.
- (ii) A nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

### **15. Permanent Part-Time and Casual Employees**

#### **Part I - Permanent Part-Time Employees -**

- (i) A permanent part-time employee is one who is appointed to work a specified number of hours each week which are less than those prescribed for a full-time employee. Provided that, the Department must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) Subject to subclause (iii) of this clause, employees engaged under Part 1 shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a

minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.

- (iii) Permanent part-time employees shall accrue annual leave at the rate of four weeks per annum. Clause 16, Annual Leave, shall not apply to permanent part-time employees (except for subclause (v) of the said clause 16).
- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay, provided that an employee who is required to and does work ordinary hours on a public holiday shall have one day or one half day, as appropriate, added to her/his period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (v) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (vi) Employees engaged under this Part shall be entitled to all other benefits of this award, not otherwise expressly provided for herein, in the same proportion as their ordinary hours of work bear to full-time hours.

#### Part II - Casual Employees -

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 8, Salaries, plus fifteen per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms.
- (iii) With respect to a casual employee, the provisions of clause 12, Overtime, and clause 16, Annual Leave, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 16, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (vi) Where a casual employee has been notified by the Department of a time to commence an engagement and that engagement is subsequently cancelled by the Department with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours.
- (viii) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The

following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (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.

(ix) Personal Carers entitlement for casual employees

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

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (x) A family member for the purposes of (ix)(a) above is:
- (a) a spouse of the staff member; or
  - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or

- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

(xi) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

## 16. Annual Leave

- (i) Full-time employees shall accrue annual leave at the rate of six weeks per annum, in recognition of the fact that they are required to work on public holidays unless rostered off duty on those days as part of their normal rostered days off.
- (ii)
- (a) A full-time employee who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (b) To leave prescribed by subclause (i) of this clause, there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the ten specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them), which may occur during the qualifying period for annual leave or during the period of annual leave.
- In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
- (iii) For the purpose of this subclause the following are to be public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.

- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Department following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v) In addition to the leave prescribed by subclause (i) of this clause, employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional payment as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	one week's ordinary salary

### 17. Senior Nurse Management Structure

- (i) Each residence shall have a Nurse Manager Accommodation and Nursing Services in charge and such other support positions as agreed between the Department and the Association.
- (ii) The grading of Nurse Manager positions in each Residence will be determined in accordance with Schedule "1" of this Part.
- (iii) The grading of the Principal and Nurse Manager Accommodation and Nursing Services may be reviewed by the Department and the Association where there is a significant change in Resident Client numbers, and adjusted accordingly. Where the grading of such a position is altered to a lesser grade, and the affected position is substantively occupied, the incumbent of the position will retain the higher grading on a personal basis.

### 18. Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any work location, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time, it must be referred by the nurse(s) immediate supervisor to the Department's nominee, and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at facility or Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the Department may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the Industrial Relations Act 1996, to the Industrial Relations Commission of New South Wales, for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.



- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
- (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Department must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **19. Grading Committee**

A central Committee consisting of two representatives of the Department and two representatives of the Association shall be constituted to consider and make recommendations to the Department in relation to:

- (a) Any proposals to alter the grading of any existing or established new positions of Residential Unit Nursing Manager where agreement cannot be reached at the local level.
- (b) The grading of Nurse Manager positions which are affected by a change in Resident Client numbers.
- (c) The date of effect of any grading recommended.

Provided that:

1. An employee shall, whilst the grading or remuneration of his/her position is under consideration, be ineligible to be a member of the Committee;
2. the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
3. where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.
4. the limitation of retrospectivity shall not apply to RUNM positions that are regraded as part of the transitional arrangements to the new award structure. This provision shall lapse effective 30 June 2005.

### **20. Anti Discrimination**

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## Notes -

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

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

### 21. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 8, Salaries, of this Award, and Part B to this Award, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under clause 8 and Part B to this Award, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under clause 8 or one hundred (100) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 8 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (b) subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee makes an election in terms of subclause (iii) of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.

(v) Where the employee is a member of a superannuation scheme established under the:

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

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

(vi) Where, prior to electing to sacrifice a portion of their salary to superannuation, an employee had entered into an agreement with their Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the Department or agency will continue to base contributions to that fund on the salary payable under clause 8 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## 22. Leave Reserved

1. Leave is reserved to the parties to make application in respect of Clause 9, Special Allowances, re qualifications allowances following the Commission's Decision in the Public Hospital Nurses (State) Award. Any such application will not seek an outcome that is greater in quantum than the decision in matter number IRC 6802 of 2001.
2. Leave is reserved to the parties to make application in respect to the inclusion of provisions for traineeships leading to enrolment as an Enrolled Nurse.
3. Leave is reserved to the parties to make application in respect of the pay rate applicable to Assistants in Nursing currently undertaking an education program leading to registration with the Board. Any such application will not seek an outcome that is greater in quantum than the award outcome of the current negotiations in the Public Hospital Nurses' (State) Award.
4. Leave is reserved to the parties to make application in respect of remuneration for enrolled nurses whose role involves the administration of medication. Any such application will not be made before 1 January 2007 and will not seek an outcome that is greater in quantum than the award outcome of the current negotiations in the Public Hospital Nurses' (State) Award.
5. Leave is reserved to the parties to undertake a review, after 1 January 2007, of the Clinical Nurse Specialist, Clinical Nurse Educator, and Nurse Learning and Development Officer classifications. The review will include salary levels and role definition but may also include other issues relating to these classifications that are identified by either party. If agreement is not reached either party has leave to make application to the IRC to arbitrate the matter.
6. The parties may discuss future salary increases for this award. In the absence of consent being reached, during the period of the award, leave is reserved to the parties to make application in respect of such increases. The parties agree that an application other than by consent will be limited to 3% from the first full pay period on or after 1 July 2005 and a further increase of 3% from the first full pay period on or after 1 July 2006.

**23. Area, Incidence and Duration**

- (i) This award applies to all employees as defined in clause 2, Definitions.
- (ii) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Nurses' (Department of Ageing, Disability & Home Care) (State) Award 2005 published on 8 July 2005 (352 I.G. 246), as varied.
- (iii) 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 14 August 2008.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

**Schedule 1 of Part A**

Nurse Manager and Administrative Support Positions

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 8

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 7  
Stockton, Marsden/Rydalmere

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 5  
Peat Island, Kanangra, Lachlan, Riverside, Stockton, Rydalmere, Marsden

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 4  
Tomaree, Grosvenor

Nurse Systems Support Coordinator (NSSC)

Level 4  
Stockton, Rydalmere, Marsden

Level 3  
Peat Island, Kanangra

Level 2  
Lachlan, Riverside

Level 1  
Tomaree, Grosvenor

Nurse Systems Support Officer (NSSO)

Level 3  
Stockton, Rydalmere, Marsden

Level 2  
Peat Island, Kanangra

Level 1  
Lachlan, Riverside

Nurse Manager Learning and Development - Nurse Manager Grade 3  
Metro West Residences, Hunter Residences

Nurse Manager Resource Support Unit - Nurse Manager Grade 3  
Metro West Residences, Hunter Residences

Nurse Manager After Hours - Nurse Manager Grade 1  
Marsden, Rydalmere, Stockton and Kanangra

## PART B

### Monetary Rates

Table 1 - Salaries

Classification	4% First full pay period to commence on or after 01/07/07 Per Annum \$
Assistant in Nursing - Under 18 years of age - 1st year of experience	26,787
2nd year of experience	27,993
Thereafter	29,097
18 years of age and over 1st year of experience	31,613
2nd year of experience	32,623
3rd year of experience	33,640
Thereafter	34,683
Trainee Enrolled Nurse Under 18 years of age - 1st year of experience	26,827
2nd year of experience	28,008
Thereafter	29,130
18 years of age and over 1st year of experience	31,646
2nd year of experience	32,655
3rd year of experience	33,678
Thereafter	34,732
Enrolled Nurse 1st year of experience	38838
2nd year of experience	39690
3rd year of experience	40546
4th year of experience	41406
Thereafter	42269
Enrolled Nurse - Medication Endorsed 1st year of experience	40,881
2nd year of experience	41,762
3rd year of experience	42,648
4th year of experience	43,534
Thereafter	44427
Nurse undergoing pre-registration training other than as a student	37,967
Registered Nurse - 1st year	44,035
2nd year	46,437

3rd year	48,832
4th year	51,399
5th year	53,944
6th year	56,499
7th year	59,395
8th year	61,843
Clinical Nurse Consultant	
1st year	77,365
2nd year	79,136
Clinical Nurse Specialist No further appointments to this classification from date of this Award	64,365
Clinical Nurse Educator	64,365
Nurse, Learning and Development Officer -	
1st year	71,399
2nd year	73,408
3rd year	75,210
4th year	79,137
Residential Unit Nursing Manager -	
Level 1	77,577
Level 2	81,261
Level 3	83,443
Nurse Systems Support Officer	
Level 1	69,510
Level 2	73,923
Level 3	
1st year	77,365
2nd year	78,940
Nurse Systems Support Co-ordinator	
Level 1	73,923
Level 2	
1st year	77,365
2nd year	78,940
Level 3	
1st year	77,365
2nd year	78,940
3rd year	80,507
4th year	82,101
Level 4	
1st year	80,507
2nd year	82,101
Nurse Manager After Hours	
1st year	77,365
2nd year	78,940
Marsden, Rydalmere, Stockton and Kanangra	
Principal Nurse Manager Accommodation and Nursing Services	
1st year	107,358

2nd year	108,946
Nurse Manager Accommodation and Nursing Services	
Tomaree, Grosvenor	
1st year	89,994
2nd year	91,572
Peat Island, Kanangra, Lachlan, Riverside, Stockton, Rydalmere, Marsden	
1st year	94,715
2nd year	96,315
Nurse Manager Learning and Development Unit	
1st year	85,251
2nd year	86,389
Nurse Manager Resource Support Unit	
1st year	85,251
2nd year	86,839
Nurse Manager	
Grade 1	
1st year	77,365
2nd year	78,940
Grade 2	
1st year	80,507
2nd year	82,101
Grade 3	
1st year	85,251
2nd year	86,839
Grade 4	
1st year	89,994
2nd year	91,572
Grade 5	
1st year	94,715
2nd year	96,315
Grade 6	
1st year	99,471
2nd year	100,939
Grade 7	
1st year	107,358
2nd year	108,946
Grade 8	
1st year	115,251
2nd year	116,828

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Description	4% First full pay period to commence on or after 01/07/07 \$
1	9(i) & (ii)	Registered nurse in charge of unit in absence of RUNM or in charge of a Residence of not more than 100 resident clients.	24.10 per shift
2	9(iv)	Registered nurse designated as the Rover in charge of residential centre after hours (Lachlan, Riverside)	24.10 per shift
3	9(iii)	Registered nurse in charge of unit in absence of RUNM and in charge of a Residence of not more than 100 resident clients.	36.20 per shift
4	9(v)	Registered nurse designated as the Rover in charge of a residential centre after hours (Peat Island, Kanangra)	36.20 per shift
5	11(i)	Uniform allowance	5.02 per week
	11(iii)(a)	Shoe allowance	1.55 per week
	11(iii)(b)	Stocking allowance	2.60 per week
	11(iii)(c)	Sock allowance	0.51 per week
	11(iv)	Laundry allowance	4.18 per week

P. J. CONNOR, Commissioner

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**PAINT AND VARNISH MAKERS, &c. (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1144 of 2008)

Before Commissioner Connor

14 August 2008

**VARIATION**

1. Delete clause 4, Wages, of the award published 30 May 2008 (365 I.G. 1778), and insert in lieu thereof the following:

**4. Wages**

The minimum rates of pay for weekly employees shall be as set out in Table 1 and Table 2 of Part B Monetary Rates.

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.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification Grade	Former rate of pay per week \$	SWC - 2008 %	Total rate per week \$
1	574.20	4.0	597.20
2	586.20	4.0	609.60
3	597.70	4.0	621.60
4	618.60	4.0	643.30
5	646.30	4.0	672.20

**Table 2 - Wage Rates - Laboratory Employees**

Classification Grade	Former rate of pay per week \$	SWC - 2008 %	Total rate per week \$
1	574.20	4.0	597.20
1A	586.20	4.0	609.60
2A	597.70	4.0	621.60
2B	659.90	4.0	686.30
2C	678.80	4.0	706.00
3	699.60	4.0	727.60

4	720.50	4.0	749.30
5	762.20	4.0	792.70
6	803.90	4.0	836.10
7	824.80	4.0	857.80

**Table 3 - Allowances**

Item No.	Clause No.	Brief Description	Amount (\$)
1	5(i)(a)	Leading Hand: 1-10 employees	31.82
2	5(i)(b)	Leading Hand: 11 or more employees	45.16
3	5(ii)	Storeperson Working Singly	17.04
4	8(ii)	First Aid Allowance	16.30
5	17	Meal Allowance	13.09
6	39(i)	Excess fares - transfer	0.67 per km
7	39(ii)	Excess fares normal work site	0.67 per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 5 September 2008.

P. J. CONNOR, Commissioner

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**PHOTOGRAPHIC INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1142 of 2008)

Before Commissioner Connor

14 August 2008

**VARIATION**

1. Delete subclause (i), of clause 4, Wages, of the award published 25 January 2001 (321 I.G. 1060) and insert in lieu thereof the following:

- (i) The minimum rates of pay for weekly employees in the classifications prescribed in this Award shall be set out in Table 1 - Wages, of Part B, Monetary Rates. The rates for allowances shall be as set out in Tables 2 - Allowances.

Junior Employees - The minimum rate of pay for junior employees, wherever employed, shall be calculated by reference to the percentages of the total rates provided for adult employees as set out in the said Table 1.

The rates of pay in this award include the adjustments payable under the State Wage Case of July 2008. These adjustments may be offset against:

- (a) any equivalent over-award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Rate \$	SWC 2008 %	Rate Per week \$
Section A - Portrait, Advertising and Commercial Studios			
Photographer	580.60	4.0	603.80
Retoucher	570.30	4.0	593.10
Artist	570.30	4.0	593.10
Photographer's Assistant	562.80	4.0	585.30
Collector	562.80	4.0	585.30
Clerk/Receptionist	557.90	4.0	580.20
Employees not elsewhere classified -			
First three months	541.40	4.0	563.10
Thereafter	557.90	4.0	580.20

Section B - Developing, Printing and Finishing Establishments (other than mini-labs):			
Group 1 - Colour Filter Determinator Custom Colour Enlargement Printer Colour Printer Controller Microfilm Service Operator	604.70	4.0	628.90
Group 2 - Rack and Tank Colour Film Processor Colour Enlargement Printer Colour Quality Corrector Kit Mixing Operator Colour Printer Operator Microfilm Continuous Processing Operator	589.50	4.0	613.10
Group 3 - Rack and Tank Black and White Film Processor Black and White Enlargement Printer Black and White Printer Operator X-ray, Sheet Film and Sensitised Paper Finisher	572.90	4.0	595.80
Group 4 - Microfilm Operator Clerk/Receptionist	557.90	4.0	580.20
Group 5 - Employees not elsewhere classified - First three months	541.40	4.0	563.10
Thereafter	557.90	4.0	580.20
Section C - Mini-labs:			
Amateur Photo Finisher - Printing Machine Operator	566.70	4.0	589.40
Employees not elsewhere classified: First three months	541.40	4.0	563.10
Thereafter	557.90	4.0	580.20
<b>Section D - Junior Rates:</b>			
Percentage of Adult Rate of Pay			
At 16 years of age .....	50	First three months (563.10)	
At 17 years of age .....	60	Thereafter (580.20)	
At 18 years of age .....	70		
At 19 years of age .....	80		
At 20 years of age .....	90		

**Table 2 - Allowances**

Item No	Clause No	Brief Description	Amount \$
1	5(i)	Leading hand allowance	26.00
2	5(ii)	TAFE Photography Certificate	14.70
3	5(iv)	Excess fares allowance	12.60 per week 2.52 per day
4	5(v)	Meal money - 1st meal	12.60
5	5(v)	Meal money - 2nd and subsequent meals	12.60
6	5(vi)	Locomotion allowance - Standing charge - vehicles up to 2 litres (2,000cc)	237.50

7	5(vi)	Locomotion allowance - Running charge - vehicles up to 2 litres (2,000cc)	0.31
8	5(vi)	Locomotion allowance - Standing charge - vehicles over 2 litres (2,000cc)	281.80
9	5(vi)	Locomotion allowance - Running charge - vehicles over 2 litres (2,000cc)	0.36
10	5(vi)	Kilometre allowance - vehicles up to 2 litres (2,000cc)	0.51
11	5(vi)	Kilometre allowance - vehicle over 2 litres (2,000cc)	0.62
12	5(vii)	First-aid allowance	14.10

3. This variation shall take effect from the beginning of the first pay period to commence on or after 30 November 2008.

P. J. CONNOR, Commissioner

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**PLANT, &c., OPERATORS ON CONSTRUCTION (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

**VARIATION**

1. Delete the tables appearing in paragraphs (e) and (f) of subclause (1) of clause 5, Wage Rates, of the award published 16 November 2001 (329 I.G. 625), and insert in lieu thereof the following:

Broadbanded Award Classification	New CW Classification	SWC 2007 Rate Eff. 10/07/07 \$	SWC 2008 %	New Rate Eff. 5/08/08 \$
Group A	CW3	618.30	4%	643.00
Group B	CW4	639.20	4%	664.80
Group C	CW5	660.00	4%	686.40
Group D	CW5	660.00	4%	686.40
Group E	CW5	660.00	4%	686.40
Group F	CW6	678.90	4%	706.10
Group G	CW6	678.90	4%	706.10
Group H	CW7	699.70	4%	727.70

Classification	Effective 5 August 2008 \$
CW8	751.50
CW7	727.70
CW6	706.10
CW5	686.40
CW4	664.80
CW3	643.00
CW2	623.60
CW1(d)	609.60
CW1(c)	597.60
CW1(b)	588.80
CW1(a)	575.80

2. Delete subclause (4) of the said clause 5, and insert in lieu thereof the following:

- (4) 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.

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

Classification	Rate per week
	\$
The rates of pay in this table represent the rates applicable to employees covered by this award and come about as a result of the insertion of the new classification structure. The new classification structure is subject to a transitional period. Accordingly, the rates of pay in this table do not apply until the transitional period is complete. See clauses 5(1)(e) and 5(1)(f) for the rates of pay applicable during the transitional period.	
Construction Worker Level 8 - CW8	751.50
Construction Worker Level 7 - CW7	727.70
Construction Worker Level 6 - CW6	706.10
Construction Worker Level 5 - CW5	686.40
Construction Worker Level 4 - CW4	664.80
Construction Worker Level 3 - CW3	643.00
Construction Worker Level 2 - CW2	623.60
Construction Worker Level 1 - CW1(d)	609.60
Construction Worker Level 1 - CW1(c)	597.60
Construction Worker Level 1 - CW1(b)	588.80
Construction Worker Level 1 - CW1(a)	575.80

**Table 2 - Other Rates and Allowances**

Item	Clause	Brief Description	Amount \$
1	5(5)(i)	Operator in charge of plant	15.32 per week
2	5(5)(ii)(a)	Industry allowance	24.40 per week
4	5(5)(iii)	Employees engaged in waste disposal depots	1.13 per hour
5	5(5)(iv)	Leading hands - In charge of more than 2 and up to 5 employees In charge of more than 5 and up to 10 employees In charge of more than 10 employees	21.60 per week 30.50 per week 38.80 per week
6	5(5)(v)	Special Allowance - Employees within A.I. & S, Port Kembla	0.86 per hour
7	5(5)(vi)	Employees involved in road construction work in the Illawarra region near coal wash	0.55 per hour
8	14(ii)	Meal Allowance each subsequent meal	11.30 per meal 9.30 per meal
9	5(2)	Floating/Mobile/other cranes for every 5 tonnes in excess of 20 tonnes a fixed amount of;	1.80
10	31(i)(a)	Excess Fares Small Fares	15.40 per day 5.90 per day
	31(i)(b)	Travel Pattern Loading	7.25 per week
11	31(iv)(a)	Travel in excess of 40 kilometres from the depot Minimum Payment	0.83 per km 15.40 per day
	31(iv)(b)	Use of Own Vehicle	0.83 per km
	31(iv)(c)	Road Escort - Own Vehicle	0.83 per km
	31(iv)(d)	Transfer - One job to another Own Vehicle	0.83 per km
12	31(v)	Carrying of Fuels Oils and/or grease	9.24 per day

13	33(iii)(a) 33(iii)(b)	Country Work Allowance Unbroken Week Broken Week	390.20 per week 55.80 per day
14	33(iii)(c)(1)	Travel Allowance - Weekend Return	31.20 per occasion
15	33(v)	Meal Allowance whilst travelling	11.30 per meal
16	34(xv)(a)	Camping Area - Weekend return	31.20 per occasion
17	35(ii)	Caravan Allowance Unbroken Week Broken Week	182.20 per week 26.00 per day
18	37(i)	Employees working in the west and north districts of the State Employees working in the western districts of the State	1.16 per day 1.92 per day
19	37(ii)	Employees working in the southern districts of the State	1.92 per day
20	38(x)(c)(v)(A)	First-Aid Allowance	2.35 per day
21	38(x)(c)(v)(B)	First-Aid Allowance	3.70 per day
22	38(xi)(d)	Employee engaged in lime work	0.55 per hour

4. This variation shall take effect from the beginning of the first pay period to commence on or after 5 August 2008.

I. W. CAMBRIDGE, Commissioner

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(537)

SERIAL C6736

## PLASTERERS, SHOP HANDS AND CASTERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1105 of 2008)

Before Commissioner Cambridge

3 September 2008

### VARIATION

1. Delete clause 3, Wages of the award published 22 April 2005 (350 I.G. 331), and insert in lieu thereof the following:

#### 3. Wages

- (i) The following minimum rates of pay shall be paid to adult employees:

	Total Rate Eff 10/07/07 \$	SWC 2008 %	Total Rate Eff 05/08/08 \$
Classification			
Shop Hand	618.30	4%	643.00
Caster	532.90	4%	554.20
Mechanical Cornice Attendant & Operator	531.40	4% + 0.05	552.70
Cornice Machine Attendant	531.40	4% + 0.05	552.70
All Others	531.40	4% + 0.05	552.70

Tool Allowances	\$
Shop Hand	3.40
Caster	1.40

- (ii) Junior casters minimum rates of pay shall be the rates set out hereunder calculated to the nearest five cents, any fraction of five cents in the result not exceeding half of five cents to be disregarded:

Percentage of the sum of the total wage assigned to an adult caster

	Percentage per week
1st year	48
2nd year	68
3rd year	90

- (iii) Casual Employees - A casual employee, that is an employee engaged for less than forty hours per week, shall be paid one-fifth of the weekly rate plus 10 per centum per day or portion thereof.
- (iv) Leading Hands:
- (a) An employee appointed to be in charge of more than two and up to and including five employees shall be a leading hand and shall be paid \$16.70 per week extra.

