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CLUB INDUSTRY (VARIETY ARTISTS) (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of award review pursuant to section 19 of the *Industrial Relations Act* 1996.

(No. IRC 944 of 2001)

Before the Honourable Justice Marks

18 July 2001

REVIEWED AWARD**PART A****1. Award title**

This award shall be referred to as the Club Industry (Variety Artists) (State) Award 2001.

2. Arrangement**PART A**

Clause Number	Subject Matter
1.	Award Title
2.	Arrangement
3.	Definitions
4.	Area, incidence and Duration
5.	Enterprise Flexibility Provision
6.	Dispute Resolution Procedure
7.	Anti discrimination
8.	Terms of Engagement
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PART B**MONETARY RATES**

Table 1 – Wages

Table 2 – Other Rates and Allowances
 Schedule A – Standard Contract of Service for Casual Performances
 of Entertainment in a Registered or Licensed Club
 Schedule B – Structural efficiency
 Schedule C – Award and Variations Incorporated
 Schedule D - Changes made on Review

3. Definitions

- (a) **“Artist”** means:
- (i) a person who is engaged to take part in a rehearsal or a performance or who is required to speak, sing, dance, pose, mime, entertain, ice-skate, perform aquatically or otherwise; or
 - (ii) a person who is employed as an entertainer, other than a player of a recognised musical instrument in an orchestra or band, in a registered club; or
 - (iii) a square dance caller, compeer and/ or Master of Ceremonies, a disc jockey, Bingo caller and assistant bingo caller.
- (b) **“Assistant Bingo Caller”** means a person engaged to assist a Bingo caller in the presentation of the game Bingo, Alphy and Housie, or games of a like nature.
- (c) **“Ballet”** or **“Chorus”** means those artists who are engaged to appear in a dancing and/ or singing ensemble and who sing and/ or dance as members of such an ensemble.
- Where only three or less singers are employed as members of a singing group, they shall be classified as performers.
- Where four or more dancers are employed as members of a dancing group or ensemble, they shall be classified as ballet.
- Where only three or less dancers are employed in an ensemble, they shall be classified as performers.
- (d) **“Bingo Caller”** means a person engaged to present, host or compeer that game of bingo, Alphy and Housie, or games of a like nature.
- (e) **“Call”** means a call or direction by the employer to the artist to attend for work at a particular time or for the purpose of photography, wardrobe or other legitimate reason.
- (f) **“Character Costume”** means a costume provided by the employer which covers most of the body and denotes a character.
- (g) **“Dance Captain”** – see “Deputy Ballet Director”
- (h) **“Deputy Ballet Director”** or **“Dance Captain”** is a member of the ballet ensemble who acts as Assistant to the Ballet Director or who, under instruction of the Director, Producer, Stage Manager or employer, supervises the number of acts performed by the ballet ensemble during a performance or rehearsal.
- (i) **“Disc Jockey”** means an artist who is engaged to play recorded music and is required to announce the music played.
- (j) **“Engaged Casually”** means an artist who is engaged as such.

- (k) **“Engagement”** means the period during which the artist is engaged to rehearse, play and/ or perform.
- (l) **“Juvenile”** means a person under 16 years of age.
- (m) **“MEAA”** means the Media, Entertainment and Arts Alliance New South Wales.
- (n) **“Negotiated Rate of Pay”** or **“Negotiated Rate”** means the rate of pay per performance, or per hour in the case of rehearsal, paid to an artist and is exclusive of any overtime or additional payments such as public holiday allowances, touring allowances and like payments.
- (o) **“Performance”** means a performance given by artists in person before an audience.
- (p) **“Performer”** means an artist engaged to perform as a specialty artist, variety artist, comedian, skater, dancer, singer, actor, or who acts as a compare or Master of Ceremonies during the course of a performance or as a duo singer or dancer.

Where only three or less singers are employed as members of a singing group, they shall be classified as performers.