- (b) An employee appointed to be in charge of more than five and up to and including ten employees shall be a leading hand and shall be paid \$21.10 per week extra.
  - (c) An employee appointed to be in charge of more than ten employees shall be a leading hand and shall be paid \$29.70 per week extra.
  - (v) Where an employee is sent from a shop to a job to perform casters and/or fibrous fixers and gypsum plasterboard fixers' work the worker shall be paid the hourly rates and conditions applying to fixers in the Building and Construction Industry (State) Award whilst he or she is actually employed on this work and this hourly rate shall be paid in lieu of normal pay.
2. Delete clause 4, State Wage Case Adjustments, and insert in lieu thereof the following:

#### **4. State Wage Case Adjustments**

The rates of pay in this award include the adjustments payable under State Wage Case 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
3. This variation shall take effect from the beginning of the first pay period to commence on or after 5 August 2008.

I. W. CAMBRIDGE, Commissioner

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**PLUMBERS AND GASFITTERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6551 published 30 May 2008

(365 I.G. 1817)

(No. IRC 367 of 2008)

**CORRECTION**

Delete instruction 2 of the variation published 30 May 2008 (365 I.G. 187) and substitute the following new instruction:

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (i) Wages - effective first full pay period on or after 25 March 2008

Item No.	Clause No.	Classification	Amount \$
1	6.2.(a)(i)	Journeyman Plumber Base Weekly Rate	369.10
	6.2.(a)(iii)	Arbitrated Safety Net Adjustments	199.00 p/w
		Hourly Rate	18.91 p/h
2	6.2(c)(i)	Ships Plumber Base Weekly Rate	369.10
	6.2(c)(iii)	Arbitrated Safety Net Adjustments	199.00
		Hourly Rate	18.60

- (ii) Wages Apprentices

Indentured Apprentices - For apprentices employed by employers bound by this award, other than those employed ship's plumbing, the following wage rates shall apply:

Years of Service	Former Rate per week \$	Industry Allowance \$	Special Allowance \$	SWC 2007 \$	Total per week \$
<b>Building Industry</b>					
1st Year	202.60	23.40	17.10	8.11	251.01
2nd Year	296.10	23.40	25.30	11.86	356.66
3rd Year	390.00	23.40	32.50	15.60	461.50
4th Year	458.70	23.40	38.70	18.30	539.10
<b>All Other Apprentices</b>					
1st Year	202.60			8.11	210.71
2nd Year	296.10			11.86	307.96
3rd Year	390.00			15.60	405.60
4th Year	458.70			18.30	477.00

## Trainee Apprentices

Years of Service	Former Rate per week \$	Industry Allowance \$	Special Allowance \$	SWC 2007 \$	Total per week \$
<b>Building Industry</b>					
1st Year	228.80	23.40	18.40	9.15	279.75
2nd Year	332.80	23.40	27.90	13.31	397.41
3rd Year	430.50	23.40	35.30	17.22	506.42
4th Year	484.30	23.40	43.10	19.37	570.17
<b>All Other Apprentices</b>					
1st Year	228.80			9.15	237.95
2nd Year	332.80			13.31	346.11
3rd Year	430.50			17.22	447.72
4th Year	484.30			19.37	503.67

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Current Amount	SWC 2007 Adjustment effective from FFPP 2/4/2008
1	6(2)(a)(i), (ii),(iii)  6(2)(b)	Journeyman Plumber (Other than Ship's Plumber) - Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Amount deducted from hourly rate of journeyman plumber for Drainer	22.50 per week 22.50 per week 52.10 per week 7.70 per week 0.60 per hour  0.05	23.40 per week 23.40 per week 52.10 per week 7.70 per week 0.62 per hour  0.05
2	6(2)(c)(i),(ii), (iii),(iv)  6(2)(d)(iii)(a)	Ship's Plumber -  Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Ships Plumbers Apprentice	  11.90 per week 22.50 per week 52.10 per week 7.70 per week 0.60 per hour 4.98 per week	  12.38 per week 23.40 per week 52.10 per week 7.70 per week 0.62 per hour 5.18 per week
3	7(i)(a)	Plumber's Licence	0.77 per hour	0.80 per hour
4	7(i)(b)	Gasfitter's Licence	0.77 per hour	0.80 per hour
5	7(i)(c)	Drainer's Licence	0.67 per hour	0.70 per hour
6	7(i)(d)	Plumber's and Gasfitter's Licence	1.04 per hour	1.08 per hour
7	7(i)(e)	Plumber's and Drainer's Licence	1.04 per hour	1.08 per hour
8	7(i)(f)	Gasfitter's and drainer's Licence	1.04 per hour	1.08 per hour
9	7(i)(g)	Plumber's gasfitter's and Drainer's Licence	1.43per hour	1.49 per hour
10	7(ii)	Licensed Drainer	0.67 per hour	0.70 per hour
11	7(iii)(a)	Lead Burner	0.68 per hour	0.71 per hour
12	7(iii)(b)	Lead Burner in Chemical Works	0.94 per hour	0.98 per hour
13	7(iii)(c)(1)	Oxyacetylene or Electric Welding Certificate Minimum Payment	0.48 per hour 3.37 per day	0.50 per hour 3.50 per day
14	7(iii)(c)(2)	Certificate Holder performing welding to AS4041-1998 Minimum Minimum Payment	0.70 per hour 5.36 per day	0.73 per hour 5.57 per day

15	7(iii)(d)	Computing quantities or make-up estimates	0.51 per hour	0.53 per hour
16	8(i)	Tool Allowance Apprentices	22.50 per week	23.40 per week
17	9	Leading Hands - In charge of up to two employees In charge of three to five employees In charge of six to ten employees In charge of ten or more employees	0.70 per hour 0.83 per hour 1.08 per hour 1.37 per hour	0.73 per hour 0.86 per hour 1.12 per hour 1.42 per hour
18	10	Employed on any chokage or oil chokage etc.	5.77 per day	6.00 per day
19	11(i)	Wet Work	0.51 per hour	0.53 per hour
20	11(ii)	Insulation material	0.63 per hour	0.66 per hour
21	11(iii)	Cold Work	0.51 per hour	0.53 per hour
22	11(iv)	Work on WC,s, urinals, soil or waste pipes where used principally by venereal patients	0.63 per hour	0.66 per hour
23	11(v)	Hot Work between 46 and 54 degrees Celsius exceeding 54 degrees Celsius	0.49 per hour 0.63 per hour	0.51 per hour 0.66 per hour
24	11(vi)	Work with second-hand materials of an unusually dirty or offensive nature	0.51 per hour	0.53 per day
25	11(vii)	Employed inside buildings where chlorine gas and/or hydrogen sulphide gas re-manufactured	0.64 per day	0.67 per day
26	11(viii)	Engaged on electric welding applicable to plumbing	0.12 per hour	0.13 per hour
27	11(ix)	Operator of explosive powered tools	1.21 per day	1.26 per day
28	11(x)(a)	Work in maximum security	1.30 per hour	1.35 per hour
29	11(x)(b)	Work in a geriatric hospital	0.35 per hour	0.36 per hour
30	11(xi)	Roof Repairs Minimum Payment	0.72 per hour 0.72	0.75 per hour 0.75
31	11(xiii)	Employed in mental institutions	0.43 per hour	0.45 per hour
32	11(xiv)	Engaged in tunnel and sewer work and in underground shafts exceeding 3 metres in depth	0.52 per hour	0.54 per hour
33	11(xv)	Engaged on alterations or repairs to boilers, flues, furnaces, retorts and kilns	1.36 per hour	1.41 per hour
34	11(xvi)	Engaged on the construction of chimneys and air shafts where construction exceeded 15 metres in height Additional amount for work above each further 15 metres	0.51 per hour 0.51 per hour	0.53 per hour 0.53 per hour
35	11(xvii)	Employees required to work in a bosun's chair or on a swinging scaffold - First 4 hours For each hour thereafter	3.69 0.76per hour	3.84 0.79 per hour
36	11(xviii)	Work on any structure at a height of more than 12.2 metres	0.51 per hour	0.53 per hour
37	11(xix)	Employees in sanitary works	5.67 per day	5.90 per day
38	11(xx)	Employees in slaughtering yards	0.34 per hour	0.35 per hour
39	11(xxii)(a)	Employees working west and north of and excluding State Highway No 17 etc., up to the Western Division	0.83 per day	0.86 per day
40	11(xxii)(b)	Employees working in the Western Division	1.36 per day	1.41 per day

41	11(xxii)(c)	Employees working in the southern districts	1.36 per day	1.41 per day
42	11(xxiii)	Engaged in cramped position or without sufficient ventilation	0.63 per hour	0.66 per hour
43	11(xxiv)	Employees required to use materials containing asbestos or to work near asbestos	0.63 per hour	0.66 per hour
44	11(xxv)	Towers Allowance Exceeding 15 metres - for all work above metres For work above each further 15 metres	0.51 per hour 0.51 per hour	0.53 per hour 0.53 per hour
45	11(xxvi)(c)	Toxic Substances Employees using Employees working in close proximity	0.63 per hour 0.51 per hour	0.66 per hour 0.53 per hour
46	11(xxxi)(d)	Engaged in asbestos eradication	1.71 per hour	1.78 per hour
47	12(i)	Employees working in ballast tanks, oil tanks and side tanks	0.63 per hour	0.66 per hour
48	12(ii)	Employees working in ship's bilges or under engine room or boiler room flooring	0.46 per hour	0.48 per hour
49	12(iii)	Employees working in and around diesel engines	0.46 per hour	0.48 per hour
50	12(iv)	Employees working in a confined space	0.67 per hour	0.70 per hour
51	12(v)(1)	Employees working inside a hull	0.80 per hour	0.83 per hour
52	12(v)(2)	Employees working in torpedo tube compartments, ballast tanks, oil tanks, below floor plates	1.45 per hour	1.51 per hour
53	12(vi)	Plumber in pipe laundry	1.03 per hour	1.07 per hour
54	13(iii)	Multi-story Allowance - From commencement to 15th floor from 16th to 30th floor from 31st to 45th floor from 46th to 60th floor From 61st floor onwards	0.41 per hour 0.49 per hour 0.76 per hour 0.98 per hour 1.22 per hour	0.43 per hour 0.51 per hour 0.79 per hour 1.02 per hour 1.27 per hour
55	14(1)(a)(c)	Fares Allowance	12.60 per day	13.80 per day
56	14(I)(h)	km Allowance	0.69 km	0.75 km
57	14(I)(j)(b)(ii)	km Allowance	0.37 km	0.40 km
58	15(i)	Travelling Allowance (within the counties of Cumberland, Northumberland or Camden) - Apprentices - 1st year 2nd year 3rd year 4th year	11.80 per day 12.25 per day 12.30 per day 12.50 per day	12.30 per day 12.75 per day 12.80 per day 13.00 per day
		Travelling Allowance (in the cities of Penrith, Newcastle or Campbelltown) - Apprentices		
59	15(ii)	1st year 2nd year 3rd year 4th year	11.80 per day 12.25 per day 12.30 per day 12.50 per day	12.30 per day 12.75 per day 12.80 per day 13.00 per day
60	16(ii)(b)	Living Away Allowance	303.10 per week 43.40 per day	348.30 per week 49.80 per day
61	16(iii)(a)(iii)	Travel Meal Allowance	8.60	10.20 per hour
62	16(iii)(b)	Travel Allowance - Return Journey	15.30	16.60
63	16(v)(a)	Travel Allowance - Weekend Return	25.70	

				28.00
64	16(v)(b)	Camping Allowance	130.35 per week 19.10 per day	138.80 per week 19.90 per day
65	17(iii)(d)	Travel Allowance Apprentices	15.30	16.60
66	17(iv)	Living Away Allowance Apprentices	303.10 per week	323.78 per week
67	18(iii)(iv)(a)	Return Home Allowance	25.70	28.00
68	18(vi)(b)	Living Away Allowance	303.10 per week	323.78 per week
69	19(i)(ii)(b)	Living Away Allowance Apprentices	303.10 per week	323.78 per week
70	19(ii)(a)	Return Home Allowance	25.70	28.00 per hour
71	20(ii),(vii)(c)	Meal Money	8.60	10.20
72	21(v)	Meal Money	8.60	10.20
73	43(ii)	First-aid Allowance	2.17 per day	2.26
74	47(b)(i)	Tool Refurbishment	1,182.00	1,308.00

G. M. GRIMSON *Industrial Registrar.*

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## **POULTRY INDUSTRY LIVESTOCK (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6121 published 26 October 2007

(364 I.G. 222)

(No. IRC 1165 of 2007)

### **CORRECTION**

For instruction "2." delete the amounts "2.10", "112.60" and "22.60" appearing under the columns headed "SWC 2007 Amount" against Items 1, 7, and 8 respectively, in Table 2 - Other Rates and Allowances, and replace with:

"2.15", "108.55" and "21.80"

G. M. GRIMSON *Industrial Registrar.*

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**POULTRY INDUSTRY LIVESTOCK (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1243 of 2008)

Before Commissioner Connor

14 August 2008

**VARIATION**

1. Delete paragraph (a) of subclause (i) of clause 4, Integrated Wage Structure, of the award published 8 February 2002 (331 I.G. 93), and insert in lieu thereof the following:
  - (a) 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 over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment 4% \$	SWC 2008 Amount \$
Farm Transporter - Two Axle	638.30	25.50	663.80
Farm Transporter	604.20	24.20	628.40
Certified Rural Tradesperson	618.20	24.70	642.90
Farm Maintenance Worker	582.80	23.30	606.10
Stock Hand	555.80	22.20	578.00
Hatchery Assistant	545.30	21.80	567.10
Farm Hand	541.10	21.60	562.70
General Hand	524.40	21.00	545.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	4(i)	First-aid allowance p/day	2.15	2.25
2	4(i)	Meal allowance p/day	10.70	11.40
3	4(i)	Leading Hand - Large Group per week	24.50	25.50
4	4(i)	Leading Hand - Small Group per week	17.80	18.50
5	4(ii)(g)	Motor allowance for vehicle up to 2,000 cc per km	0.51	0.56
6	4(ii)(g)	Motor allowance for vehicle over 2,000 cc p/ km	0.61	0.67

7	4(ii)(h)	Required to provide a car (full-time employee) per week	108.55	119.90
8	4(ii)(h)	Required to provide a car (part-time employee) p/day	21.80	24.10
9	4(ii)(h)	For each km travelled per km	0.34	0.38
10	5	Laundry allowance p/day	2.10	2.20
11	8(iii)	Unplanned overtime meal allowance	10.70	11.40

"Note": These allowances are contemporary for expense related allowances as at 30 June 2008 and for work related allowances are inclusive of adjustment in accordance with the June 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2008.

P. J. CONNOR, Commissioner

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## POULTRY INDUSTRY PREPARATION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1267 of 2008)

Before Commissioner Tabbaa

19 August 2008

### VARIATION

1. Delete subclause 13.2 of clause 13, Wages, of the award published 14 June 2002 (344 I.G. 322) and insert in lieu thereof the following:
  - 13.2 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 over-award payments; and/or
    - (ii) award increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
  
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Skill Level	Minimum Rate Per Week \$
Leading Hand - Large Group	37.60
Leading Hand - Small Group	22.54
Level 1	565.30
Level 2	582.70
Level 3	591.70
Level 4	600.10
Level 5	608.70
Level 6	642.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Description	Amount \$
1	14.1	Operate Forklift	3.64 per day
2	14.2	Operate Crane and Hoist	7.62 per day
3	14.3	Hanging live Poultry	0.38 per hour
4	14.4	Laundry Allowance	2.61 per day
5	14.5.3	Up to and including 2000cc	0.41
		Over 2000cc	0.48

6	14.5.4	Required to provide motor car	85.77 per week
		Required to provide motor car if part time or casual	16.87 per day used
		For each km travelled	0.29 per km
7	14.7	Below 4 degrees	0.19 per hour
		Below minus 16 degrees	0.47 per hour
		Below minus 18 degrees	0.83 per hour
		Below minus 20 degrees	1.28 per hour
8		Location Allowance	0.84 per hour
9		Meal Allowance	9.27

3. This variation shall come into effect from the first full pay period on or after 7 February 2009.

I. TABBAA, Commissioner

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## PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 1208 of 2008)

Before Commissioner Ritchie

5 August 2008

### AWARD

### PART A

#### 1. Arrangement

Clause No.	Subject Matter
38.	Accommodation and Board
30.	Annual Leave
31.	Annual Leave Loading
49.	Anti-discrimination
60.	Area, Incidence and Duration
1.	Arrangement
21.	Car Allowance
56.	Career Break Scheme
14.	Climatic and Isolation Allowances
58.	Commitments During Life of this Award
13.	Continuing Education Allowance
52.	Deduction of Union Membership Fees
3.	Definitions
41.	Deputy Directors of Nursing, Assistant Directors of Nursing
48.	Disputes
44.	Domestic Work
26.	Escort Duty
50.	Exemptions
32.	Family and Community Services Leave and Personal/Carers' Leave
16.	Fares and Expenses
39.	Grading Committee
40.	Grading of Nurse/Midwife Manager Positions
24.	Higher Grade Duty
7.	Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education
4.	Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
6.	Introduction of Change
46.	Labour Flexibility
55.	Learning and Development Leave
59.	Leave Reserved
33.	Long Service Leave
34.	Maternity, Adoption and Parental Leave
43.	Medical Examination of Nurses

- 35. Military Leave
- 20. Mobility, Excess Fares & Travelling
- 2. No Extra Claims
- 57. Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses
- 25. Overtime
- 29. Part-time, Casual and Temporary Employees
- 27. Payment and Particulars of Salaries
- 15. Penalty Rates for Shift Work and Weekend Work
- 5. Pilot Roster Projects
- 42. Proportion
- 22. Provision of Communication Device
- 53. Reasonable Workloads for Nurses
- 28. Registration or Enrolment Pending
- 36. Repatriation Leave
- 47. Right of Entry
- 8. Rosters
- 9. Salaries
- 51. Salary Packaging
- 10. Salary Sacrifice to Superannuation
- 37. Sick Leave
- 12. Special Allowances
- 17. Special Rates and Conditions
- 18. Telephone Allowance
- 45. Termination of Employment
- 54. Trade Union Activities
- 19. Trainee Enrolled Nurses
- 11. Transitional Arrangements - Registered Nurse Incremental Scale
- 23. Uniform and Laundry Allowances

#### PART B

#### MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

### 2. No Extra Claims

There shall be no further salary or conditions claims made during the term of this Award, that is, to 30 June 2010, except as provided for in the Memorandum of Understanding between the NSW Department of Health and the NSW Nurses' Association dated 4 July 2008.

### 3. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

"ADA" means the adjusted daily average of occupied beds, calculated in accordance with the following formula:

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

Daily Average =  $\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$

Neo-natal Adjustment =  $\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$

Non-inpatient =  $\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions \* 1.3) plus the equivalent number of Dental NIOOS (Non- inpatient Dental Flow \* 3.8).

"Ambulance Service" means the Ambulance Service of NSW.

"Area Health Service" means an Area Health Service established pursuant to the provisions of the *Health Services Act* of 1997, including all public hospitals, facilities and other establishments and health services under the control and management thereof.

"Area Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse Managers.

"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing/midwifery duties in a public hospital or public health organisation.

"Assistant Director of Nursing/Midwifery" - refer to Schedule 1, Nurse Managers.

"Association" means the New South Wales Nurses' Association.

"Association delegate" means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

"Board" means the Nurses' and Midwives' Board of New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Clinical Nurse Educator/Clinical Midwife Educator" means a Registered Nurse/ Midwife appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwife education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;

- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1" means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years experience in the relevant specialist field.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:

- (a) actively contributes to the development of clinical practice in the ward/unit/service;
- (b) acts as a resource and mentor to others in relation to clinical practice; and
- (c) actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2" means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

Exercises extended autonomy of decision making;

Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:

leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or

specialist clinical practice across a small or medium sized health facility/sector/service; or

primary case management of a complete episode of care; or

primary case management of a continuum of specialty care involving both inpatient and community based services; or

an authorised extended role within the scope of Registered Nurse/Midwifery practice.



Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

"Deferred Salary Leave Year" means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

"Department" means the NSW Department of Health.

"Deputy Director of Nursing" - refer to Schedule 1, Nurse/Midwife Managers.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse - Medication Endorsement" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Enrolled Nurse - Special Grade" means an enrolled nurse, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Department from time to time.

"Enrolled Nurse - Special Grade, Medication Endorsement" means an enrolled nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area and endorsed to administer medications by the Board. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Department from time to time.

"Experience" in relation to a trainee enrolled nurse or assistant in nursing, means experience both before and/or after the commencement of this Award, whether within New South Wales or elsewhere and, in the case of a

trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

"Flight Nurse" means a registered nurse employed by the Ambulance Service who is engaged in nursing duties with the Ambulance Service of New South Wales.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Health service" means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service,
- (e) any environmental health service,
- (f) any other service (including any service of a class or description prescribed by the Regulations of the Health Service act 1997) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

"Industry of nursing" means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or the Ambulance Service of New South Wales as defined in s.4 of the *Ambulance Services Act 1990*, or their successors, assignees or transmittes.

"Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse/Midwife Managers.

"Nurse Educator/Midwife Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

A Nurse Educator/Midwife Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs at the public hospital, or the community based service level.

Nurse/Midwife education courses/programs shall mean courses/programs such as:

Post-registration certificates;

Continuing nurse/midwife education;

Transition programs for newly registered nurses and midwives and newly enrolled nurses;

Trainee enrolled nurse programs;

Post-enrolment enrolled nurses' courses; and,

General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 shall be responsible for one of the following:

A nursing/midwifery education portfolio (including but not limited to a transition program, trainee enrolled nurse, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;

A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or

A nursing/midwifery education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 3" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 shall be responsible for one of the following:

A comprehensive nursing/midwifery education program across an area health service, a sector of an area health service or in a tertiary referral public hospital or affiliated health organisation; or

The nurse education service of a public hospital or affiliated health organization (excluding a tertiary referral hospital), group of hospitals or health facility.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse/Midwife Manager" means any employee who is allocated to a nurse manager grade in accordance with Clause 40 of this award.

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such to a position approved by the Director General and who is authorised by the Nurses' and Midwives' Board of New South Wales, pursuant to Section 19A of the *Nurses Act 1991*, to practice as a nurse practitioner.

"Nurse/Midwife Practitioner Year 3 and Thereafter" means a registered nurse/midwife appointed as such to a position approved by the Director-General and who is authorised by the Nurses' and Midwives' Board of New South Wales, pursuant to section 19A of the *Nurses Act 1991*, to practice as a Nurse Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the *Nurses Act 1991*.

Provided that a Nurse/Midwife Practitioner shall not progress or be appointed to Nurse/Midwife Practitioner Year 3 until completion of twelve months' service at the Year 2 rate, and to the Thereafter rate until completion of twelve months' service at the Year 3 rate. Accordingly, a Nurse/Midwife Practitioner cannot be appointed directly to Nurse/Midwife Practitioner Year 3 and Thereafter."

"Nursing/Midwifery Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and shall include:

"Nursing/Midwifery Unit Manager Level 1", whose responsibilities include:

(a) CO-ORDINATION OF PATIENT SERVICES -

liaison with all health care disciplines for the provision of services to meet patient needs:

the orchestration of services to meet patient needs after discharge;

monitoring catering and transport services.

(b) UNIT MANAGEMENT -

implementation of hospital/health service policy:

dissemination of information to all personnel;

ensuring environmental safety;

monitoring the use and maintenance of equipment;

monitoring the supply and use of stock and supplies;

monitoring cleaning services.

(c) NURSING STAFF MANAGEMENT -

direction, co-ordination and supervision of nursing activities;

training, appraisal and counselling of nursing staff;

rostering and/or allocation of nursing staff;

development and/or implementation of new nursing practice according to patient need.

Provided that the classification of Nursing/Midwifery Unit Manager Level 1 shall include those registered nurses who, as at 27 June 1986, were appointed as Charge Nurses or Supervisors of 20 but less than 50 beds or who were appointed at a rate of pay equal to the latter.

"Nursing/Midwifery Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

"Nursing/Midwifery Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

Provided further, in relation to those nurses classified in accordance with this definition as Nursing/Midwifery Unit Managers on the basis of their former appointment as Charge Nurses or Supervisors, as the case may be, that nothing in this definition shall prevent them from being considered for regrading at any time after 27 June 1986.

"Public Health Organisation" means:

(a) an area health service, or:

(b) a statutory health corporation, or;

(c) an affiliated health organisation in respect of its recognised establishments and recognised services.

"Public Hospital" means:

- (a) a hospital controlled by an area health service, or;
- (b) a hospital controlled by a statutory health corporation, or;
- (c) a hospital that is a recognised establishment of an affiliated health organisation, or;
- (d) a hospital controlled by the Crown (including the Minister or the Director-General of Health).

"Registered Nurse" means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

"Residential Care Nurse" means a person other than a registered nurse or enrolled nurse, who is employed in the delivery of nursing care to clients in residential settings conducted by or on behalf of public hospitals or public health organisations, and which are located either in the general community or in the grounds of public hospitals, excepting any "off campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service. The duties performed by Residential Care Nurses shall comprise assisting with the care of residents which may include the supervision, training and assistance of residents in the performance of household tasks such as laundry, kitchen, general maintenance or other personal support tasks.

"Senior Nurse/Midwife Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Department, or one of the following certificate or diploma courses:

Associate Diploma in Community Health -

College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Administration -

College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Education -

College of Nursing, Australia; N.S.W. College of Nursing,

Newcastle College of Advanced Education;

Certificate in Operating Theatre Management -

N.S.W. College of Nursing;

Certificate in Operating Theatre Technique -

College of Nursing, Australia;

Certificate in Coronary Care -

N.S.W. College of Nursing;

Certificate in Orthopaedic Nursing -

N.S.W. College of Nursing;

Certificate in Ward Management -

N.S.W. College of Nursing;

Midwife Tutor Diploma -

College of Nursing, Australia, or Central Midwives Board, London;

Occupational Health Nursing Certificate -

N.S.W. College of Nursing;

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Award shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

"Shift Worker" means a worker who is not a day worker as defined.

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

"Trainee Enrolled Nurse": refer to definition of "Trainee" in subclause (iii) definitions of clause 19 Trainee Enrolled Nurses.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

#### **4. Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education**

(i)

- (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(ii)

- (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(iii)

- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum (per NSW Health Policy Directive No. PD2005\_561), employees working 10 hour shifts are entitled

to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.

- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- (iv)
- (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, ie. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
  - (b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.
- (v)
- (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.
  - (b) Employees shall not be entitled to the provisions of paragraph (a) of subclauses (iii) and (v) of this clause (i.e. an additional day off as a consequence of a 38 hour week) when undertaking block training.
- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii)
- (a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
  - (b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
  - (c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous.
- (ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast -between 6am and 9am

Midday Meal - between 12 noon and 2pm

Evening Meal - between 5pm and 7pm

Night Meal - between 10pm and 2am.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

(x)

(a) One twenty minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.

(b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.

(c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.

(xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.

(xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.

(xiii) Employees who are lactating shall be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.

(xiv)

(a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.

(b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.

(c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.

(d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or to a registered nurse/midwife in charge as the case may be, who is employed permanently in charge at night.



- (e) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than 10 weeks in any one year of training.
- (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xvi)
  - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1pm and before 4pm.
  - (b) An employee at his or her request, may be given time free from duty in one or more periods but no period shall be less than one full day.
  - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xvii)
  - (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 12, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
  - (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
  - (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.
- (xviii) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

### 5. Pilot Roster Projects

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialing flexible roster practices may be implemented on the following basis:
  - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
  - (b) The terms shall include
    - (1) the duration of the project; and
    - (2) the conditions of the project; and
    - (3) the award provisions required to be overridden in order to implement the project; and

- (4) review mechanisms to assess the effectiveness of the project.
- (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
- (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.
- (iii) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
- (iv) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association shall be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
- (v) The following provisions shall apply to new 12 hour shift systems commencing on or after 1 July 2008:
  - (a) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
  - (b) The ordinary hours of work for each full time employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee shall be balanced over a six week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer, or  
  
The ordinary hours of work for each full time employee shall be 152 hours balanced over a four week period. The hours shall be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee shall be balanced over a four week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.
  - (c) Payment for full time employees shall be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
  - (d) The day shift may have a span of up to 12.5 hours and shall include one half hour unpaid meal break and two x 20 minute paid tea breaks.
  - (e) The night shift may have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
  - (f) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
  - (g) Employees shall not be rostered on single days off unless it is at the request of the employee.
  - (h) The minimum break between shifts shall be 11.5 hours.
  - (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
  - (j) No overtime shall be worked in conjunction with a 12 hour shift.

- (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
- (l) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks notice shall be required, or such lesser period of time as may be agreed to by the public health organisation.
- (m) Where a 12 hour shift system is in place management shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management determines after consultation with affected employees to cease a 12 hour shift system, three months notice of the intended cessation shall be given to employees.

## 6. Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Award, the employer shall notify the Association and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
  - termination of employment;
  - major changes in the composition, operation or size of the employer's workforce or in the skills required;
  - changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
  - the alteration of hours of work for a class or group of employees; or
  - the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (c) The employer shall discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer 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 in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer, Department or Director-General of Health; or is an exempt matter under the *Freedom of Information Act 1989*.
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of Clause 34 Maternity, Adoption and Parental Leave.
- (f) With respect to occupational health safety matters as referred to in the *Occupational Health and Safety Act 2000*, the provisions of that Act apply, and specifically the provisions under Division 2, "Duty to Consult", as varied from time to time

**7. Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education**

- (i) A Director of Nursing or Area Manager, Nurse Education shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (iii) A Director of Nursing or Area Manager, Nurse Education shall, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

**8. Rosters**

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

**9. Salaries**

- (i) The minimum salaries per week to be paid to employees shall be as set out in Table 1 of Part B.
- (ii) An Enrolled Nurse or Enrolled Nurse - Special Grade who is endorsed to administer medication will be classified and paid as an Enrolled Nurse - Medication Endorsement or Enrolled Nurse Special Grade - Medication Endorsement respectively from the commencement of the first full pay period following the issuing by the Board of their Letter of Endorsement to Administer Medication or Authority to Practice Certificate, Enrolled Nurse including Endorsement to Administer Medication, whichever is issued earlier.

Provided that an Enrolled Nurse - Medication Endorsement 1st year shall not progress to Enrolled Nurse - Medication Endorsement 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

**10. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in Clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election

must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment 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 salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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 employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

### 11. Transitional Arrangements - Registered Nurse Incremental Scale

- (i) For the purposes of this clause "transitional date" means the first pay period commencing on or after 1 March 1997.
- (ii) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause (iv). The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.
- (iii) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is; the transitional arrangements shall apply to all periods of employment under this award, which commence on or after the transitional date.
- (iv) Transitional Table:

Column A (Old incremental scale)	Column B (New incremental scale)
First year of service	First year of service
Second year of service	First year of service
Third year of service	Second year of service
Fourth year of service	Third year of service
Fifth year of service	Fourth year of service
Sixth year of service	Fifth year of service
Seventh year of service	Sixth year of service
Eighth year of service	Seventh year of service
UG1	Eighth year of service
Note: For the purposes of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purposes of this clause as a "UG1" qualification) shall enter the incremental scale on the second year of service.	

- (v) The year of service determined by this clause shall be the year of service only for the purposes of clause 9, Salaries. In particular this clause shall not affect the definition of service for the purposes of clause 30, Annual Leave; clause 37, Sick Leave or clause 33, Long Service Leave.
- (vi) A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

### 12. Special Allowances

- (i)
- (a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse shall be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.

- (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii)
- (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
  - (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
  - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.
  - (d) Where an employee on call leaves the public hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the Department for a "casual" user. The provisions of this paragraph shall apply to all employees.
  - (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 4, Grade 5 and Grade 6 when required to remain on call for the purpose of the performance of clinical duties.
- (iii)
- (a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she shall be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.
  - (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
  - (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the amount set in the said Item 6.
  - (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.
- (iv) An employee required to wear a lead apron shall be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee shall be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.
- (v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing/Midwifery Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance shall also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.

- (vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vii)
- (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
- (b) An employee rostered to be on call shall be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
  2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counselling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
  3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counselling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 25, Overtime.
- (viii) An enrolled nurse employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Item 18 of Table 2 of Part B.

### **13. Continuing Education Allowance**

- (i) An employee employed in the classification of Registered Nurse/Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position;
- (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;



- (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 shall be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (vi) An enrolled nurse, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (vii) Subject to the provisions in subclause (vi) of this clause, an enrolled nurse who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 24 of the said Table 2.
- (viii) Subject to the provisions in subclause (vi) of this clause, an enrolled nurse who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in Item 25 of the said Table 2.
- (ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate

diploma, degree, Masters or Doctorate in a clinical field, shall be paid an allowance of the relevant amount set out at either Item 22 or 23 of the said Table 2.

- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur from the first full pay period commencing on or after 30 June 2009.
- (xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this Award, negotiations between the NSW Health Department and the Association must occur prior to referral to the Industrial Relations Commission for determination.

#### **14. Climatic and Isolation Allowances**

- (i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

#### **15. Penalty Rates for Shift Work and Weekend Work**

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am - 15%.

Nightshift commencing at 4am and before 6am - 10%.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.

- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:  
"Day shift" means a shift which commences at or after 6am and before 10am.  
  
"Afternoon shift" means a shift which commences at or after 10am and before 4pm.  
  
"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.
- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.
- The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.
- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Award, except as provided in clause 30, Annual Leave.
- (vi) This clause shall not apply to Nurse/Midwife Managers classified Grade 4 or above.

#### **16. Fares and Expenses**

- (i) A trainee enrolled nurse sitting for an examination prescribed by the Board and required to travel from the home centre to an examination centre shall be paid by the employer all fares necessarily incurred in such travelling and, if it is reasonably necessary, for each student nurse or trainee enrolled nurse to sleep away from such home centre, the travelling allowance prescribed from time to time by clause 46 of the Public Sector Management (General) Regulation 1996 shall apply. "Home Centre" means the town in which is situated the public hospital at which such trainee enrolled nurse is employed.
- (ii) An employee required to travel in the performance of duty shall be reimbursed first-class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (iii)
- (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.
- (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.
- (iv) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (v) Subclauses (iii) and (iv) of this clause shall not apply to trainee enrolled nurses or to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.
- (vi) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.

- (vii) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

### 17. Special Rates and Conditions

- (i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B shall be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals:-

Registered Nurses/Midwives;

Enrolled Nurses;

Trainee Enrolled Nurses; or

Assistants in Nursing.

(NOTE: These additional rates are compensation for overtime and adverse conditions.)

- (ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital shall be allowed seven days leave of absence annually on full pay.
- (iii) All nurses employed by the Justice Health Service, nurses working in the Kestrel Unit, Morisset and Court Liaison Nurses employed by an Area Health Service shall be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance shall be adjusted from time to time in accordance with any State Wage Case increase covering work-related allowances. Part time and Casual employees shall be paid this allowance on a pro rata basis. This allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates).
- (iv) All nurses employed by the Corrections Health Service shall be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates), and shall be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees shall be paid this allowance on a pro rata basis.

Air Ambulance Service

- (v) In addition to the weekly rate of pay prescribed by Clause 9, Salaries, Flight Nurses shall receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance shall not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance shall not be payable on annual leave, long service leave or sick leave.
- (vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours shall be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.
- (vii) Unscheduled Stopovers - A Flight Nurse required to remain away from home overnight shall be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
- (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below shall be paid unless a meal is provided.
- (ix) The value of payments for meals shall be varied in accordance with variations to Division 3 of the Public Sector Management (General) Regulation 1996. However, such allowance is to be the average of the allowances outlined for the meals specified.

**Team Leader**

- (x) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award will cease to apply for employees covered by this Award, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award will continue to receive that allowance while occupying their existing role.
- (xi) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:
  - (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 3, Year 2.
  - (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 4, Year 2.
  - (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 5, Year 2.

**18. Telephone Allowance**

If an employee is required by his or her employer to have a telephone installed at his or her residence for the purposes of his or her employment, the employer shall be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone
- (c) the cost of all official calls.

**19. Trainee Enrolled Nurses****PART A**

- (i) Objective
  - (a) The objective of this clause is to assist with the establishment of Traineeships which provide structured training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees in the public health system.
  - (b) Traineeships are neither designed nor intended for those who are already trained and job ready.
  - (c) It is not intended that existing employees shall be displaced from employment by trainees.
- (ii) Application
  - (a) This clause only applies to employees who are undertaking a Traineeship as defined.

- (b) Existing conditions of employment will continue to apply to employees employed as Trainee Enrolled Nurses prior to the introduction of this clause.
- (c) Existing employees who undertake a traineeship will have their conditions of employment preserved in accordance with Section 31 Preservation of Conditions of Employment of Existing Worker Trainees of the *Apprenticeship and Traineeship Act 2001*.

(iii) Definitions

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001*, or any successor legislation.

"State Training Authority" is the New South Wales Department of Education and Training, or successor organisation.

"Structured Training" means that training which is specified in the Training Plan, which is part of the Training Contract registered with the State Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice and clinical support. The training reflects the requirements of a Traineeship approved by the State Training Authority.

"Traineeship" means a system of training which has been approved by the State Training Authority and defined by the provisions of the Appropriate State Legislation.

"Trainee" means an employee, who is classified as a Trainee Enrolled Nurse and is training to become an Enrolled Nurse in a facility approved by the Nurses and Midwives Board NSW for enrolled nurse education. The Trainee is signatory to the Training Contract registered with the State Training Authority and is involved in full time paid work and structured training which may be on or off the job.

"Training Contract" means a contract entered into for the purpose of establishing a Traineeship under the Appropriate State Legislation and is registered with the State Training Authority.

"Training Plan" means a program of structured training which forms part of a Training Contract and is registered with the State Training Authority.

(iv) Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the Training Contract or as notified to the Trainee by the State Training Authority.
- (b) A Traineeship shall not commence until the relevant Training Contract has been signed by the employer and the Trainee and lodged for registration with the State Training Authority, provided that if the Training Contract is not in a standard format a Traineeship shall not commence until the Training Contract has been registered with the State Training Authority.
- (c) The employer must ensure that the Trainee is permitted to attend the training course or program provided for in the Training Contract and must ensure that the Trainee receives appropriate on the job training.
- (d) The employer will ensure that the Trainee has two rostered days off immediately prior to the commencement of block training.
- (e) The employer must provide an appropriate level of supervision in accordance with the Training Contract during the Traineeship period.
- (f) The employer agrees that officers of the State Training Authority will monitor the Training Contract and Training Plan and that training records or workbooks may be utilised as part of this monitoring process.

- (g) A Trainee will not be required to perform the duties of Registered or Enrolled Nurses when they are absent from duty. Trainees perform duties commensurate with their classification and training.
- (v) Employment Conditions
- (a) A Trainee is entitled to the weekly wages as provided in Table 1 - Salaries of Part B Monetary Rates of this Award.
- (b) A Trainee shall be subject to a satisfactory probationary period of up to one month which may be reduced at the discretion of the employer.
- (c) The general terms and conditions of this Award apply, except where inconsistent with this clause, in which case the specific provisions of this clause prevail to the extent of any inconsistency.
- (d) By agreement in writing, and with the consent of the State Training Authority, the employer and the Trainee may vary the duration of the Traineeship and the extent of approved training. Any such agreement to vary shall be in accordance with the Traineeship.
- (e) Where the Trainee completes the qualifications in the Training Contract, earlier than the time specified in the Training Contract then the Traineeship may be concluded by mutual agreement by application to the State Training Authority in accordance with the provisions of the Appropriate State Legislation.
- (f) The Training Contract can only be terminated before its conclusion by application to the State Training Authority in accordance with the provisions of the Appropriate State Legislation.
- (g) Trainees are permitted to be absent from work without loss of continuity of employment or wages to attend training in accordance with the Training Contract. All rostered time off duty occupied by a Trainee in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending and sitting for prescribed examinations shall be deemed to be time worked.
- (h) A Trainee may work reasonable overtime and shift work provided that this does not adversely affect the completion of the training program.
- (i) No Trainee shall work overtime or shift work on their own. Where a Trainee works overtime or shift work, the employer must provide the Trainee with appropriate supervision in accordance with the Training Contract.
- (j) Where a Trainee works shift work, there must be satisfactory provision for structured training to continue.
- (k) Department of Health Policy Directive No. 2005\_444 dated 28 January 2005, as amended from time to time will apply to trainees:
- i. who are required to travel to a TAFE campus to undertake approved and/or structured training;
  - ii. who are seconded on a full time basis to another public hospital or public health organisation for purposes of training.
- (l) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in permanent employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.
- (m) Service as a Trainee shall be counted as service for the purposes of this Award and for any other legislative entitlement, consistent with that legislation.

(vi) Monitoring

- (a) The Department and Association agree that there will be ongoing monitoring of the operation of the provisions of this clause. The Department will advise the Association annually of the total number of Trainees employed in each Area Health Service.

### 20. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.

(ii)

- (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
- (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
- (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
- (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by Clause 50 of the Public Sector Management (General) Regulation 1996.

(iii)

- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given. An employer shall only make such a determination where it is reasonable in all the circumstances to do so.
- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
- (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Department of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).



- (iv)
- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
  - (b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess shall be reimbursed.
  - (c) Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by Clause 50 of the Public Sector Management (General) Regulation 1996 less the said amount. This amount shall be reviewed annually by the Director-General of Health.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

### **21. Car Allowance**

An employee who, with the approval of the Chief Executive Officer or his/her nominee, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the rates prescribed by the Department's Transport Allowance in force from time to time.

### **22. Provision of Communication Device**

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

### **23. Uniform and Laundry Allowances**

- (i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
  - (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
- (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week shall also be paid.
  - (b) In lieu of supplying stockings to a female employee an employer shall pay the said employee the sum as set in the said Item 13 per week.

- (c) In lieu of supplying socks to an employee, an employer shall pay the said employee the sum as set in the said Item 13 per week.
  - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv)
- (a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
  - (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (v) Where the employer requires any employee to wear headgear, the employer shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (vi) The Ambulance Service shall provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:
- (a) For female employees:
    - 1 Uniform Jacket
    - 3 Culotte Mid-weight Skirts
    - 2 Winter weight Cullotte Skirts
    - 3 Slacks
    - 4 Blouses (2 long sleeve, 2 short sleeve)
    - 1 Pair of Shoes
    - 1 Handbag
    - 1 Cardigan
    - 1 raincoat
    - 1 Parka
  - (b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers' uniform shall be provided.

#### **24. Higher Grade Duty**

- (i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

- (ii) Where an employee acts in a vacant management position covered by this Award continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by the employer, or the employer determines that the management position will no longer be occupied. The employer shall have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

## 25. Overtime

- (i)
  - (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
  - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
  - (c) For the purposes of paragraph (b), 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 employer of the overtime and by the employee of his or her intention to refuse it; and
    - (v) any other relevant matter.
- (ii)
  - (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
  - (b) Employees employed pursuant to Part 1 of Clause 29, Part Time, Casual and Temporary Employees, (ie. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive No. PD2005\_439 On Call Roster, as amended from time to time. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
  - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.

- (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.
  - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
  - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
- (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
  - (b) The value of payments for meals shall be varied in accordance with variations to Division 3 of the Public Sector Management (General) Regulation 1996. However, such allowance is to be the average of the allowances outlined for the 3 meals specified.
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, shall apply.
- (ix) An employee who works so much overtime:
- (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift; shall, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and he or she then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:

- (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
- (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 12, Special Allowances regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this sub-clause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xi) This clause shall not apply to Nurse/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:
  - (a) the Nurse/Midwife Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and
  - (b) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and
  - (c) the Nurse/Midwife Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

#### **26. Escort Duty**

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
  - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
  - (b) Periods in travelling shall count as working time.