Where only three or less dancers are employed in an ensemble, they shall be classified as performers.
- (q) **“Playing”** means taking part in an actual performance.
- (r) **“Semi nude”** means when an artist is required to appear nude, except for the wearing of g-strings, pastiches, etc, or is required to appear clothed in such a manner as to expose areas of the body, which have sexual connotations.
- (s) **“Variety”** or **“Vaudeville”** (performance production) means a production which contains a number of variety or vaudeville acts which may or may not be connected by a single or central theme or plot. It may or may not contain a ballet or chorus.
- (t) **“Venue Consultant”** means a person who acts on behalf of an entertainment industry employer for a fee or remuneration paid by any such employer, and who arranges for a performance solely for an artist of a venue consultant or an employer.
- (u) **“Wages”** means the total remuneration due and payable to the artist for the engagement.

4. Area, Incidence and Duration

- (a) This award shall apply to all artists of the classifications mentioned in clause 10, Rates of Pay, engaged on a casual basis for work in registered and licensed clubs in the state of New South Wales, excluding:
 - (i) The County of Yancowinna;
 - (ii) Artists engaged on a weekly basis in accordance with the provision of the Actors (Theatrical) (State) Award 1997 published 24 September 1999 (310 I.G 1021), as varied, and also excluding:
 - (iii) Bingo and Assistant Bingo callers engaged in a club with 25 or less operating poker machines in locations beyond the following radii;
 - a. 75 kilometres of GPO Sydney, or Newcastle or Wollongong;
 - b. 40 kilometres of the main post office of Tweed Heads.
- (b) This award is made following a review under Section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Club Industry (Variety Artists) (State) 1997 Award published 26 June 1998 (305 I.G. 564) and all variations thereof.
- (c) The award published 26 June 1998 (305 I.G 564) took effect from the beginning of the first pay period commencing on or after 8 October 1997 and the variations thereof incorporated herein on the dates set

out in the attached Schedule C.

- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (305 I.G 307) are set out in the attached Schedule D and take effect on 18 July 2001.
- (e) The award remains in force until varied or rescinded, the period for which it was made having already expired.

5. Enterprise Flexibility Provisions

- (a) In this clause, a “relevant union” means an organisation of artists that:
 - (i) Is party to this award; and
 - (ii) has one or more members employed by the employer to perform work at the relevant enterprise or the theatrical production.
- (b) The employer, performer artists and the MEAA agree to establish consultative mechanisms and procedures at the enterprise or the theatrical production.
- (c) The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or the theatrical production.
- (d) The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or the theatrical production.
- (e) Where an agreement is reached at the enterprise or the theatrical production, through the consultative mechanisms and procedures, and where having effect to such agreement requires the award to be varied, an application to vary shall be made to the Industrial Relations Commission of New South Wales. A copy of the agreement shall be given to all artists, the employer, The MEAA and the Registered Clubs Association of New South Wales.
- (f) When this award is varied to give effect to an agreement made pursuant to this clause, the variation shall become a schedule to this award and the variation shall take precedence over any provision of this award, to the extent of any expressly identified inconsistency within this award. Such an award variation shall have effect for the period of the theatrical production or as agreed at the enterprise.
- (g) The agreement must meet the requirements of Chapter 2, Part 2 of the *Industrial Relations Act* 1996, to enable the Commission to vary the award to give effect to it.

6. Dispute Resolution Procedure

- (a) Where an individual or group by this award has a grievance with the employer, the following steps will be followed in an attempt to alleviate the grievance:
 - (i) The employee(s) may be represented by his or her union.
 - (ii) The employee(s) will notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and an outline of the remedy sought.
 - (iii) The grievance will, initially, be dealt with as close to its source as possible, ie, with the Entertainment Manager or equivalent.
 - (iv) If resolution at this level is unsuccessful, there will be graduated steps for further discussions and resolution at higher levels of authority, i.e. Secretary Manager.

- (v) Reasonable time limits are to be allowed for discussion at each level of authority.
 - (vi) Following discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (vii) Normal work will continue whilst the grievance procedure is being followed.
 - (viii) When discussion with all levels of authority have failed to resolve the grievance, either party may, at this stage, seek the assistance of the Industrial Relations Commission of New South Wales to resolve the grievance.
- (b) Disputes Avoidance Procedure –
- (i) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
 - (ii) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits are to be allowed for discussion at each level of authority.
 - (iv) Whilst the disputes avoidance procedure is being followed, normal work must continue.
 - (v) If the dispute in question is not resolved it shall be referred to the Commission for determination.