#### **27. Payment and Particulars of Salaries**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall

take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 41, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars; namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.
  - (a) Underpayment:
    - (i) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
    - (ii) If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
  - (b) Overpayment
    - (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
    - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
    - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
    - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
    - (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

## **28. Registration Or Enrolment Pending**

- (i) A student nurse or trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for registration or enrolment shall, upon registration or

enrolment, be paid as from the date of application for registration or enrolment the salary to which she or he would have been entitled if registered or enrolled.

- (ii) A nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

## **29. Part-Time, Casual and Temporary Employees**

### **PART I**

#### **PERMANENT PART-TIME EMPLOYEES**

- (i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under Part 1 of this clause shall be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing and Area Managers, Nurse Education.
- (iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave Loading, shall apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30 shall not apply.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, ie. the employee's roster must not be changed to avoid payment of the public holiday.
- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.
- (xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

## **PART II**

### **CASUAL EMPLOYEES**

#### **A. General Provisions**

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling, Clause 55, Learning and Development Leave and sub-clause (vii) of clause 38, Accommodation and Board, shall not apply.  
  
Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act, 1944*.



- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part II in respect of such work.
- (vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

#### B. Casual Conversion

- (i) The objective of this subclause B, Casual Conversion, 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. These provisions arise from the Secure Employment Test Case 2006.
- (ii) 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.
- (iii) 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.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) 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.
- (v) 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.
- (vi) 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.
- (vii) 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 (iv), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:
  - (a) whether the employee will convert to full-time or part-time employment; and

- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (viii) Following an agreement being reached pursuant to paragraph (vii), 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.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### **PART III**

#### **TEMPORARY EMPLOYEES**

- (i) A temporary employee is one engaged for a set 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 unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 8, Salaries, of this award, provided that this subclause shall cease to apply upon:
  - (a) the said period of engagement being extended after the said period of 13 weeks;
  - (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

### **PART IV**

#### **SAVINGS PROVISIONS**

- (i) Employees engaged as part-time employees as at 30 June 1986 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38, Accommodation and Board, of this award shall not apply. Further, part-time employees shall not be

entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.

- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act, 1944*.
- (v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; Provided that a part-time employee shall not be entitled to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.
- (vi) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave of this award shall not apply to such part-time employees who shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act, 1955*.

### 30. Annual Leave

- (i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:
  - (a) Employees required to work on a seven day basis - six weeks annual leave.
  - (b) All other employees - four weeks annual leave.
- (ii)
  - (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
  - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
  - (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

  - (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
  - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what

would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.

- (iii) For the purpose of this subclause the following are to be public holidays viz., New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Association, or other suitable day as agreed between the employer and the Association. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
- (vi) Annual leave shall be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
- (vii)
  - (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.
  - (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
  - (c) The employer shall give each employee, where practicable, three months notice of the date upon which he or she shall enter upon leave and in any event, such notice shall not be less than 28 days.
- (viii)
  - (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.
  - (b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.
  - (c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.

- (ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2006\_096 Staff Mobility, as amended from time to time.
- (xi)
- (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

provided that an employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of his or her additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2006\_096 Staff Mobility, as amended from time to time.

### **31. Annual Leave Loading**

Employees shall be paid an annual leave loading in accordance with NSW Health Policy Directive PD2006\_089 Annual Leave, as amended from time to time.

### **32. Family and Community Services Leave and Personal/Carers' Leave**

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this Award in accordance with Parts A, B and D of this clause.
- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Award in accordance with Part C of this clause.

#### **A. FACS Leave**

## (iv) FACS leave - general

## (a) For the purpose of this clause relating to FACS Leave:

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

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

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

## (b) The appropriate Chief Executive or authorised delegate may grant FACS Leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

## (v) FACS Leave replaces Compassionate Leave.

## (vi) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS Leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

## (vii) FACS leave - entitlement

## (a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:

3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or

1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

## (b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.

## (c) FACS Leave is available to part-time employees on a pro rata basis.

## (viii) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (iv)(a) of this clause.

## (ix) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

## B. Personal/Carer's Leave

## (x) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

## (xi) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (x) of this clause.
- (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

(xii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (b) 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;
- (c) long service leave; or
- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (x) above.

C. Casual Employee Entitlements

(xiii) Bereavement entitlements for casual employees

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



(xiv) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (xi)(e)-(h) 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 (x) of this clause who is sick and requires 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.

D. Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

(xv) Time off in lieu of payment of overtime to care for the person concerned

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in sub-clause (x) above.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (xv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 25, Overtime.

(xvi) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 15 of this Award to the hours taken off.

### 33. Long Service Leave

(i)

- (a) Each employee shall be entitled to two months long service leave on full pay after ten years service; thereafter additional long service leave shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years service are terminated by the employer or by the employee, he or she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years service.

- (ii) For the purposes of subclause (i) of this clause-

- (a) "Service" shall mean service:

- (1) as a full time and/or permanent part time employee in one or more hospitals or area health services; and
- (2) as a full time and/or permanent part time employee with any authority as prescribed in the *Transferred Officers Extended Leave Act 1961*, as amended. In this instance, such service must meet the provisions of transfer prescribed in that Act.

- (b) Service shall not include-

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after the 12 March 1975;
- (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).

- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:

- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.

- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:

- (a) for each period of long service leave taken on full pay - the number of days so taken,
- (b) for each period of long service leave taken on half pay - half the number of days so taken,
- (c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.

- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.

- (vi) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (vii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave shall be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (viii) Full pay shall mean the award salary without any deduction for accommodation and/or board; provided that an employer shall be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (ix)
  - (a) On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2006\_096 Staff Mobility, as amended from time to time.
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years service, dies, the widow or the widower of such employee or if there is no such widow or widower the children of such employee or if there is no widow, widower or children, such person who, in the opinion of the employer, was at the time of the death of such officer, a dependant relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. Where there is a guardian of any children entitled under this paragraph the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement. Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such officer.
- (x) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (xi) All employees employed under Part I - Permanent Part-Time Employees of Clause 29, Part-Time, Casual and Temporary Employees of this Award, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;

- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (x) of this clause.

- (xii) Except as provided for in subclause (xiii) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

- (xiii) The following provisions apply only to employees employed in a hospital as at 12 March 1975:

- (a) An employee who -
- (i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or
  - (ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:

shall be granted long service leave in accordance with the long service leave provisions in force prior to 12 March, 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (b) An employee employed -
- (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act, 1955*, as provided for in subclause (x) of this clause;
  - (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xiv) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of Clause 29, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955*, as amended, subject to meeting the provisions of that Act.

### 34. Maternity, Adoption and Parental Leave

- (i) All eligible employees covered by this Award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time"), and casual employees.
- (ii) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time") and casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act, 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
  - (a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:
    - the employee or employee's spouse is pregnant; or
    - 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.
  - (b) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award are entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (iii) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

#### A Maternity Leave

- (i) Eligibility for Paid Maternity Leave -

To be eligible for paid maternity leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act, 1987*.

- (ii) Portability of Service for Paid Maternity Leave -

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public sector department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave -

- (a) An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D Right to Request of this clause.

(v) Applications -

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) Variation after Commencement of Leave -

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vii) Staffing Provisions -

In accordance with obligations established by the Section 69 of the *Industrial Relations Act 1996*, any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy -

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

## (x) Transfer to a More Suitable Position -

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

## (xi) Miscarriages -

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

## (xii) Stillbirth -

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

## (xiii) Effect of Premature Birth on Payment of Maternity Leave -

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

## (xiv) Right to Return to Previous Position -

In accordance with the obligations set out in section 66 of the *Industrial Relations Act 1996* an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

## (xv) Further Pregnancy While on Maternity Leave -

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty for less than full time hours as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty for less than full time hours under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.



**B Adoption Leave****(i) Eligibility -**

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act, 1987*.

**(ii) Entitlement -****(a) Paid Adoption Leave -**

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

**(b) Unpaid Adoption Leave -**

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

**(iii) Applications -**

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to

take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(iv) Variation after Commencement of Leave -

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(v) Portability of Service for Paid Adoption Leave -

As per maternity leave conditions.

(vi) Staffing Provisions -

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Right to return to previous position -

As per maternity leave conditions.

C. Parental Leave -

(i) Eligibility

To be eligible for parental leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless:

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act 1987.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child are entitled to a period of leave not exceeding 52 weeks which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at anytime within the 52 week period and shall be paid:  
  
at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or  
  
two weeks at half pay or the period of parental leave taken, whichever is the lesser period.  
  
Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

- (vii) Right to return to Previous Position

As per maternity leave conditions.

#### D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
- (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (iii) The employee's request and the employer's decision made under (i)(b) and (c) must be recorded in writing.

- (iv) Where an employee wishes to make a request under subclause (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
- (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. PD2005\_154 Maternity Leave - Access to Reduced Hours for Staff Following Return, as amended from time to time.
- (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
- (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### E. Communication During Leave

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

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

### **35. Military Leave**

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD2006\_013 Leave to Undertake Defence Force Duties, as amended from time to time.

### **36. Repatriation Leave**

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive No. PD2006\_095 Special Leave, as amended from time to time.

### **37. Sick Leave**

- (i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:
  - (a) An employee shall not be entitled to sick leave until after three months continuous service.
  - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (c) All periods of sickness shall be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
- (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
- (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, i.e. it is "special

sick leave", not "sick leave in advance" (see NSW Health Policy Directive No. PD2006\_094, as amended from time to time).

- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
- (iii) For the purpose of this clause "Service" means service in the industry of nursing.
- (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
  - (a) absences from such industry on account of illness;
  - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
  - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (ie a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;
  - (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
  - (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Award and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence shall not be counted as service for the purpose of calculating sick leave.
- (v) Part Time Employees : a part time employee shall be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, shall count for the purpose of this subclause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) In addition to the sick leave prescribed in subclause (1) of this Clause, Flight Nurses shall be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave shall not accumulate from year to year.

### **38. Accommodation and Board**

- (i) The employer shall where practicable provide for the use of employees who live in:
  - (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which shall comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does

not exceed 7, it shall not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.

- (b) Employees other than Directors of Nursing:
- (1) Dining facilities suitable to the reasonable needs of the nursing staff.
  - (2) A lounge room suitable to the reasonable needs of the staff.
  - (3) A study for student nurses; provided that this provision shall apply only to public hospitals which are registered training schools.
  - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
  - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
  - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
  - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.
  - (8) A separate bedroom of such dimensions as to provide a floor area of not less than 100 square feet and which contains suitable floor coverings and a bedside lamp and fittings and shall be furnished with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
  - (9) Where it is necessary for 2 or more employees to sleep in a bedroom 750 cubic feet of space shall be provided for each employee. Such bedroom shall contain suitable floor coverings and for each employee the employer shall provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
  - (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision shall be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision shall not apply in a public hospital in which the normal number of nursing staff is less than 12.
  - (11) Adequate heating suitable to the reasonable needs of the staff present shall be provided in the lounge room during the winter time.
- (ii) The employer shall provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
- (iii) The following deductions from salary shall be made by an employer for accommodation:
- (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.
  - (b) Directors of Nursing provided with a self contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.
- (iv) An employer shall provide for employees who live in, full board of 21 meals per week and the meals shall consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season and in addition the employer shall provide tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early

morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction of as set in Item 16 of table 2 of Part B per week.

(v)

(a) The employer shall provide for the use of employees who live out:

- (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision shall not apply to a public hospital the registered number of beds of which is less than 9;
- (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;

(b) An employer shall provide for an employee who lives out, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof and shall provide also for such an employee who requires them, meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals shall be as set in Item 17 of Table 2 of Part B.

(vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Director-General of Health may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.

(vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she shall be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

### **39. Grading Committee**

A Committee consisting of two representatives of the employer and two representatives of the Association shall be constituted to consider and make recommendations to the employer in relation to:

- (a) any request or proposal to establish or alter the grading of positions of Nursing Unit Manager;
- (b) the date of effect of any grading recommended.

Provided that:

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (ii) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

### **40. Grading of Nurse/Midwife Manager Positions**

- (i) All positions of Nurse/Midwife Manager, as defined in Clause 3, Definitions of this award shall be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.



- (ii) The employer may determine a higher grading including a multi-grade, eg. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.
- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Department of Health and the Association at a central level.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

#### **41. Deputy Directors of Nursing, Assistant Directors of Nursing**

- (i) The following appointments shall be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:
 

Less than 150 beds	-a Deputy Director of Nursing
150 beds and over	-a Deputy Director of Nursing, Assistant Directors of Nursing.
- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, shall be deemed to be appointed until such time as another appointment is made by the employer.
- (iii) This clause shall not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

#### **42. Proportion**

Except in cases of emergency not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a public hospital and for this purpose a Director of Nursing shall count.

#### **43. Medical Examination of Nurses**

See NSW Health Policy Directive No. PD2005\_186 Employment Health Assessment Policy and Guidelines, as amended from time to time.

#### **44. Domestic Work**

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandahs or any duties which are generally performed by classifications other than

nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

#### **45. Termination of Employment**

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by fourteen days notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.
- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days notice (or in the case of a Director of Nursing, twenty eight days notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days pay at the rate prescribed for his or her classification by clause 8, Salaries.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (iv) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

#### **46. Labour Flexibility**

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (ii) An employer 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 or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

#### **47. Right of Entry**

See Section 297 of the *Industrial Relations Act 1996*.

#### **48. Disputes**

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s) ) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.

- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (ie. at Public Hospital/Area Health Service or Public Health organisation/Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996 (NSW)* to the Industrial Relations Commission for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
  - (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

#### **49. Anti-Discrimination**

- (i) It is the intention of the parties bound by this award to seek to achieve the object 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 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 legislation referred to in this clause.

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- (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".

### 50. Exemption

This award shall not apply to -

- (i) members, novices or aspirants of religious orders in public hospitals;
- (ii) the United Dental Hospital of Sydney, provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

### 51. Salary Packaging

- (i) By agreement with their employer, employees may elect to package a part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Policy Directive PD2007\_076 Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.
- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 this award in the absence of any salary packaging or salary sacrificing made under this award.
- (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 9, Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme

is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits, are deducted from the pre-tax dollars.

- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to the prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

#### **52. 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 change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (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 so deducted from employees' pay shall be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

"Regularly" shall be defined as monthly except where the practice and protocol of an employer at the time of this variation (March 2002) was fortnightly.

- (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 be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

#### **53. Reasonable Workloads for Nurses**

- (i) To assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future, reasonable workloads for nurses are required. The employer has a responsibility to provide reasonable workloads for nurses.

## (ii) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment, based on the agreed tools or agreed principles and guidelines, will take into account measured demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;
- (b) the work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse;
- (d) the workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
- (e) an employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature;
- (f) an employee shall not be required to work an unreasonable amount of overtime;
- (g) an employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education;

## (iii) Reasonable Workload Tools or Agreed Principles and Guidelines

**SECTION I: General**

- (a) The Association and the Department agree that the workload calculation tool and agreed principles and guidelines are a means to facilitate informed discussion and decision making about reasonable workloads for nurses, rather than being an end in itself.
- (b) The Association and the Department agree that one workload calculation tool is presently not capable of meaningfully applying to every nursing context within the public health system.

**SECTION II: General Workload Calculation Tool**

- (a) The Association and the Department have reached agreement on the name and key characteristics of the interim general workload calculation tool for nursing to be implemented in medical and surgical inpatient wards in acute public hospitals. The interim general workload calculation tool will be known as the general workload calculation tool.
- (b) The general workload calculation tool possesses the following key characteristics:
  - 1. Value of the nursing weight - In applying the general workload calculation tool, a nursing weight of 1 is equal to 4.8 nursing hours per patient day (NHPPD).
  - 2. Average nursing intensity - For each ward or unit in which the tool is applied, the average nursing intensity for that ward or unit is obtained by applying AN-DRGs case mix data for all patients in the ward, viz, the data is to be comprehensive, validated, and for a uniform period. The AN-DRG Version 4.1 Nursing Service Weights are applied.
  - 3. Occupancy rate - The application of average annual occupancy rates in the general workload calculation tool is:

for wards/units with occupancy rates 85% and over - a rate of 100% applies;

for wards/units with occupancy rates between 75% and 84.9% - a rate of 85% applies; and

for wards/units with an occupancy rate below 75% - the actual occupancy rate applies.

The occupancy rate is the percentage count of the number of inpatients accommodated at around midnight each day, as recorded in the 'Daily Record Book' (or its computerised equivalent), divided by available beds, on an annualised basis."

4. Available beds - The average number of available beds is calculated, to account for changes in this figure during the course of a year.
5. Length of shifts - The length of shifts reflects those rostered to be worked in the ward or unit.
6. Minimum staffing levels - Use of the general workload calculation tool does not displace present minimum staffing requirements to ensure safe systems of work and patient safety.
7. Coverage - The general workload calculation tool is applied to calculate staffing levels for those nursing staff providing direct clinical care. It is not applied to positions such as Nursing/Midwifery Unit Manager, Clinical Nurse Educator/Clinical Midwife Educator, Clinical Nurse Consultant/Clinical Midwife Consultant, dedicated administrative support staff and wards persons.
8. Application and monitoring - the general workload calculation tool will be applied to the ward or unit on an annual basis, and with the ability for the Nursing/Midwifery Unit Manager to monitor monthly.
9. Relief for Annual leave - The annual leave 'relief' factored into the tool reflects the annual leave entitlements under this Award for the employees arising from their actual shift patterns. However, this figure may be adjusted when applying the tool at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.

If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the general workload calculation tool should be applied again in light of those altered circumstances and staff deployment.

10. Relief for Sick Leave, FACS Leave and Mandatory Education - To account for these factors, a figure of two weeks (equating to 76.0 hours based on a 38 hour week) per annum is factored into the general workload calculation tool. This figure is subject to joint review by the Association and the Department, on request by either party.
11. Other factors - In agreeing that the tool is a means of facilitating informed discussion and decision making about nursing workloads, there are a range of other factors to consider. These factors include but need not be limited to patient type (for example, high dependency patients, day only patients, patients requiring close observation, patients awaiting nursing home placement); the available level of support staff (ward clerks, lifting teams etc); teaching and research activities; provision of nurse escorts; emergency presentations in smaller facilities; and ward geography.

Staffing of wards/units will be planned using 1 = 4.8 NHPPD as the value of the nursing weight. It is recognised that application of this value will be subject to variation to account for these other factors or over shorter periods of time. If there is continued variation from this value in practice, the issue will be considered by the relevant reasonable workload committee.

12. Exclusions - the general workload calculation tool is not to be applied to:  
intensive care units;

high dependency units;  
specialty designated coronary care units;  
specialist burns units;  
emergency departments;  
operating theatres;  
midwifery services;  
intensive care mental health units;  
mental health admitted patient units  
community nursing;  
community mental health nursing; and  
Multi-Purpose Services.

- (c) The Association and the Department agree that the name and key characteristics of the general workload calculation tool may be amended by agreement from time to time, and the Award will be varied to reflect the amendment.

### **SECTION III: Australian Confederation of Operating Room Nurses (ACORN)**

- (a) The Association and the Department agree that in the interim the ACORN 2002 standards will be implemented in operating rooms. The parties agree that because these standards have been established and used for a number of years, the key characteristics are not included in this Award.

### **SECTION IV: Birthrate Plus**

- (a) Birthrate Plus is a framework for workforce planning and strategic decision making and has been in extensive use in UK maternity units.
- (b) A project has commenced to adapt and modify Birthrate Plus to reflect the NSW Health environment. The first phase of the project is designed to field test the data collection tool for validity and reliability in the NSW setting, leading to adaptation and subsequent adjustment of the workforce calculations. Once this is done, it is planned to investigate State-wide implementation. The Association and the Department will participate in this project and continue to monitor progress to ensure timely introduction of a workload acuity calculation tool based on Birthrate Plus.

### **SECTION V: Inpatient Mental Health Principles & Guidelines**

- (a) The Association and the Department have agreed that the following principles and guidelines will apply from 26 June 2007 in all inpatient mental health units and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) Inpatient mental health units include but are not limited to:
- Acute Adult;
  - Closed / Open Units;
  - Forensic Units;



Child & Adolescent Units;  
Older Adult;  
Co-located Units;  
Stand alone Units;  
Psychiatric Emergency Care Centres (PECC);  
Rehabilitation;  
Extended Care Units.

(c) When determining the nursing productive FTE the following should be considered:

1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;
3. Categories =
  - The number of inpatients requiring 1 staff or more to 1 patient
  - The number of inpatients requiring close observation
  - The number of inpatients requiring sighting at regular intervals
  - The number of inpatients nearer to going home;
4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
5. Level of suicidal behaviour displayed by patients (see MH-OAT risk level);
6. Level of vulnerability / potential of exploitation from others (such as sexual safety, financial exploitation);
7. Age of patient and co-morbidities;
8. Patients with a dual diagnosis;
9. Type of facility and unit;
10. Design of unit;
11. Number of beds available;
12. Local factors referred to in Paragraph (a) of subclause (ii) Reasonable Workload Principles may include but are not limited to:
  - (i) The available level of support staff (eg ward clerks, medical officers, patient support officers, allied health staff)
  - (ii) Teaching and research activities

- (iii) Provision of nurse escorts
  - (iv) Ward geography.
  - (v) Data entry/documentation including MH-OAT.
- (d) When determining the nursing non-productive FTE required:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
  2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
  3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
  4. Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (e) General
1. Nursing/Mdwifery Unit Managers, Clinical Nurse Educators/Clinical Midwife Educators, Clinical Nurse Consultants/Clinical Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.
  2. Consideration should be given to the evolution of future clinical roles in nursing.
  3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.
  4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

#### **SECTION VI: Community Health Principles & Guidelines**

- (a) The Association and the Department have agreed that the following principles and guidelines will apply from 26 June 2007 in all Community Health Services and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded / budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.
- (d) Funded / budgeted FTE must include no less than two weeks (10 days) of sick / FACS leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick / FACS / mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, eg. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction.

Funded FTE should incorporate a reasonable number of additional Hours for this purpose based on historical turnover rates.

- (i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.
- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.
- (n) Nursing hours utilised in carrying out non clinically related activities eg. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service CHS.
- (o) This list indicates minimum requirements only and will be reviewed 12 months post implementation by the Nursing Workload State-wide Steering Committee after consultation with community health managers and clinicians.

#### **SECTION VII: Emergency Departments**

- (a) The Association and the Department have agreed that the following principles and guidelines will apply from 26 June 2007 in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.

- (b) When determining the nursing productive FTE required:
1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
  2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
  3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing non-productive FTE required:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
  2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
  3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
  4. Assess the impact on staff for workers' compensation / return to work programs on FTE required.
- (d) General
1. All level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
  2. There is to be an identified triage nurse on every shift.
  3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team. This should be based on recent historical activity.
  4. Where an Emergency Department has a dedicated Psychiatric Emergency Care (PEC) Unit, mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
  5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
  6. This list indicates minimum requirements only and will be reviewed 12 months post implementation by the Nursing Workload State-wide Steering Committee after consultation with Emergency Department and clinicians.
- (iv) Role of reasonable workload committees
- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and

encourage the resolution where possible of any workload disputes at this level in the first instance.

- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
- (c) Public hospitals, mental health facilities and multi purpose sites shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Health Department and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of reasonable workload committees.

- (d) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.
- (v) Structure of reasonable workload committees
- (a) Upon request by the Association, nurse(s) employed in a public hospital, or health service or the employer, a reasonable workload committee shall be established for the relevant public hospital or health service. Such requests shall be made to the Chief Executive Officer of the Health Service. Where circumstances warrant and are conducive to the efficient delivery of services, a reasonable workload committee may be established by agreement between the Association and the employer that covers more than one public hospital or health service.
  - (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Area Health Service or Statutory Health Corporation.
  - (c) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
  - (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
  - (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
  - (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

- (vi) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 48 - Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
  - (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing/Midwifery Unit Manager responsible (or the appropriate manager).
  - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Area Director of Nursing, depending on the nursing executive structure of the public hospital, health service or public health organisation in which the grievance has arisen.
  - (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/health service/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred an Area Health Service or Statutory Health Corporation committee under subclause (v) (b).
  - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 48 - Disputes in this Award.

#### **54. Trade Union Activities**

##### **A. 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 at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) 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;
- (ii) Attendance at meetings with workplace management or workplace management representatives;
- (iii) 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.

- (iv) Giving evidence in court on behalf of the employer;

- (v) Presenting information on the Association and Association activities at induction sessions for new staff. The Association shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (vi) 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.

B. Trade Union Leave Activities

The granting of trade union leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, or Councils;
- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Director-General of Health/Health Service, as the employer for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

C. Trade Union Training Courses

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) 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 paid trade union leave for such courses will be granted shall be negotiated between the Chief Executive and the Association.
- (ii) 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, ie. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
  - (c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
  - (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

#### D. On-Loan Arrangements

Subject to the operational requirements of the workplace, "on loan" arrangements will apply to the following activities:

- (i) 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) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;
- (iii) 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;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
  - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
  - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
  - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.
- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) 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 Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director-General of Health for determination after consultation with the Chief Executive and the Association."

#### E. Period of Notice for Trade Union Activities

The Chief Executive or their nominee 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.

#### F. Access to Facilities by Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:



- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

H. Responsibilities of the Trade Union

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive 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;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) 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
- (vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

**I. Responsibilities of Workplace Management**

Where time is required for Association activities in accordance with this Award the responsibilities of the workplace management are to:

- (i) 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;
- (ii) 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;
- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) 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;
- (v) recredit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) 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;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) 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.

**J. Travelling and other Costs of Trade Union Delegates**

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, 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 clause 20 of this Award and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this Award.
- (iv) 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 employer by the Association or the staff member.

**55. Learning and Development Leave****(i) Definitions**

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

in-house courses or activities

mandatory training and education.

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

(ii) General

- (a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.
- (b) The Director-General of Health is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

(iii) Eligibility

- (a) Access to Learning and Development Leave is at the discretion of the Health Service. It should be made available to all eligible employees within the Health Service to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health Service delivery.
- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

## (iv) Types and amount of leave

## (a) Seminars, conferences and short courses

- (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave, or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
- (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.

## (b) Tertiary Study

- (1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.
- (2) Leave is not to be approved for failed or repeated subjects.

## (c) Face to face

- (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
- (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the Health Service.

## (d) Distance Education

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.

## (e) Accrual of leave

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

## (f) Residentials

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

## (g) Thesis/Research or combination Thesis/Research/Coursework

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the Health Service.

(v) Payment for Leave

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

### 56. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation but in any event will not be later than 30th June 2007 for the initial commencement year.
- (v) Each public health organisation will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (eg First State Superannuation, HESTA, HIP) the public health organisation will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.

- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the trust account.
- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Award. However, this does not prevent work in the NSW Health Service in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Department of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

#### **57. Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses**

- (i) This clause arises from the Secure Employment Test Case 2006. 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.
- (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):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) 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.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

#### **58. Commitments During Term of This Award**

- (i) The Association commits to work co-operatively and positively with NSW Health to facilitate implementation by NSW Health of the provisions of Attachments 1 and 2 of the Memorandum of Understanding dated 4 July 2008 and the programs and initiatives of NSW Health as set out below:
- (a) Clinical, corporate, business and health service delivery reform and change, and associated workforce reform, within the public health system;
  - (b) The establishment of a Nurses and Midwives State Council to assist in facilitating this co-operation. It will meet several times a year and comprise a membership that includes the Director-General and Deputy Directors-General of the Department and the General Secretary and Assistant General Secretary of the NSW Nurses' Association;
  - (c) Better management of nursing and midwifery overtime and sick leave, having regard to the provisions for reasonable workload contained in the Award; and

- (d) Altering the approach taken to Enrolled Nurse training and introducing a pre-service training model, similar to other State jurisdictions, to replace the existing arrangements.
- (ii) This commitment to co-operation is without prejudice to any claims the Association may make subsequent to 30 June 2010 covering the period from 1 January 2006 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Department to such claims. This commitment to co-operation is also without prejudice to any claims of the parties, or the parties' responses to such claims, in progressing the identified matters under clause 15. Leave Reserved, above.
- (iii) The parties agree that negotiations for a successor agreement between the parties will commence four months prior to the expiry of this Memorandum of Understanding.

#### **59. Leave Reserved**

- (i) Leave reserved is granted to the Association to make application under the Wage Fixing Principles on the following matters:
  - (a) Claim for increases to the night duty penalty rate as set out in the claim served by the Association on 15 February, 2008; and
  - (b) Claim for increases to salary rates for "experienced nurses" as set out in the claim served by the Association on 15 February, 2008, provided that the subsequently agreed new classification of Clinical Nurse/Midwifery Specialist Grade 2 will be included in the claim.
- (ii) The Department may make application under the Wage Fixing Principles in respect of the matters referred to at paragraph (a) (i) or (ii) above of this clause.

#### **60. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Public Health System Nurses' and Midwives' (State) Award published 24 February 2006 (357 I.G. 345) and all variations thereof.
- (ii) It shall apply to persons engaged in the industry of nursing.
- (iii) Industry of nursing means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or the Ambulance Service of New South Wales as defined in s.4 of the *Ambulance Services Act 1990*, or their successors, assignees or transmittes.
- (iv) It shall take effect from 25 July 2008 and shall remain in force thereafter until 30 June 2010.

### **SCHEDULE A**

Public Health System Nurses' & Midwives' (State) Award 2008.



**PART B**  
**MONETARY RATES**

**Table 1 - Salaries**

Classification	3.9% First full pay period commencing on or after 1/7/08 Per Week (\$)	3.9% First full pay period commencing on or after 1/7/09 Per Week (\$)
Assistant in Nursing/Midwifery		
1st year	655.40	681.00
2nd year	676.20	702.60
3rd year	697.50	724.70
4th Year and Thereafter	719.20	747.20
Trainee Enrolled Nurse		
1st year	655.40	681.00
2nd year	676.20	702.60
3rd year	697.50	724.70
4th Year and Thereafter	719.20	747.20
Enrolled Nurse		
1st year	804.20	835.60
2nd year	822.00	854.10
3rd year	839.70	872.40
4th year	857.40	890.80
5th Year and Thereafter	875.40	909.50
Enrolled Nurse- Special Grade	902.60	937.80
Enrolled Nurse - Medication Endorsement		
1st year	822.00	854.10
2nd year	839.70	872.40
3rd year	857.40	890.80
4th year	875.40	909.50
5th Year and Thereafter	893.30	928.10
Enrolled Nurse - Special Grade - Medication Endorsement	920.70	956.60
Nurse undergoing pre-registration training otherwise than as a student nurse	786.30	817.00
Registered Nurse/Midwife		
1st year	911.90	947.50
2nd year	961.60	999.10
3rd year	1,011.20	1,050.60
4th year	1,064.50	1,106.00
5th year	1,117.20	1,160.80
6th year	1,169.90	1,215.50
7th year	1,230.10	1,278.10
8th year and Thereafter	1,280.70	1,330.60
Clinical Nurse Specialist/ Clinical Midwife Specialist		
Grade 1, Year 1 and Thereafter	1,332.70	1,384.70
Grade 2, Year 1	1,431.70	1,487.50
Grade 2, Year 2 and Thereafter	1,478.50	1,536.20
Clinical Nurse Educator/ Clinical Midwife Educator		
Year 1	1,386.60	1,440.70
Year 2 and Thereafter	1,431.70	1,487.50

Nurse Educator/Midwife Educator		
Grade 1, Year 1	1,557.60	1,618.30
Grade 1, Year 2 and Thereafter	1,602.00	1,664.50
Employees on NE/ME 4th year as at 1/7/08	1,638.80	1,702.70
Grade 2, Year 1	1,667.20	1,732.20
Grade 2, Year 2 and Thereafter	1,700.20	1,766.50
Grade 3, Year 1	1,765.50	1,834.40
Grade 3, Year 2 and Thereafter	1,798.40	1,868.50
Nursing/Midwifery Unit Manager		
Level I	1,606.50	1,669.20
Level II	1,682.80	1,748.40
Level III	1,728.10	1,795.50
Clinical Nurse Consultant/Clinical Midwife Consultant	1,638.80	1,702.70
(appointed prior to 31/12/99)		
Clinical Nurse Consultant/Clinical Midwife Consultant		
Grade 1		
1st year	1,602.00	1,664.50
2nd year and Thereafter	1,634.80	1,698.60
Grade 2		
1st year	1,667.20	1,732.20
2nd year and Thereafter	1,700.20	1,766.50
Grade 3		
1st year	1,765.50	1,834.40
2nd year and Thereafter	1,798.40	1,868.50
Mothercraft Nurse		
1st year	864.80	898.50
2nd year	892.30	927.10
3rd year	924.40	960.50
4th year	955.60	992.90
5th year	987.10	1,025.60
6th year	1,019.90	1,059.70
7th year	1,041.60	1,082.20
8th year	1,064.70	1,106.20
9th year and Thereafter	1,086.80	1,129.20
Mothercraft Nurses employed after 31st December, 1988 will be classified and paid as Enrolled Nurses.		
Residential Care Nurse		
1st year	784.70	815.30
2nd year	800.40	831.60
3rd year	816.20	848.00
4th year	834.80	867.40
5th Year and Thereafter	850.20	883.40
Nurse/Midwife Practitioner		
1st year	1,765.50	1,834.40
2nd year	1,798.40	1,868.50
3rd year	1,844.30	1,916.20
4th year and Thereafter	1,890.50	1,964.20
Nurse/Midwife Manager		
Grade 1 - 1st year	1,602.00	1,664.50
Grade 1 - 2nd year and Thereafter	1,634.80	1,698.60
Grade 2 - 1st year	1,667.20	1,732.20
Grade 2 - 2nd year and Thereafter	1,700.20	1,766.50
Grade 3 - 1st year	1,765.50	1,834.40

Grade 3 - 2nd year and Thereafter	1,798.40	1,868.50
Grade 4 - 1st year	1,863.70	1,936.40
Grade 4 - 2nd year and Thereafter	1,896.30	1,970.30
Grade 5 - 1st year	1,961.40	2,037.90
Grade 5 - 2nd year and Thereafter	1,994.60	2,072.40
Grade 6 - 1st year	2,059.90	2,140.20
Grade 6 - 2nd year and Thereafter	2,092.80	2,174.40
Grade 7 - 1st year	2,223.10	2,309.80
Grade 7 - 2nd year and Thereafter	2,256.20	2,344.20
Grade 8 - 1st year	2,386.90	2,480.00
Grade 8 - 2nd year and Thereafter	2,419.40	2,513.80
Grade 9 - 1st year	2,550.10	2,649.60
Grade 9 - 2nd year and Thereafter	2,583.00	2,683.70

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Allowance	FFPP	FFPP	FFPP
			1.7.08	1.9.08	1.7.09
			\$	\$	\$
1	12(i)(a)	General Nurse in charge of hospital (per shift)	26.07		27.09
2	12(ii)(a)	On Call Allowance (per hour)	2.85		2.96
		On Call Allowance minimum payment	22.80		23.68
3	12(ii)(b)	On Call Allowance on rostered day off (per hour)	5.70		5.92
		On Call Allowance on RDO minimum payment	45.60		47.36
4	12(ii)(c)	On Call Allowance during meal break (per break)	11.22		11.66
5	12(iii)(a)	Radiographic Allowance Director of Nursing (per week)	31.80		33.04
6	12(iii)(c)	Employee in absence of Director of Nursing (per day)	6.36		6.61
		Maximum payment of (per week)	31.80		33.04
7	12(iv)	Employee wearing lead apron (per hour)	1.58		1.64
8	12(ii)(a)	Registered Nurse in charge of ward (per shift)	26.07		27.09
9	12(vi)	Registered Nurse in charge of ward and also in charge of hospital of less 100 beds (per shift)	39.11		40.64
10	14(i)	Climatic Allowance (per week)	3.60		3.60
10	14(ii)	Isolation Allowance (per week)	7.09		7.09
11	17(i)	Special Rates Tibooburra/ Ivanhoe Hospitals Registered Nurse (per week)	31.81		31.81
	17(i)	Enrolled Nurse/Assistant in Nursing (per week)	13.86		13.86
11a	17(iii)	Justice Health Service Environment Allowance (per annum)	2,282.00		2,373

11b	17(iv)	Justice Health Service Productivity Allowance (per week)	56.38		58.58
12	20(iv)(b)	Excess Fares (per day)	5.20		5.20
13	23(iii)(a)	Uniform and Laundry Allowance Uniform (per week)	6.13		To be
13	23(iii)(a)	Shoes (per week)	1.89		adjusted
13	23(iii)(a)	Uniform (including shoes allowance) (per week)	8.02		June 09
13	23(iii)(a)	Cardigan or Jacket (per week)	1.84		per
13	23(iii)(b)	Stockings (per week)	3.18		CPI
13	23(iii)(c)	Socks (per week)	0.63		March 08
14	23(iv)	Laundry (per week)	5.10		March 09
15	38(iii)(a)	Accommodation and Board Deductions Separate bedroom (per week)	54.60		56.73
15	38(iii)(b)	Self contained flat (per week)	66.53		69.12
16	38(iv)	Deduction for meals (full board) (per week)	117.86		122.46
17	38(v)(b)	Breakfast (per meal)	3.98		4.14
17	38(v)(b)	Other Meals (per meal)	7.26		7.54
18	12(viii)	Enrolled Nurse employed in the CSSD of a hospital and in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia (per week)	12.36		12.84
19	17(v)	Industry Allowance, Flight Nurses, Ambulance Service (per week)	12.62		13.11
20	13(iii)	Continuing Education Allowances Hospital Post Registration Certificate (per week)	22.50	30.00	31.00
21	13(iv)	Post Graduate Certificate (per week)	25.00	30.00	31.00
22	13(v)	Post Graduate Diploma or Degree (per week)	38.50	45.00	47.00
23	13(vi)	Masters Degree or Doctorate (per week)	47.50	55.00	57.00
24	13(vii)	Enrolled Nurse Certificate 4 (per week)	18.00	22.50	23.50
25	13(viii)	Enrolled Nurse Advanced Diploma of Nursing (per week)	N/A	27.00	28.00

## SCHEDULE 1

### NURSE/MIDWIFE MANAGERS

A registered nurse/midwife who:

Grade 1

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

#### Grade 2

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

#### Grade 3

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA.
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

#### Grade 4

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;
- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

#### Grade 5

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;
- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA.
- (d) is responsible for management of nursing services in a medium sized health facility or hospital.

## Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA.
- (b) is responsible for the management of nurse education in an area health service where the largest hospital in the area is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

## Grade 7

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in an Area Health Service where the largest hospital in the area has an ADA greater than 250.

## Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

## Grade 9

- (a) is the Area Director of Nursing Services in a rural Area Health Service;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

**CORE KNOWLEDGE AND SKILLS**

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
Grade 1	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff.	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the implementation of organisational change.	Ability to effectively allocate and manage nursing resources and set nursing priorities.
Grade 2	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.
Grade 3	Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings.	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately.	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters.

Grade 4	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.
Grade 5	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
Grade 6	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendations.



Grade 7		Ability to represent the nursing service in a range of forums including State and National.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care	Ability to enhance organisational performance through collaboration with other health facilities.		
Grade 8	Ability to vision and articulate the potential for the organisation.	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services.		Ability to generate and develop a strategic plan for the organisation.	
Grade 9	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.

**SCHEDULE 2**

1. The following qualifications shall attract the allowance set out in subclause (iii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Department and the Association shall attract the allowance set out in subclause (iii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution	
Cardiology / Coronary Care	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital	
		Royal North Shore Hospital	
		Royal Prince Alfred Hospital	
		St Vincent's Hospital, Darlinghurst	
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead	
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital	
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead	
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital	
	Cardiac Nursing Course	Royal North Shore Hospital	
		Royal Prince Alfred Hospital	
		St Vincent's Hospital, Darlinghurst	
		Royal Melbourne Hospital	
		National Heart and Chest Hospital, London	
		Coronary Care Unit Certificate	Prince Henry's Hospital Melbourne
		Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand
	Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K.	
		Groby Road Hospital, Leicester, U.K.	
Community Health	Public Health Nursing Diploma	College of Nursing, Australia	
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.	
Critical Care	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals	
	Emergency Nursing Course	Liverpool Hospital	
	Critical Care Nursing Course	Geelong Hospital	
		Waikato Hospital, New Zealand	
Developmental Disability	Mental Retardation Certificate	NSW Nurses Registration Board	
	Developmental Disability Certificate		
	Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board.		
Geriatrics	Geriatric Certificate	NSW Nurses Registration Board	
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital	
		Liverpool District Hospital	
		Royal Prince Alfred Hospital	
		St George Hospital	
		St Vincent's Hospital, Darlinghurst	
		Northern Met Region, Health Dept.	
		Southern Met Region, Health Dept	
		Sydney Hospital	
		RGH, Concord	
		Central Coast Area Health Service	
		Royal Hobart Hospital	
		Royal Perth Hospital	
		St Vincent's, Melbourne	
	Canberra Hospital		

	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia
		The Parramatta Hospitals, Westmead
		NSW College of Nursing
	Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne
Mental Health	Psychiatric Certificate	NSW Nurses Registration Board
	Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board.	
	Psychiatric Nursing Certificate	Metropolitan and Eastern School of Psychiatric Nursing, Victoria
		Western Area College of Nursing, Ireland
	Advanced Diploma in Nursing (Mental Health)	Christchurch Polytechnic, New Zealand
	Mentally Ill Qualification	Prestwick Hospital, Manchester, U.K.
		Southern Area Group School of Nursing, U.K.
	Mental Illness Nursing certificate	Bromley Health Authority, U.K.
Midwifery	Midwifery Certificate	NSW Nurses and Midwives Board
	Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.	
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital
		Melbourne Hospital
	Neuromedical / Neurosurgical Nursing Course	Royal North Shore Hospital
		Prince Henry / Prince of Wales Hospitals
		Westmead Hospital
	Neuro-Surgical Nursing Certificate	Royal Perth Hospital
	Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London
Occupational Health	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
Oncology	Oncology Certificate	Peter MacCallum Clinic, Melbourne
Operating Theatres	Operating Suite Nurse Course	Westmead Hospital
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital D.hurst
		Hunter Region, Health Dept
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.
	Operating Theatre Nursing and Management Diploma	College of Nursing Australia
		NSW College of Nursing
	Post basic Course in Operating Room Nursing	RGH, Concord
	Graduate Certificate in Perioperative Nursing	Liverpool Hospital
	Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
	Operating Room Nursing Certificate	Royal Adelaide Hospital
	Operating Room Post Basic Course	Western General Hospital, Melbourne

	Operating Room Technique and Management	Repatriation and General Hospital, Heidelberg, Victoria
	Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne
	Operating Theatre Techniques Certificate	Royal Melbourne Hospital
		South African Nursing Council
		Middlesex Hospital, U.K.
	Operating Theatre Nursing Course	Epsom District Hospital, London
		Nottingham School of Nursing, U.K.
	Operating Department Nursing Certificate	East Berkshire School of Nursing, U.K.
		Wexham Park Hospital, Slough, Berkshire, U.K.
		Lewisham School of Nursing, London
		Queen Elizabeth School of Nursing, Birmingham, U.K.
	Operating Department Nursing Course	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.
Ophthalmology	Ophthalmic Nursing Certificate	Sydney Hospital
		Moorefields Hospital, London
Orthopaedics	Certificate in Orthopaedic Nursing	Royal National Orthopaedic Hospital, London and Stanmore, Middlesex
		Heathwood Hospital, Ascot, U.K.
	Orthopaedic Nursing Certificate	Gartnavel General Hospital, Glasgow, U.K.
		Nuffield Orthopaedic Centre, Oxford, U.K.
		Princess Elizabeth Orthopaedic Hospital, U.K.
		Basingstoke North Hampshire Health Authority, U.K.
	Orthopaedic Nursing Course	Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K.
Paediatrics	Infants Certificate	NSW Nurses Registration Board
	Mothercraft Certificate	
Renal	Renal Diseases and Transplantation Certificate	Prince Henry, Prince of Wales Hospitals
		Royal Newcastle Hospital
		Royal Prince Alfred Hospital
		Sydney Hospital
	Nephrology, Dialysis and Transplant Nursing Certificate	Royal North Shore Hospital
	Graduate Certificate in Renal Nursing	Liverpool Hospital
	Renal Nursing Certificate	Guys Hospital, London
		St Mary's Hospital, London
	Renal Nursing Course	The London Hospital
Thoracic	Thoracic Nursing Certificate	The British Thoracic Association

### SCHEDULE 3

1. The following qualifications shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Department and the Association shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Paediatrics	Mothercraft Certificate	NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.)

D.W. RITCHIE, Commissioner

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## **RETAIL INDUSTRY (STATE) TRAINING WAGE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6423 published 11 July 2008

(366 I.G. 251)

(No. IRC 1592 of 2007)

### **CORRECTION**

1. For the word "clause 12" appearing in instruction 1, substitute "clause 9"

G. M. GRIMSON *Industrial Registrar.*

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**TANNING INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1156 of 2008)

Before Commissioner McLeay

31 July 2008

**VARIATION**

1. Delete paragraph (iii) (b), of clause 4, Wages of the award, published 8 February 2002 (331 I.G. 157), and insert in lieu thereof the following:-
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of June 2008. These adjustments may be offset against:
    - (1) any equivalent over award payments, and/or
    - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

	Former Rate \$	2008 SWC \$
Group 1	531.40	552.70
Group 2	541.10	562.70
Group 3	563.60	586.10
Group 4	584.50	607.90
Group 5	618.20	642.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Current Rates \$	2008 SWC \$
1	4 (ii) Industry Loading	22.30 per week	23.20 per week
2	4 (vii) Leading Hand 3 - 10 employees	23.80 per week	24.80 per week
3	4 (vii) Leading Hand 10 - 20 employees	36.20 per week	37.60 per week
4	4 (vii) Leading Hand more than 20 employees	45.80 per week	47.60 per week
5	4 (viii) First Aid	11.80 per week	12.30 per week

6	6 (iii) Fork Lift	0.52 per hour	0.54 per hour
7	12 (iii) Meal - 1st	11.20	11.70
8	12 (iii) Meal - 2nd	11.20	11.70
9	12 (iv) Meal Cancellation of Overtime	11.20	11.70
10	13 (viii) Meal Shift Workers	11.20	11.70
11	14 Special rates	0.52 per hour	0.54 per hour
12	36 (D) (i) Super Contributions	18.00 per week	18.70 per week

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 19 February 2009.

J. McLEAY, Commissioner

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**TEACHERS (NON-GOVERNMENT EARLY CHILDHOOD SERVICE  
CENTRES OTHER THAN PRE-SCHOOLS) (STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6613 published 11 July 2008

(366 I.G. 272)

(No. IRC 2262 of 2000)

**CORRECTION**

1. For instruction 1, substitute the following:
1. Delete paragraph (a) of subclause 4.1 of clause 4, Director's and Authorised Supervisor's Allowance, and substitute the following:
  - (a) A full-time teacher who is appointed as a Director as defined in clause 1, Definitions, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries, on a fortnightly basis, an allowance for a Director calculated by dividing the per annum rates set out in Table 2 Directors' Allowance of Part B, Monetary Rates, by 26.07.

G. M. GRIMSON *Industrial Registrar.*

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**TRANSPORT INDUSTRY - MIXED ENTERPRISES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1287 of 2008)

Before Commissioner Connor

28 August 2008

**VARIATION**

1. Delete subclause 49.3 of clause 49, Commitment, of the award published 23 November 2001 (329 I.G. 748) and insert in lieu thereof the following:
  - 49.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - 49.3.1 any equivalent over award payments, and/or
    - 49.3.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

(a) Wages (Division A - General Rates)

Classification	Former Wage Rate per week \$	2008 SWC Adjustment %	New Wage Rate per week \$
Transport Worker Grade One	571.40	4%	594.30
Transport Worker Grade Two	585.00	4%	608.40
Transport Worker Grade Three	594.40	4%	618.20
Transport Worker Grade Four	602.60	4%	626.70
Transport Worker Grade Five	625.70	4%	650.70
Transport Worker Grade Six	631.00	4%	656.20
Transport Worker Grade Seven	647.40	4%	673.30
Transport Worker Grade Eight	677.90	4%	705.00
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	575.50	4%	598.50

Youths employed in the capacity of a Transport Worker Grade One:

	Percentage of the Wage for a Transport Worker Grade One
At 18 years of age	75
At 19 years of age	85
At 20 years of age	90

Youths employed by members of the Tallow Manufacturers' Association:

	Percentage of the Wage for a Transport Worker Grade One
At 16 years of age	65
At 17 years of age	70
At 18 years of age	75
At 19 years of age	85
At 20 years of age	90

**Table 2 - Allowances**

Division B - Ready-Mixed Concrete Industry

Item	Clause	Brief Description	Former Amount \$	New Amount (+4.0%, 2008 SWC) \$
1	7.2.1	Driver Agitator Trucks (per hour)	0.51	0.53
2	7.2.1	Maximum payment agitator trucks (per week)	19.91	20.71
3	7.2.4	Delivery/placement of concrete rate (per hour)	1.64	1.71

**Table 3 - Allowances**

Division C - Extra Payments

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount (+4.0%, 2008 SWC) \$
1	7.3.1	Leading hands (per week)	31.26	32.51
2	7.3.2	Collecting butchers bones, fat, etc. (per week)	6.47	6.73
3	7.3.3	Extra horses (per horse, per week)	16.27	16.92
4	7.3.4	RTA employees attending compressors (per day or part thereof)	4.59	4.77
5	7.3.5	Working in forests (per week)	20.38	21.20
6	7.3.6.1.1	Long/wide loads (per hr or part thereof)	1.62	1.68
7	7.3.6.1.1	Long/wide loads - minimum payment (per day)	6.47	6.73
8	7.3.6.1.2	Long/wide loads (per hr or part thereof)	3.03	3.15
9	7.3.6.1.2	Long/wide loads minimum payment (per day)	12.17	12.66
10	7.3.6.2	Rear-end steering (per hr or part thereof)	4.49	4.67
11	7.3.6.2	Rear-end steering minimum payment (per day)	17.74	18.45
12	7.3.7	HIAB cranes, etc. (per week)	27.65	28.76
13	7.3.8	Removal and delivery of furniture etc. (per day or part thereof)	5.19	5.40
14	7.3.9	Handling of diapers - weekly employees (per week)	2.16	2.25
15	7.3.9	Handling of diapers casual employees (per day)	0.44	0.46

**Table 4 - Other Work-Related Allowances**

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount (+4.0%, 2008 SWC)
1	19	Collecting moneys - \$30 - \$150 (per week)	4.91	5.11
2	19	Collecting moneys - \$150- \$250 (per week)	6.93	7.21
3	19	Collecting moneys - \$250 - \$400 (per week)	9.92	10.32
4	19	Collecting moneys - \$400- \$600 (per week)	14.54	15.12
5	19	Collecting moneys - over \$600 (per week)	19.29	20.06
6	20	Carrying money - on the level (per tonne)	0.97	1.01
7	20	Carrying money - upstairs (per tonne)	1.42	1.48
8	21	Carrying salt (per hour or part thereof)	0.97	1.01
9	22.1.1	Obnoxious materials - soda ash, etc. (per hour or part thereof)	0.85	0.88
10	22.1.2	Obnoxious materials - oxides (per hour or part thereof)	0.71	0.74
11	22.2	Obnoxious materials - loading and unloading (per hour or part thereof)	0.85	0.88
12	22.3	Obnoxious materials - transportation (per hour or part thereof)	0.47	0.49
13	22.7	Obnoxious materials - blast furnaces, etc. (per hour or part thereof)	0.73	0.76
14	42.1	First aid (per day)	2.11	2.19

**Table 5 - Reimbursement - Type Allowances**

Item	Clause	Brief Description	Former Amount \$	New Amount \$
1*	23.4.3	Overnight expenses (per day)	39.40	40.20
2*	23.5	Weekend/holiday expenses (per day)	36.60	37.35
3*	23.7	Camping out - weekly (per week)	85.00	86.80
4*	23.7	Camping out - daily (per day)	12.35	12.60
5*	24	Garaging (per week)	19.80	21.20
6*	18.2.1	Meals	11.10	11.70

\* Items have been increased in accordance with CPI June Quarter 2007 to June Quarter 2008.

**Table 6 - Long Distance Rate**

Long Distance Kilometre Rate

Old Rate - cents/km	New Rate - cents/km
29.17	30.34

3. This variation shall operate from the first pay period commencing on or after 29 November 2008.

P. J. CONNOR, Commissioner

(807)

**SERIAL C6739**

## **TRANSPORT INDUSTRY - QUARRIED MATERIALS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1288 of 2008)

Before Commissioner Connor

28 August 2008

### **VARIATION**

1. Delete clause 3, Arbitrated Safety Net Adjustments, of the award published 24 August 2001 (327 I.G. 39), and insert in lieu thereof the following:

#### **3. Arbitrated Safety Net Adjustments**

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- 3.1 any equivalent over award payments, and/or
  - 3.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

### **PART B**

#### **MONETARY RATES**

**Table 1 - Wages**

Classification	Former Wage Rate	State Wage Case 2008	New Wage Rate
	\$	%	Per Week \$
Transport Worker Grade 1	606.00	4%	630.20
Transport Worker Grade 2 Basic Standard			
Vehicle Class 1	609.00	4%	633.40
Vehicle Class 2	613.10	4%	637.60
Vehicle Class 3	621.80	4%	646.70
Vehicle Class 4	643.80	4%	669.60
Vehicle Class 5	648.90	4%	674.90
Certified Standard			
Vehicle Class 1	618.70	4%	643.40
Vehicle Class 2	622.80	4%	647.70
Vehicle Class 3	629.50	4%	654.70
Vehicle Class 4	651.50	4%	677.60
Vehicle Class 5	656.60	4%	682.90
Advanced Standard			
Vehicle Class 4	659.20	4%	685.60
Vehicle Class 5	662.30	4%	688.80
Transport Worker Grade 3	726.90	4%	756.00

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Former amount \$	New Amount \$
1	7.2	For every 2 tonnes or part thereof added to the aggregate mass	11.63	12.10
2	11.2	Quick shift change allowance	10.76	11.19
3	19.4 (c)	Travelling/Living allowance without itemised expense list (per day)*	39.40	40.20
4	19.5	Weekend and/or Public Holiday away from home (per day)*	36.60	37.35
5	19.9	Allowance to compensate for lack of public transport (per day)*	2.60	2.80
6	18.2	Meal allowance (notification not given)*	11.10	11.70
7	18.2	Meal allowance notification (given and then cancelled)*	11.10	11.70
8	36.1	First aid allowance (per day)	2.07	2.15

\* indicates item adjusted as per CPI to June quarter 2007 to June quarter 2008.

3. This variation shall operate from the first pay period commencing on or after 29 November 2008.

P. J. CONNOR, Commissioner

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(677)

SERIAL C6741

**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1286 of 2008)

Before Commissioner Connor

28 August 2008

**VARIATION**

1. Delete Clause 2A, Commitment, of the award published 20 April 2000 (315 IG 192) and insert in lieu thereof the following :

**2A. Commitment**

The wage increases arising under this award may be offset against any existing over award payments. The Union will not seek any increase in award rates that would be effective prior to 20 December 2008.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following :

**PART B****MONETARY RATES**

<b>Table 1 - Wages (Clause 1.1 - General Rates)</b>			
	Former Rate Per Week \$	SWC 2008 %	New Rate Per Week \$
Transport Worker Grade One	602.40	4%	626.50
Transport Worker Grade Two	619.50	4%	644.30
Transport Worker Grade Three	631.40	4%	656.70
Transport Worker Grade Four	641.80	4%	667.50
Transport Worker Grade Five	668.50	4%	695.20
Transport Worker Grade Six	675.20	4%	702.20
Transport Worker Grade Seven	695.50	4%	723.30
Transport Worker Grade Eight	737.00	4%	766.50

<b>Table 2 - Wages (Clause 1.2 Mobile Cranes &amp;c., Rates)</b>			
	Former Rate Per Week \$	SWC 2008 %	New Rate Per Week \$
(i) Mobile Cranes			
Grade A	731.40	4%	760.70
Grade B	748.00	4%	777.90
Grade C	764.40	4%	795.00
Grade D	780.70	4%	811.90
Additional Amount	16.52	4%	17.18
(ii) Mobile Hydraulic Platforms			
Grade A	667.30	4%	694.00
Grade B	671.00	4%	697.80
Grade C	695.20	4%	723.00
Grade D	711.90	4%	740.40
Grade E	731.40	4%	760.70
Additional Amount	1.60	4%	1.66

Grade F	731.40	4%	760.70
(iii) Crane Offsider	731.40	4%	760.70
(iv) Advanced Crane Offsider	764.40	4%	795.00

**Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)**

	Former Rate Per Week \$	SWC 2008 %	New Rate Per Week \$
Grade A	679.60	4%	706.80
Grade B	699.70	4%	727.70
Grade C	711.60	4%	740.10
Grade D	720.10	4%	748.90
Grade E	726.90	4%	756.00
Grade F	754.30	4%	784.50

**Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)**

	Former Rate Per Week \$	SWC 2008 %	New Rate Per Week \$
Grade A	657.20	4%	683.50
Grade B	671.00	4%	697.80
Grade C	695.20	4%	723.00
Grade D	711.90	4%	740.40
Grade E	731.40	4%	760.70
Additional Amount	1.60	4%	1.66

**Table 5 - Wages (Clause 1.5 Furniture Removals)**

	Former Rate Per Week \$	SWC 2008 %	New Rate Per Week \$
Furniture Removalist Offsider	608.70	4%	633.00

**Table 6 - Wages (Clause 1.6 - Chauffeurs)**

	Former Rate Per Week \$	SWC 2008 %	New Rate Per Week \$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	607.50	4%	631.80

**Table 7 - Allowances**

Item No.	Clause No.	Brief Description	Former Rate \$	New Rate \$
1	2.1	Furniture Removals	26.82 per week	27.89 per week
2	2.2.1	Driving agitator trucks	0.53 per hour	0.55 per hour
3	2.2.1	Maximum Payment - agitator trucks	20.57 per week	21.39 per week
4	2.2.2	Delivery/placement of concrete rate	1.71 per week	1.78 per week
5	2.3	Leading Hands	32.39 per week	33.69 per week
6	2.4	Collecting Butcher Bones, Fat, etc.	6.71 per week	6.98 per week
7	2.5	Extra Horses	16.84 per horse	17.51 per horse
8	2.6	Working in Forests	21.13 per week	21.98 per week
9	2.7.1.2	Long/wide loads	1.67 per hour or part thereof	1.74 per hour or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	6.71 per day	6.98 per day
11	2.7.1.3	Long/wide loads	3.14 per hour or part thereof	3.27 per hour or part thereof
12	2.7.1.3	Long/wide loads - minimum payment	12.58 per day	13.08 per day
13	2.7.2	Rear-end steering	4.62 per day	4.80 per day
14	2.7.2	Rear-end steering - minimum payment	18.37 per day	19.10 per day
15	2.8	HIAB cranes, etc.	29.50 per day	30.68 per day



16	2.9	Removal and Delivery of Furniture, etc.	5.36 per day	5.57 per day
17	2.1	Handling diapers - weekly employees	2.24 per week	2.33 per week
18	2.1	Handling diapers - casual employees	0.44 per day	0.46 per day
19	2.11	In charge of plant	15.83 per week	16.46 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	5.12 per week	5.32 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	7.11 per week	7.39 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	10.33 per week	10.74 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	15.03 per week	15.63 per week
24	2.12.5	Collecting moneys - \$600	20.01 per week	20.81 per week
25	2.13.1	Carrying goods - on the level	0.98 per tonne	1.02 per tonne
26	2.13.2	Carrying goods - upstairs	1.50 per tonne	1.56 per tonne
27	2.14	Carrying salt	0.98 per tonne	1.02 per tonne
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	0.89 per hour	0.93 per hour
29	2.15.1.2	Obnoxious materials - oxides	0.71 per hour	0.74 per hour
30	2.15.2	Obnoxious materials - loading and unloading	0.89 per hour	0.93 per hour
31	2.15.3	Obnoxious materials - transportation	0.50 per hour	0.52 per hour
32	2.15.7	Obnoxious materials - blast furnaces, etc.	0.74 per hour	0.77 per hour
33	2.16	First Aid	2.16 per day	2.25 per day
34	2.17	Garaging	21.25 per week	22.10 per week

**Table 8 - Travelling and Living Away Allowance (Clause 7)**

Item No.	Clause No.	Brief Description	Former Rate \$	New Rate \$
1*	7.4.3	Overnight Expenses	39.40 per day	40.25 per day
2*	7.6	Weekend/Holiday Expenses	36.60 per day	37.35 per day
3*	7.7	Camping out - weekly	85.00 per week	86.80 per week
4*	7.7	Camping out - daily	12.35 per day	12.60 per day

**Table 9 - Meal Allowances (Clause 8)**

Clause No.	Brief Description	Former Amount \$	New Amount \$
8.2.1*	Meal Allowance	11.10	11.70

\* Items have been increased by CPI June 2007 Quarter to June 2008 Quarter.

**Table 10 - Long Distance Rates (Clause 14)**

Item No.	Classification	Former Amount (cents/km)	New Amount (cents/km)
1	Transport Workers Grade 7 and below	30.96	31.50
2	Transport Worker Grade 8	32.45	33.00

**Table 11 - Income Protection On Six Day Rosters - Saturday (Clause 3.2.1)**

	Former Rate Per Week \$	Rate Per Week \$
Transport Worker Grade One	542.00	542.00
Transport Worker Grade Two	561.00	561.00
Transport Worker Grade Three	574.00	574.00
Transport Worker Grade Four	585.00	585.00
Transport Worker Grade Five	615.00	615.00
Transport Worker Grade Six	622.00	622.00
Transport Worker Grade Seven	644.00	644.00
Transport Worker Grade Eight	690.00	690.00

<b>Table 12 - Income Protection On Six Day Rosters - Sunday (Clause 3.2.2)</b>		
	Former Rate Per Week \$	Rate Per Week \$
Transport Worker Grade One	634.80	634.80
Transport Worker Grade Two	657.00	657.00
Transport Worker Grade Three	672.30	672.30
Transport Worker Grade Four	685.70	685.70
Transport Worker Grade Five	720.20	720.20
Transport Worker Grade Six	728.90	728.90
Transport Worker Grade Seven	755.10	755.10
Transport Worker Grade Eight	808.70	808.70

<b>Table 13 - Income Protection On Seven Day Rosters - Saturday And Sunday (Clause 3.2.3)</b>		
	Former Rate Per Week \$	Rate Per Week \$
Transport Worker Grade One	811.10	811.10
Transport Worker Grade Two	839.40	839.40
Transport Worker Grade Three	859.00	859.00
Transport Worker Grade Four	876.10	876.10
Transport Worker Grade Five	920.20	920.20
Transport Worker Grade Six	931.30	931.30
Transport Worker Grade Seven	964.90	964.90
Transport Worker Grade Eight	1033.40	1033.40

3. This variation shall operate from the first pay period commencing on or after 20 December 2008.

P. J. CONNOR, Commissioner

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## WESTERN SYDNEY BUSES BUS OPERATORS' TRANSITWAY ENTERPRISE (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Western Sydney Buses Division of the Government Service.

(No. IRC 1494 of 2008)

Before Mr Deputy President Grayson

12 September 2008

### AWARD

#### SECTION 1 - APPLICATION AND OPERATION OF AWARD

##### 1. Title

This Award shall be known as Western Sydney Buses Bus Operators Transitway Enterprise (State) Award 2008 ("the Award").

##### 2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	No Extra Claims
4.	Parties Bound
5.	Area, Incidence And Duration
6.	Wage Increases
7.	Salary And Wages
8.	Payment Of Wages
9.	Hours Of Work
10.	Rosters
11.	Cancellation Of Rostered Days Off
12.	Meal Breaks
13.	Attending For Duty
14.	Attending Office
15.	Attending Court
16.	Jury Service
17.	Making Reports
18.	Overtime
19.	Broken Shifts
20.	Guarantee Of Minimum Wages
21.	Casual Employees
22.	Sick Leave
23.	Annual Leave
24.	Long Service Leave
25.	Personal/Carers Leave
26.	Anti Discrimination
27.	Parental Leave
28.	Dispute Settling Procedure
29.	Bus Operator And Trainee Bus Operator Duties
30.	Contract Of Employment
31.	Probation Period
32.	Training

33. Traineeships
34. Uniforms
35. Surpluses And Shortages
36. Picnic Day
37. Skills Competency
38. Team Leaders
39. Commitment To Consult
40. Union Delegates
41. Salary Sacrifice For Superannuation
42. Temporary Employee
43. Public Holidays
44. Fatigue Management
45. Maternity Leave
46. Adoption Leave
46. Assistance With Job Applications
47. Training For Acting In Bot 1 And Bot 2 Duties
48. Alcohol And Drug Testing
49. Ohs Training
50. Wage Increases

Attachment A - Management Of Sick Leave

Attachment B - Trainee Bus Operator & Bus Operator Part  
Time Hours Of Work

Attachment C - Wage Rates & Allowances

## **PART A**

### **SECTION 1 - APPLICATION AND OPERATION OF AWARD**

#### **3. No Extra Claims**

The Union undertakes not to pursue any claims for the duration of the Award's nominal life.

#### **4. Parties Bound**

- (a) Western Sydney Buses ("the Employer"); and
- (b) Australian Rail, Tram and Bus Industry Union ("the Union").

#### **5. Area, Incidence and Duration**

This Award shall operate from 12 September 2008, and remain in force until 12 September 2010, and shall apply to all Trainee Bus Operators, Bus Operators, Team Leaders and other employees employed by the Employer on and in association with the Liverpool - Parramatta Transitway Bus Route.

#### **6. Wage Increases**

See clause 50.

#### **7. Salary and Wages**

Employees engaged in the following classifications shall be paid the wage rates prescribed by Attachment C of this agreement.

1. Trainee Bus Operator
2. Bus Operator
3. Team Leader

### 8. Payment of Wages

The Employer shall deposit the employee's wages into the employee's financial institution on a fortnightly basis.

### 9. Hours of Work

- (a)
  - (i) The ordinary hours of work shall be 38 hours divided into not more than five shifts and shall constitute the ordinary hours of duty of each weekly period, excluding Sunday.
  - (ii) Hours greater than 38 and up to 40 hours a week shall be time counted towards authorized days off.
- (b) The ordinary hours of duty on any shift shall be not less than seven (7) hours and not more than twelve (12) hours in any twenty four (24) hour period.
- (c) No employee shall be rostered to begin a new shift without having been off duty for at least ten consecutive hours. In cases of emergency this may be reduced to eight (8) hours in consultation with the employees representative.
- (d) Authorised days off (ADO's) shall be accrued by working more than 38 hours in a week and up to and including 40 hours a week. ADO's shall be rostered in blocks of up to 5 consecutive days twice a year. The remaining ADO's accrued for the year shall be banked. The banked ADO's may be taken at the same time as annual leave is cleared (with no loading attached) or by other arrangement with the Employer.
- (e) Employees will be entitled to a shift allowance for time worked between 8 pm and 5 am at the rate of 15% of the hourly rate (Attachment C).
- (f) Saturday Work  

Time worked on Saturdays shall be paid for at the rate of time and a half.
- (g) A "Shift Worker" means an employee who works regularly to a roster, which provides for work being performed during hours, which result in a shift work allowance entitlement.

### 10. Rosters

- (a) All known duties to be performed by employees shall be rostered.
- (b) Employees shall be rostered off on two clear days in each rostered week.
- (c) Employees shall sign off at the Depot at which they signed on unless an agreement to do otherwise is reached by the employees or their representatives and the employer.
- (d) Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.
- (e) Rosters shall be posted four days before coming into operation and shall be complete, except as provided in subclause (g) hereof.
- (f) In emergency cases, time permitting; the employer should consult with the employee representative on the need for the roster adjustment.
- (g) No alteration shall be made to the work of any employee except in cases of sickness, accident, failure for duty, or suspension from duty of an employee, attendance of an employee at Court, Coronial enquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to

attending duty on the shift preceding the one altered. However, if an employee has two days off together, he/she may be advised of any alteration to his/her work on the first of his/her days off.

The provisions of this clause shall not apply in circumstances that could not be anticipated.

- (h) In the event of an employee applying for leave on a public holiday and such leave is granted, such employee shall not be required to work on such public holiday unless the employee representative and the employer agree otherwise.
- (i) Where an employee is rostered for duty and such rostered work does not allow a 10 hour break before attending for the next rostered shift, an employee will be entitled to be absent until the expiry of the 10 hour break without deduction of pay for ordinary time of duty for such absence, with the exception of subclause 9(c).
- (j) Except for emergency spare shifts the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts.
  - a. Straight shifts - Where practicable a minimum of three hours shall be performed on either portion before or after meal relief.
- (k) Copies of the base roster and all alterations thereto shall be supplied to the employee representative upon request.
- (l) Recovery time of a minimum of 6 minutes is to be rostered between in service timetabled journeys at Parramatta and Liverpool terminals. During this time bus operators are to check the bus for lost property.
- (m) Any complaint about the adequacy of recovery time shall be considered by the employee representative and the Employer and resolved amicably. Should the parties be unable to resolve the complaint after applying clause 28 Dispute Settling Procedure, the matter shall be referred to the Australian Industrial Relations Commission for determination.

#### **11. Cancellation of Rostered Days Off**

- (a) Any employee required to work on his/her rostered day off shall do so unless prevented by ill health on the day concerned.
- (b) An employee cannot work more than 4 rostered days off in a four-week roster cycle.
- (c) Wherever practicable at least 12 hours notice of cancellation of a rostered day off shall be given. However, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.
- (d) Provided that 48 hours notice is given by the employer of cancellation of a rostered day off another day off may be given in the same working week. Should an employee not receive 48 hours' notice of the restoration of the day off cancelled, he/she shall be paid at the rate of time and a half.
- (e) When an employee works on his/her rostered day off and is not given another day off in lieu thereof in the same working week, the employee shall be paid at the rate of time and a half.
- (f) Upon an employee becoming aware that he/she is required to work on his/her rostered day off, he/she may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer subclause (a) hereof shall not apply.
- (g) No employee shall absent himself/herself on any day merely because of having worked or being required to work on his/her rostered day off.

- (h) An employee who works on his/her rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the employer as reasonable, shall forfeit the applicable rates prescribed in this clause for working on a rostered day off.
- (i) Where at least 5 days notice is given of an alteration to rostered duty by which a rostered day off is changed, the penalty prescribed in subclause (d) hereof will not apply.

### 12. Meal Breaks

- (a) Employees shall not be rostered to work for more than 5 hours without a meal break or crib.
- (b) A minimum of 40 minutes and a maximum of 60 minutes shall be rostered for an unpaid meal break.
- (c) The meal break may be reduced to a 30 minute unpaid break in the event of late running. If the same run is late for a period of three consecutive days or the same day over three consecutive weeks schedulers will review and make the necessary adjustments.
- (d) Meal breaks shall be given where practicable in the order in which employees take up duty on the am shifts and in the order in which they finish duty on the pm shifts.
- (e) The employer shall attempt to provide meal breaks to employee where meal rooms are provided. Where an employee is rostered for a meal break where no meal room is available a meal allowance shall be provided. (Attachment C)
- (f) Crib breaks shall be taken in the employer's time and the minimum time to be rostered for crib shall be 30 minutes.
- (g) In the event of the time available for crib being reduced to less than 30 minutes, the employer shall, upon being notified of the fact by the employee concerned, arrange another crib time as early as practicable to ensure RTA regulations are met.

### 13. Attending for Duty

- (a) An employee's start time shall be determined by the employer and time shall be calculated from when the employee signs on for his/her duties in the depot. The employee shall sign off at the end of the shift at the depot.
- (b) The employee shall be allowed sufficient preparation time immediately after signing on for the shift.
- (c) The employee shall be allowed sufficient time for required duties immediately prior to signing off.
- (d) By agreement between the employee and employer, employees may be permitted to sign off immediately after securing the bus at its final destination for the shift. This is providing there are adequate arrangements in place for paying in notes and coins and securing any property of the Employer.

If the above provision is utilised the employee would be scheduled to complete the shift at the final destination.

- (e) By agreement between the employee and employer, employees may be permitted to sign on and commence duty at the terminal. This is providing there are adequate arrangements in place for collecting notes and coins and obtaining any property of the Employer that the employee may require during the shift. If the above provision is utilised the employee would be scheduled to commence the shift at the initial departure terminal.
- (f) An employee, who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to him/her personally that he/she was not required for duty.

- (g) An employee, who commences duty and is subsequently told that he/she is not required, shall receive a minimum of seven hours pay.
- (h) If an employee becomes unavailable or fails to attend for their rostered shift the employer may use a casual employee to work that shift.
- (i) All employees are required to wear the appropriate uniform supplied by the employer. All employees must be well presented at all times.
- (j) Sub-clauses (f) and (g) do not apply to casual and to part time employees.

#### **14. Attending Office**

- (a) An employee, who is instructed to attend head office or elsewhere to answer complaints, furnish reports, supply statements or affidavits, or to submit to medical examination or eyesight or hearing tests (except in the case of an employee on leave on account of ill-health or injury), shall be paid for the time occupied at ordinary rates and reimbursed reasonable fares.
- (b) The provisions of this sub-clause do not apply to an employee attending to answer charges or reports of his/her own misconduct from which he/she is not subsequently exonerated, or to tender an explanation of failure to attend for duty.
- (c) Where the employee so attends and the distance travelled exceeds the distance from his/her place of residence to their depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid where the time is not otherwise paid for.

#### **15. Attending Court**

An employee who has been notified to attend any court as a witness for or at the request of the Employer or at the Coroner's Court in his official capacity in respect of the death of a person resulting from an accident involving an Employer's vehicle shall be treated in respect of payment for time occupied as follows:

- (a) Unless the employee has previously started work for the day he/she is to be treated, for the purpose of payment, as signing on at the time he/she reports as directed to such place as he/she may be instructed.
- (b) All time occupied from signing on until signing off at his/her depot or being discharged by the officer in charge of the case (after contacting his/her depot manager) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
- (c) When the employee would have been employed in a higher grade, but for attending Court, he/she is to be allowed payment for all time paid for under paragraph (b) above at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which he/she is paid under paragraph (b) above.
- (d) Where the employee commences and/or finishes on the day at other than his/her home depot he/she is to be allowed any excess travelling time at single rate, and allowed payment for such time at the higher-grade rate if applicable.
- (e) Where employees who are no longer required at Court are directed to resume duty at their depot they are to be signed off not later than 9 hours after the time of reporting to such place as they may be instructed.
- (f) Where the employee is required to return to the Court after the meal recess, a meal break up to a maximum of 60 minutes is to be deducted and a meal allowance is to be paid. (Attachment C)

#### **16. Jury Service**

- (a) The Employer shall pay the difference between the amount received from the court by the employee for their attendance and the employees rostered shift if the employee is required to attend for jury service



- (b) An employee shall notify the employer as soon as possible of the date that the employee is required to attend for jury service. Further, the employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- (c) If an employee reports for Jury Duty and is not required the employee shall report for duty at the employee's depot.

### 17. Making Reports

- (a) An employee shall be allowed 15 minutes at single rates for making an accident report in his/her own time where this is essential, subject to the proviso that an employee, who is subsequently found guilty of neglect or fault, shall not be entitled to this payment.
- (b) Fifteen minutes shall be allowed for the completion of an accident report when the report is completed in the Employer's time.
- (c) An employee shall be allowed 5 minutes at ordinary rates for each report made in his/her own time concerning any other matter, except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the depot manager this allowance may be extended to 15 minutes.

### 18. Overtime

- (a) All time worked in excess of eight hours fifteen minutes in any shift; or
- (b) Time worked in excess of 40 hours in any week shall stand-alone and be paid for at the rate of time and a half. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- (c) Sunday Work
  - (i) An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than three (3) hours work at the rate of double time.
  - (ii) Sunday work is to be treated as voluntary overtime.
  - (iii) Notwithstanding anything provided elsewhere in this agreement, the Employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.
- (d) Voluntary Overtime
  - (i) The Employer is able to utilise all employees on voluntary overtime.
  - (ii) Permanent full time employees shall be offered the first opportunity to register and perform voluntary overtime.
  - (iii) Where practicable, providing all permanent full time employees have been afforded the opportunity to register and perform voluntary overtime, permanent part time employees shall be afforded the opportunity to register and perform voluntary overtime.
  - (iv) Where practicable, providing all permanent full time employees and permanent part time employees have been afforded the opportunity to register and perform voluntary overtime, casual employees shall be afforded the opportunity to register and perform voluntary overtime.
  - (v) Voluntary overtime other than that performed on a Sunday shall be paid at the rate of time and a half.

### 19. Broken Shifts

A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid

A Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.

The maximum spread of hours on any broken shift shall be 12.

Broken shifts - Where practicable a minimum of three hours shall be performed on either portion of such shifts with no break without pay in a day's duty to be less than two hours.

All time worked on a broken shift on Mondays to Fridays after a spread of 9.5 hours shall be paid at the following rates:

Between a spread of 9.5 and 10.5 hours	time and a half;
After 10.5 hours	double time.

All time worked on a broken shift on Saturdays and public holidays shall be paid at the rate of double time.

For all time on duty between the hours of 8.00 pm and 5.00 am (other than on Saturdays, Sundays and public holidays) employees, except those employed on broken shifts, shall be paid 15% more than their ordinary rates.

Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

Employees working broken shifts shall not be provided with time for a meal break.

No employee shall be called upon to work a broken shift on a Sunday.

### 20. Guarantee of Minimum Wages

- (a) Subject to the provisions of this clause, an employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- (b) Where through absence from duty on any day or part thereof time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of the lost time only.
- (c) Nothing in this clause shall affect the right of the Employer to deduct payment for any day or shift that an employee cannot be usefully employed because of any strike or through any stoppage of work by any cause for which the Employer cannot reasonably be held responsible, or because of the failure of the employee to perform any work allotted to or available for them during such period of strike or stoppage of work.

### 21. Casual Employees

- (a) A casual employee shall mean an employee engaged on a daily basis.
- (b) All casual employees shall be paid at the applicable rate provided for in Part B Table 1 in addition to a 20% casual loading.

### 22. Sick Leave

- (a) All employees, excluding casual employees, with more than three (3) months continuous service with the Employer, shall be entitled to a maximum of eight (8) cumulative sick days per year, without loss of pay, where the employee is unable to attend for duty as a result of personal illness or incapacity

(excluding any illness or injury resulting from the Worker's Compensation Act 1997) subject to the following:

- (i) The employee shall provide the Employer with as much notice as reasonably possible of their inability to work a rostered shift.
  - (ii) The employee shall provide the Employer with medical certificates within three (3) calendar days of the first day of absence, whether they have returned to work or not. For longer-term absences, the employee shall continue to supply medical certificates within three (3) calendar days of expiration of the previous certificate.
  - (iii) The employee will inform the Employer by 3.00 pm the day before of their intention to return to work.
- (b) Employees entitled to sick leave shall be paid at the daily rate provided for in Table 1 - Salary and Wage Rates, of Attachment B of this agreement for full day absences or the pro rata hourly rate as provided in the same table for part day absences. The procedures for managing sick leave are documented in Attachment A of this agreement.
- (c) Sick leave taken by an employee under 22 (a) is deducted from the amount of personal/carers leave allocated under clause 25.4

### **23. Annual Leave**

- (a) Refer to the New South Wales *Annual Holidays Act* 1944 ("the Act").
- (b) In addition to the provisions of the Act the following shall also apply:
- (i) Shift workers shall be entitled to 25 days annual leave per year. Non-shift workers shall be entitled to 20 days annual leave per year.
  - (ii) An employee, at the time of his/her entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment calculated on the basis of 20 per cent of the holiday pay for that period of annual leave. Should circumstances arise where an employee has received an annual leave loading to which he/she is not entitled, then such payment shall be deducted from any monies due at termination.
  - (iii) The Employer will not accept the transfer of accrued Annual Leave entitlements of employees that are engaged from other Public Sector agencies or utilities.

### **24. Long Service Leave**

- (a) Long Service Leave will accrue as per the provisions of Schedule 5 of the *Transport Administration Act* 1988 (NSW)
- (b) Employees of Western Sydney Buses are entitled to access Long Service Leave at a minimum period of one day.
- (c) Employees applying to clear Long Service Leave for periods of one week or longer should wherever possible make application one month prior to the date of clearance. Applications for Long Service Leave to be cleared as an emergency can be made with 24 hours notice.
- (d) Western Sydney Buses will allocate leave availability to one person per day per 4 weekly period roster. If two employees apply for long service leave for the same time period the leave will be granted to the employee who had applied first. The Depot Manager may approve leave for more than one person in a time period if the staff situation allows.

## 25. Personal/Carers Leave

### Personal Leave

25.1 Personal leave consists of the following three types of leave:

- (a) sick leave;
- (b) carer's leave; and
- (c) compassionate/bereavement leave

25.2 All employees, other than casual employees, will be entitled to Personal Leave in accordance with this clause.

25.3 For the purpose of this clause:

Immediate family means:

spouse (including a former spouse, a de facto spouse and a former de factor spouse) of the employee. A de facto spouse, in relation to a person, means a person of the same or opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person or on a bona fide domestic basis although not legally married to that person; and

child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Year means:

the period of twelve months from 1 January to 31 December inclusive.

25.4 Accumulated paid sick leave means:

paid sick leave, which accrued to an employee's credit in any previous calendar year, which has not been cleared by the employee as paid sick leave.

Current paid sick leave means:

paid sick leave, which has accrued to an employee's credit in the current calendar year, which has not been cleared by the employee as paid sick leave.

### Paid Sick Leave

Employees are entitled to eight days paid sick leave per year (Clause 22)

Paid sick leave will be credited on a pro rata basis in the first year of service.

Sick leave not used in any year shall accumulate.

25.5 Carer's Leave

Subject to an employee having sufficient paid sick leave available, employees are entitled to use up to a maximum of five days paid carer's leave per Year.

Paid carer's leave is deducted from paid sick leave.

The entitlement to use up to a maximum of five days per year, paid sick leave, as paid carer's leave, does not accumulate from year to year.

An employee may elect, with the consent of the employer, to take unpaid leave as carer's leave.

Paid and unpaid carer's leave may be taken for part of a single day.

An employee's entitlement to use paid or unpaid carer's leave is subject to the following:

- (a) the employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the employee being responsible for the care of the person concerned.
- (c) The employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

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

The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 25.6 Compassionate/Bereavement Leave

An employee is entitled to up to two (2) days paid leave on each occasion a member of the employee's immediate family or household dies.

Proof of death must be provided to the satisfaction of the employer, if required.

### 26. Anti Discrimination

- (a) It is the intention of the parties bound by this agreement to seek 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.

### 27. Parental Leave

An employee is entitled to parental leave in accordance with this clause and with Western Sydney Buses Parenting Leave Procedures.

- (a) An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two (2) years of age at the time the leave commences.
- (b) An employee who has completed forty (40) weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- (c) Parental Leave is for a period of not more than fifty-two (52) weeks from the date the leave commenced.
- (d) Parental Leave is unpaid leave, and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- (e) An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- (f) An employee must not unreasonably withhold notice of intention to apply for parental leave.

- (g) An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists. But if the employee's position has ceased to exist during the period of parental leave, the employee will return from parental leave as a Displaced Officer and will be subject to the State Transit Authority Displaced Officer Policies.

### **28. Dispute Settling Procedure**

Any dispute between employees, the Union and Employer shall be settled by following the steps outlined below. The *Australian Workplace Relations Act, 1996*, specifies that normal work must continue while these procedures are being followed. If a health or safety risk is present, the OHS&R Officer should be notified for appropriate assessment and action.

Step 1 - Employees or the employees' representative should contact the Liverpool - Parramatta Transitway Manager in the first instance. The Liverpool - Parramatta Transitway Manager must commence to deal with the dispute as quickly as possible.

Step 2 - If the dispute is unresolved, the employee and/or the employees' representative must approach the designated Manager, Western Sydney Buses to resolve the dispute.

Step 3 - If the matter remains unresolved, the Employer or the union/s are to refer the dispute to the Unions NSW (advice to be provided to other party) following which a 72 hours cooling off period is to take place, to enable Unions NSW to assist in the resolution of the dispute. The 72 hours does not include weekends and public holidays.

Step 4 - Referral to the New South Wales Industrial Relations Commission (NSWIRC)

If, following action under steps 1 to 3, the dispute remains unresolved; any party to the dispute may refer the dispute to the New South Wales Industrial Relations Commission (NSWIRC) for conciliation and /or arbitration as per Chapter 3, Part 1, ss 130 to 136 inclusive of the Act or its successor.

### **29. Bus Operator and Trainee Bus Operator Duties**

Where required by the Employer, an employee's duties shall include minor repairs such as changing tail lights and each bus operator shall be ready willing and able to perform minor road side repairs.

All employees may be required to perform other incidental duties that shall include but not be limited to the cleaning and washing of buses.

### **30. Contract of Employment**

In the case of full time and part time employees, the contract of employment may be terminated by either the Employer or the employee pursuant to the *Australian Workplace Relations Act 1996*. Such notice shall not apply where the employee is terminated for misconduct.

### **31. Probation Period**

All new employees, where applicable, shall serve a three (3) month probation period. At the completion of the probation period the employee shall be informed of their current employment status.

### **32. Training**

All employees will receive the required level of training to perform their duties competently. All training will be paid for at single time.

### **33. Traineeships**

- (a) Traineeships pursuant to the *Apprenticeship and Traineeship Act 2001* (the Act) may be offered by the Employer.

- (b) Trainees pursuant to the Act shall be trained in all modules to a level of competency required to obtain a Certificate III Transport and Distribution (Road Transport) qualification.
- (c) Employees who qualify for a Traineeship pursuant to the Act shall commence at the Trainee Bus Operator rate of pay specified in Attachment C. Subject to satisfactory completion of relevant competencies to be undertaken in the first twelve months of the Traineeship, an employee engaged under a Traineeship will progress to the rate of pay of Bus Operator after twelve months full time service or part time equivalent.
- (d) Where an employee at the time of commencement with the employer holds all relevant units of competency, which fulfil the employer's requirements from the Road Transport Training Package, the employee shall commence at the rate of pay of Bus Operator as specified in Attachment C.
- (e) Where an employee at the time of commencement with the employer holds less than the total number of required relevant competency units from the Road Transport Training Package, the employer will recognise any relevant competencies held. Such employees shall be afforded accelerated advancement to the rate of pay of Bus Operator specified in Attachment C, proportionate to the number of recognised relevant competencies held.
- (f) Where an employee with previous recent service with the State Transit Authority Division of the New South Wales Government Service as a Bus Operator Level 2 or higher, commences employment with the employer, the employee shall commence at the rate of pay of Bus Operator specified in Attachment C. Recent service shall be taken to mean service with the State Transit Authority Division of the New South Wales Government Service within a twelve month period immediately prior to the commencement of employment with the employer.

#### **34. Uniforms**

- (a) All employees are required to wear a uniform. The uniform will remain the property of the Employer and it shall be the duty of the employee to retain it in reasonable condition.
- (b) Uniforms will be provided by the Employer and will be replaced on a fair wear and tear basis.

#### **35. Surpluses and Shortages**

- (a) Employees shall be required to collect revenue during each driving shift and pay in all revenues at the completion of the shift.
- (b) All shortages for which there is no satisfactory explanation to the employer are to be met by the employee.

#### **36. Picnic Day**

- (a) Where reasonably practicable an employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic. Such employee if required by the Employer to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.

#### **37. Skills Competency**

- (a) The Employer may direct an employee to carry out such duties where practical within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote deskilling.
- (b) The aim of this clause is to maximize the flexibility of the Employer's workforce and to eliminate classification demarcation issues.
- (c) Any direction issued by the Employer shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

- (d) The parties will create a genuine career path for employees that allow advancement, based on industry accreditation and access to training.

### **38. Team Leaders**

A Team Leader is a bus operator who is engaged to carry out the following duties as required but limited to:

- (a) Act as Liverpool - Parramatta Transitway Manager as required.
- (b) Provide support to Liverpool - Parramatta Transitway Manager.
- (c) Perform yard duties.
- (d) Provide training support to employees.

### **39. Commitment to Consult**

The Employer is committed to consulting with its' employees regarding change, Occupational Health and Safety and the operation of the business.

### **40. Union Delegates**

- (a) The Employer will allow reasonable access to a telephone, facsimile, postal, photocopying, e-mail and internet facilities for the purpose of carrying out work as a delegate and consulting with new employees and other workplace colleagues and the union in accordance with this provision for the purpose of ensuring the compliance with, understanding of, and the proper operation of, this agreement. It is noted that such access will remain within reasonable limits.
- (b) The Employer provides the above facilities (including access by a delegate to members or potential members) on the basis that they are reasonable and do not unduly interfere with the delegate's primary duties as an employee of the Employer.

### **41. Salary Sacrifice for Superannuation**

- (a) Notwithstanding the wage rates prescribed by Attachment 2 of this Agreement, an employee may elect, subject to there being no garnishee, Family Law Court or other Court Order applying to and affecting the employee's wage, to sacrifice a portion of the wage payable under this Agreement, to additional Employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) per cent of the wage payable under this Agreement or fifty (50) per cent of the currently applicable "superannuable salary", whichever is the lesser. In this Clause, "superannuable salary" means the employee's salary as required to be notified to the New South Wales public sector superannuation trustee corporations.
- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional Employer superannuation contributions:
  - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
  - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Agreement or any other applicable certified Agreement, 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 Attachment 2 of this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.



- (c) The employee may elect to have the portion of payable salary, which is sacrificed to additional Employer superannuation contributions:
  - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional Employer contributions; or
  - (ii) subject to the agreement of the Employer and any relevant policy of the Employer, which may operate from time to time, paid into a private sector complying superannuation scheme as Employer superannuation contributions.
- (d) Where an employee elects to salary sacrifice in terms of sub-clause (c) above, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the employee is a member of a superannuation scheme established under the:
  - (i) *Superannuation Act 1916*;
  - (ii) *State Authorities Superannuation Act 1987*;
  - (iii) *State Authorities Non-contributory Superannuation Act 1987*; or
  - (iv) *First State Superannuation Act 1992*

the employer must ensure that the amount of any additional Employer superannuation contributions specified in sub-clause (a) above is included in the employee's superannuable salary, which is notified to the New South Wales Public Sector Superannuation Trustee Corporations.

- (f) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (d) above, the Employer will continue to base contributions to that fund on the salary payable under Attachment 2 to the same extent as applied before the employee sacrificed a portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

#### **42. Temporary Employee**

- (a) A Temporary Employee is an Employee, not being a full time, permanent part time or casual employee, who is employed for a project with a set period of time or to replace employees who are absent for a period of greater than one month.
- (b) The ordinary hours of a full time temporary employee shall be the same as for a full time employee.
- (c) The ordinary hours for a part time temporary employee shall not be less than 3 hours per day and may not exceed 38 hours per week.
- (d) A temporary full time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.
- (e) A temporary full time employee who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours pay.
- (f) A temporary part time employee who attends for duty in accordance with instructions and is not required for duty on that day shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.
- (g) A temporary part time employee who commences duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 7/9ths of the total shift, whichever is the greater.

- (h) Where the Employer intends to employ a temporary employee the Employer shall duly notify the employee representative.

#### **43. Public Holidays**

- (a) A full time or part time employee under this Agreement is entitled to Public Holidays without loss of pay as Gazetted from time to time by the New South Wales Government.
- (b) With the exception of Easter Saturday all work performed on Public Holidays, including work performed by casual employees, the rate of time and a half shall apply in addition to a payment of 7 hours and 36 minutes in lieu of the public holiday.
- (c) Employees, including casual employees, performing work on Easter Saturday shall be paid at the rate of double time for ordinary hours worked in addition to a payment of 7 hours and 36 minutes in lieu of the public holiday.
- (d) A part time or casual employee engaged on any public holiday, including Easter Saturday, for a shift length of less than 7 hours and 36 minutes shall receive a payment in lieu of the Public Holiday proportionate to the length of the shift performed.
- (e) Where an employee is absent from duty on the working day before and the working day after a Public Holiday without medical certification or without the consent of the Employer, the employee shall not be entitled to payment for such holiday.

#### **44. Fatigue Management**

- (a) Fatigue management principles apply to all employees covered by this agreement.
- (b) No employee will be rostered in excess of Award Conditions and will not be permitted to work more than twelve hours in a 24- hour period.
- (c) An employee must have total of 12 hours rest in a 24-hour period, of which 10 hours must be consecutive between shifts.
- (d) No employee will work more than 24 days in a twenty-eight day period.
- (e) No employee will work more than twelve (12) days straight.
- (f) A 24-hour period commences from the time of the first sign on.
- (g) No employee will work or be required to work more than five hours straight without a break.

#### **45. Maternity Leave**

- 45.1 A female employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parental Leave Policy.
- 45.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 45.3 Maternity leave is a period of not more than 4 weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 45.4 An employee is entitled to a maximum of 9 weeks paid maternity leave at the base rate. The paid leave can be taken:
- in a lump sum payment at the commencement of maternity leave or;
  - as full pay on a fortnightly basis while on maternity leave or;

- as half pay on a fortnightly basis while on maternity leave or;
  - in any combination of the above options.
- 45.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period.
- 45.5.1 The accrued annual leave can be taken:
- (a) in a lump sum payment at the commencement of maternity leave or
  - (b) as full pay while on maternity leave or;
- 45.5.2 The accrued long service leave can be taken:
- (a) in a lump sum payment at the commencement of maternity leave or
  - (b) as full pay while on maternity leave or;
  - (c) as half pay while on maternity leave or;
- 45.6 Long service leave may be cleared in any combination of the above options.
- 45.7 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 45.8 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 45.9 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 45.10 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during the period of maternity leave, the employee will return from maternity leave as a Displaced Officer and will be subject to the State Transit Displaced Officer Policy.
- 45.11 An employee may be granted an extension to maternity leave beyond 52 weeks from the date of birth, but an employee who returns to work after an extension of maternity leave beyond the 52 weeks from the date of birth will be treated as a displaced officer and will be subject to the State Transit Displaced Officer Policy. Note; any employee taking extended Maternity leave will be required to clear accumulated Annual leave prior to commencing extended maternity leave.
- 45.12 If an employee requests part-time work on return from maternity leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 45.13 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

#### **46. Adoption Leave**

- 45.1 Employees are entitled to paid adoption leave in accordance with this clause and with State Transit's adoption leave policy.
- 45.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave.
- 45.3 Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child.

- 45.4 Employees will be entitled to a maximum of 9 weeks paid adoption leave at the base rate. The paid leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or;
  - (b) as full pay on a fortnightly basis whilst on adoption leave or;
  - (c) as any combination of the above options.
- 45.5 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- 46.5.1 The accrued annual leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or
  - (b) as full pay while on adoption leave
- 45.5.2 The accrued long service leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or
  - (b) as full pay while on adoption leave or;
  - (c) as half pay while on adoption leave or;
- 45.6 Long service leave can be cleared in any combination of the above options.
- 45.7 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 45.8 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 45.9 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 45.10 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the employee's position has ceased to exist during the period of adoption leave the employee will return from adoption leave as a Displaced Officer and will be subject to the State Transit Displaced Officer Policy.
- 45.11 Employees may be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child. If an employee returns to work after an extension of adoption leave beyond the 52 weeks from the time the employee takes custody of the child, they will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Policy. Note; Any employee taking extended Adoption leave will be required to clear accumulated Annual leave prior to commencing extended Adoption leave.
- 45.12 If an employee requests part-time work on return from adoption leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 45.13 If an employee requests a job share arrangement on return from adoption leave, State Transit will, where this is practical, provide a job share arrangement for the employee.

#### **46. Assistance With Job Applications**

The Depot Manager will be designated as the contact point for Bus Operators seeking assistance in preparing resumes and job applications for positions within Western Sydney Buses.

All material relating to how to apply for positions is to be written in "plain English".

#### **47. Training for Acting in Bot 1 and Bot 2 Duties**

Two Bus Operators will be selected through the merit selection process, one to be trained as a Bus Operator Trainer level 2 and the other as a Bus Operator Trainer level 1. Once these two employees have successfully completed their training they will be used by Western Sydney Buses management to train new employees as required. When undertaking this training role they will be paid at the higher rate of pay of BOT 2 and BOT 1s contained in Attachment C, Table 1.

#### **48. Alcohol and Drug Testing**

The Parties recognise the legislative obligations to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of legislation relating to random drug and alcohol testing and the internal programs that are in place.

#### **49. Ohs Training**

- (a) The parties recognize the obligation of Western Sydney Buses to provide a safe and healthy workplace, with all employees responsible for their own safety, the safety of other employees and the general public.
- (b) Western Sydney Buses will determine the standards and requirements of training for employees, in consultation with employees and their representatives. A certificate will be awarded to employees who successfully complete the training.
- (c) Every employee will have the opportunity to attend a minimum of 2 hours paid awareness OHS training each year.

#### **50. Wage Increases**

A 4% wage increase will apply to employees covered by this Award on and from the first full pay period on or after 12 September 2008. An additional 4% increase in wages will apply on and from the first full pay period on or after 12 September 2009.

### **ATTACHMENT A**

#### **MANAGEMENT OF SICK LEAVE**

##### **Absence Management Procedures**

##### **Commitment to Reduction in Sick Leave Levels**

The Parties to this Award are committed to ensuring Western Sydney Buses as a business remains competitive and is positioned to secure future contracts for bus services by achieving industry best practice in a range of areas. One such area is the need to reduce the costs associated with average sick leave levels.

To ensure that sick leave levels are reduced to an average of five days per annum or less, the Parties have agreed to implement stringent procedures for the management of employee absence relating to personal illness and injury.

It is accepted that the following provisions will place the Parties to this Award, including all Employees covered by the Award, under strict obligations to effectively manage employee absence in order to achieve the targeted reduction in sick leave. To that end, the RTBU and its Officers will work co-operatively with Western Sydney Buses and its managers to ensure the implementation and success of the Absence Management Procedures outlined in this clause.

##### **Review Mechanisms**

Throughout the life of this Award, Western Sydney Buses and the RTBU will jointly monitor the operation of the procedures outlined in this clause and the data on reduction in average sick leave levels.

At the expiration of twelve months from the introduction of the procedures outlined in this clause, Western Sydney Buses and the RTBU will undertake a full review of the success of the procedures.

If the Target has not been achieved, Western Sydney Buses and the RTBU will work together to identify any additional measures, which may be necessary to achieve the Target, and the Award will be varied to accommodate any additional measures.

A further review of the success of the procedures will occur prior to the expiration of this Award. If the Target has not been achieved, Western Sydney Buses and the RTBU will determine other measures to be included in the next Award, in order to achieve the Target.

#### Medical Examination, the Role of Health Services Officers and Employee Obligations

An employee reporting any unplanned absences, arising from personal illness or injury, will be contacted by a Health Services Officer (HSO), on the first or any subsequent day of the unplanned absence. The HSO will discuss with the employee, the circumstances of the unplanned absence including appropriate medical referrals and likely date of return to work.

If the employee cannot be contacted by the HSO, the employee will be required to provide an explanation regarding why they were unable to be contacted. Where no satisfactory explanation is provided, paid leave will not be approved and disciplinary action may be commenced against the employee for unauthorised absence.

If directed by Western Sydney Buses, an employee must attend an examination by a Western Sydney Buses Nominated Doctor (Western Sydney Buses Doctor) located within a reasonable travelling distance from the employee's home, at any time. A Western Sydney Buses Doctor may include a specialist. This may occur where:

- (i) an employee has an unplanned absence arising from a personal illness or injury;
- (ii) the employee has been placed on an absence management program; and/or
- (iii) there are reasonable grounds to doubt the genuineness of the absence where it relates to personal illness or injury.

Where an employee is required to attend a Western Sydney Buses Doctor for medical examination, the Western Sydney Buses Doctor will determine whether or not the employee is fit for their normal duties.

Where a Western Sydney Buses Doctor examines an employee and determines that the employee is fit for their normal duties, no paid leave will be payable and the employee may be directed by Western Sydney Buses to attend for work.

Where an employee who has been directed to attend for work following examination by a Western Sydney Buses Doctor, fails to do so, the employee will:

- (i) have any paid leave withheld;
- (ii) be considered to be on unapproved leave until any relevant medical reports have been considered; and
- (iii) may be subject to disciplinary action.

#### Managing Employees with Unacceptable Attendance Patterns - Absence Management Programs

An employee with an unacceptable attendance pattern may be placed on an Absence Management Program (AMP). In administering AMP's, there is absolutely no intention by Western Sydney Buses to place undue pressure on any employee in genuine need of sick leave.

Unacceptable Attendance Pattern means any pattern of unplanned absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:

- (i) failure to comply with any aspect of Western Sydney Buses sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
- (ii) failure to produce a medical certificate or other satisfactory evidence to support an unplanned absence where the employee was under an obligation to do so.

The following are provided as examples of attendance patterns which would require review by management and which may result in an Employee being placed on an Absence Management Program:

- (i) a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (ii) high number of one to two day unplanned absences, particularly for different reasons;
- (iii) a pattern of unplanned sick leave immediately following or preceding RDO's, ADO's, public holidays or annual leave;
- (iv) unplanned absence on a day, which an employee sought as a day off, but which was not approved;
- (v) unplanned absences on special events;
- (vi) four or more absences (particularly single day absences), in a four month period.

Western Sydney Buses Sick Leave Policy and Procedure may be varied during the life of this Award, including any variations, which are necessary to give effect to the provisions of this clause.

#### Absence Management Program Step 1 - Preliminary Discussion

The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.

If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.

#### Absence Management Program Step 2 - Placement on a Program

Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:

- (i) all unplanned absence due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;
- (ii) regular review meetings between the manager and employee as required;

- (iii) any unplanned absence will require approval and until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
- (iv) medical examination by a Western Sydney Buses Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (v) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

Step 3

Where an employee’s attendance pattern remains unacceptable, following implementation of steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

Continuous Review

An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program, at any time, following demonstrated improvement in their attendance pattern.

Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program

**ATTACHMENT B**

**TRAINEE BUS OPERATOR & BUS OPERATOR PART TIME HOURS OF WORK**

Employee Name .....	Employee Number .....
Grade .....	Depot .....
Shift Number .....	Weekly Hours .....

SHIFT SIGN ON/SIGN OFF TIMES

DAY	START	FINISH	MEAL TIME	HOURS WORKED	START	FINISH	HOURS WORKED	DAILY HOURS
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
TOTAL								

The above shifts will apply until such time as you transfer to other work, or timetable changes necessitate changes to the shift times. All changes to rostered work will be undertaken in line with Award and Enterprise Agreement provisions.

Supervisor

Employee

Date

Date



**ATTACHMENT C****WAGE RATES & ALLOWANCES****Table 1 - Rates of Pay**

Classification	Rate per Week from first full pay period on or after 12 September 2008 \$	Rate per Week from first full pay period on or after 12 September 2009 \$
Trainee Bus Operator	746.50	776.40
Bus Operator	773.70	804.60
Team Leader	833.20	866.50
Bus Operator Trainer level 1	894.70	930.50
Bus Operator Trainer level 2	960.10	998.50

**Table 2: Allowance**

Clause	Description	Allowance \$
9(e)	Shift allowance	15% of hourly rate
9(e)	Shift allowance - team leader	15% of hourly rate
12	Meal breaks	9.90
15(f)	Attending court	9.90

J. P. GRAYSON *D.P.*


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## WOLLONGONG SPORTSGROUND TRUST AUSTRALIAN WORKERS UNION (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

### VARIATION

1. Insert at the end of clause 16, Bereavement Leave, of the award published 30 November 2007 (364 I.G. 549), the following new item:

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in this clause 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 15(a)(iii)2 of clause 15, Personal Carers Leave.
  - (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.
2. Delete 15(a)(i) of clause 15, Personal Carers Leave, and insert in lieu thereof the following:
    - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(a)(iii)2 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 14, 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.
  3. Delete 15(a)(ii) of clause 15, Personal Carers Leave, and insert in lieu thereof the following:
    - (ii) 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.

4. Insert the following notation at the end of 15(a)(iii)2(f) of clause 15, Personal Carers Leave:

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

Where the parties are unable to reach agreement the disputes procedure at clause 29, Disputes Procedure, should be followed.

5. Delete 15(b)(i) of clause 15, Personal Carers Leave, and insert in lieu thereof the following:

- (i) 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 15(a)(iii)2 above who is ill or who requires care due to an unexpected emergency.

6. Delete 15(c)(i) of clause 15, Personal Carers Leave, and insert in lieu thereof the following:

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

7. Insert the following new item 15(c)(iv) into clause 15, Personal Carers Leave, as follows:

- (iv) 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.

8. Insert the following new item 15(g) into clause 15, Personal Carers Leave, as follows:

- (g) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15(a)(ii) and 15(a)(iii)2(f) 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 15(a)(iii)2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (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.
- (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.

9. Delete clause 17, Parental Leave, and insert in lieu thereof the following:

### **17. Parental Leave**

- (1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or

- (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

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

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

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

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

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

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

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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SERIAL C6607

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA08/24 - McKey Distribution (Transport Workers) Raymond Terrace Agreement 2008****Made Between:** McKey Distribution Pty Ltd -&- the Transport Workers' Union of New South Wales.**New/Variation:** Replaces EA05/232.**Approval and Commencement Date:** Approved and commenced 5 August 2008.**Description of Employees:** The agreement applies to all Transport Worker employees employed by McKey Distribution Pty Limited, site, located at Raymond Terrace, NSW establishment who are employed in transport and warehouse activities, duties and classifications who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.**Nominal Term:** 30 Months.**EA08/25 - NSW Users and AIDS Association, Inc. (NUAA) Enterprise Agreement 2008****Made Between:** NSW Users & Aids Association Inc -&- the Australian Services Union of N.S.W..**New/Variation:** Replaces EA05/366.**Approval and Commencement Date:** Approved and commenced 4 August 2008.**Description of Employees:** The agreement applies to all employees employed by NSW Users and Aids Association Inc. (NUAA) who fall within the coverage of the Social and Community Services Employees (State) Award.**Nominal Term:** 12 Months.**EA08/26 - NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008****Made Between:** New South Wales Fire Brigades -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.**New/Variation:** Replaces EA07/14.**Approval and Commencement Date:** Approved 17 July 2008 and commenced 1 July 2008.**Description of Employees:** The agreement applies to all Trades Staff employees working in the Fleet and Communications Section at Amarina Avenue, Greenacre, employed by New South Wales Fire Brigades, located at Level 11, 227 Elizabeth Street, NSW 2000, who fall within the coverage of the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award.**Nominal Term:** 36 Months.

**EA08/27 - Natural Resources Commission (Division of Government Services of NSW) Enterprise Agreement 2008**

**Made Between:** Natural Resources Commission of New South Wales -&- Karen Aason, Shona Bates, Emma Benn, Joanna Bradley, Felicity Calvert, Ross Elphick, Sarah Fenton, Daniel Hoenig, Tim Kirby, Todd Maher, James Mugambi, Ria Pryce, Avtar SINGH, Bryce Wilde, Pia Zadnik, Katrina van Lint.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 24 July 2008.

**Description of Employees:** The agreement applies to all employees (excluding Senior Executive and Commissioners) employed by Natural Resources Commission (Division of Government Services located at Level 10, 15 Castlereagh Street, Sydney, 2000.

**Nominal Term:** 36 Months.

**EA08/28 - Wesley Mission NSW Private Hospitals Enterprise Agreement 2008**

**Made Between:** The Uniting Church in Australia (Property Trust) (NSW) t/as Uniting Church Engadine Long Day Care Centre -&- the Health Services Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 10 September 2008.

**Description of Employees:** The agreement applies to all applies (excepting Nursing staff) employed by the Uniting Church in Australia Property Trust through Wesley Mission t/a Westley Private Hospital and Wandene Private Hospital, located at 222, Pitt Street, Sydney, who fall within the coverage of the Private Hospital (Named Respondents) (State) Award.

**Nominal Term:** 12 Months.

**EA08/29 - Australian Meat Industry Employees Union Newcastle & Northern Branch Clerical and Administrative Employees Agreement**

**Made Between:** Australasian Meat Industry Employees Union, Newcastle and Norther Branch -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 2 March 2006 and commenced 1 July 2005.

**Description of Employees:** The agreement applies to all clerical employees employed by the Australian Meat Industry Employees Union NSW Newcastle and Northern Branch, located at 34 Union Street, Newcastle West NSW 2302, who fall within the coverage of the Clerical and Administrative Employees (State) Award

**Nominal Term:** 36 Months.

**EA08/30 - McKey Distribution (Transport Workers) Blacktown Agreement 2008**

**Made Between:** McKey Distribution Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA05/264.

**Approval and Commencement Date:** Approved 9 July 2008 and commenced 17 February 2008.

**Description of Employees:** The agreement applies to all Transport Worker employees employed by McKey Distribution Pty Limited site at Blacktown, located at 20, Bowmans Road, KINGS PARK NSW 2148, who are performing duties within the scope of the classification structure of the agreement, who fall within the coverage of the F. J. Walker Foods (Transport Workers) Blacktown Consolidated Award 2000.

**Nominal Term:** 36 Months.

**EA08/31 - Catholic Cemeteries Board Maintenance Employees Enterprise Agreement 2008 - 2011**

**Made Between:** Catholic Cemeteries Board -&- The Funeral and Allied Industries Union of New South Wales Branch.

**New/Variation:** Replaces EA05/340.

**Approval and Commencement Date:** Approved 22 September 2008 and commenced 11 February 2008.

**Description of Employees:** The agreement applies to all maintenance employees employed by Catholic Cemeteries Board, located at Lidcombe NSW 2141, (Barnet Avenue, Rookwood Cemetery), who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

**Nominal Term:** 36 Months.

**EA08/32 - Baulkham Hills Shire Council Enterprise Agreement (EA1)**

**Made Between:** Baulkham Hills Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 7 October 2008.

**Description of Employees:** The agreement applies to all employees employed by the Baulkham Hills Shire Council, located at 129 Showground Road, Castle Hill NSW 2154, who fall within the coverage of the Local Government (State) Award 2007

**Nominal Term:** 32 Months.