7. Anti Discrimination

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

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti discrimination legislation.

- (b) Section 56(d) of the *Anti Discrimination Act 1977* provides:

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

8. Terms of Engagement

- (a) The engagement of an artist shall be expressed in writing and be in the form as set out in Schedule A – Standard Contract for Casual Performances of Entertainment in a Registered or Licensed Club.
- (b) The ordinary rules of law relating to contracts shall apply and shall be binding on both employer and artist.
- (c) Nothing in this award shall affect any legal right of an employer to terminate without notice any artist's contract for neglect of duty or misconduct. In the case of such dismissal, wages shall be payable for the employment up to but not after the time of dismissal. In the event of any such artist being away from his/her place of engagement at the time of the dismissal, the employer shall pay the fare of the artist back to the artist's place of engagement and the employer shall ensure that the artist is returned to the place of engagement as expeditiously as possible, provided that nothing contained in this subclause shall be taken as limiting the artist's rights at law in respect of such dismissal.
- (d) No artist shall be required to appear nude without his/ her prior written consent. If an artist is required to appear nude or semi nude, such requirements shall be specified in the said Schedule A and specified at the time of engagement.
- (e) Engagement under the terms of this award is for live performance only. Recording of a live production by any means whatsoever is expressly prohibited unless agreement is reached between the employer, the artist and MEAA.
- (f) As much notice as is reasonably practicable shall be given of cancellation of an engagement. If an engagement which has been made is cancelled by the employer at a time which is less than 14 days prior to the date of the performance for which the artist was engaged, the artist shall receive payment in full. Cancellation of all engagements shall be made by facsimile, telegram or telex to the address of the artist as stated in Schedule A. Where the cancellation is made by telegram or telex, notice shall be deemed to be given on the date the telegram or telex is sent by the employer.

9. Auditions

- (a) The engagement shall not be deemed to have commenced until after an audition, if such is desired by the employer, and an artist shall not be entitled to any payment until he/ she is definitely engaged except as is prescribed in subclause (c) of this clause.
- (b) Auditions shall not be paid for unless the number requested exceeds three in any period of 28 days, the artist shall be paid at the performance rate prescribed by this award.
- (c) For each audition in excess of three any period of 28 days, the artist shall be paid at the performance rate prescribed by this award.
- (d) Auditions shall not be held in public.

10. Rates of Pay

- (a) The minimum rates of pay to be paid by an employer to an artist for work, inclusive of work in or incidental to either performance or rehearsals, or both, shall be as set out in Table 1 – Wages, of Part B, Monetary Rates.
- (b) Juveniles – The minimum rates of pay for juvenile artists shall be 50 per cent of the applicable rates as set out in the said Table 1.

- (c) Rehearsals – An artist who is required to rehearse by the employer shall be paid at the hourly rate as set out in Table 1, with a minimum payment of two hours and thereafter per half hour or part thereof
- (d) Non-performance Duties – Where an artist is required to undertake extra non-performance duties, he/she shall be paid the amounts as set out in Table 1 in addition to his/her negotiated rate of pay.

Duties which attract this loading shall be duties which are ancillary to performance and which the artist is required to carry out by the club's responsible officer or agent and shall include, but not be limited to, those performed by a Deputy Ballet Director or Dance Captain.

- (e) Nudity Allowance – Any artist who agrees to appear nude or semi nude shall be paid the amounts as set out in Table 1 per performance, in addition to his/her negotiated rate of pay.
- (f) Character Costume Allowance – Any artist who wears a character costume as part of the performance shall be paid the amounts set out in Table 1 per performance in addition to his/her negotiated rate of pay.
- (g) The rates of pay in this award include the adjustments payable under the State Wage Case of 2000. These adjustments may be offset against:

any equivalent overaward payments, and/ or;

award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

- (h) It is a term of this award (arising from the decision of the Commission Court Session in the State Wage Case of 2000) that the union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.

11. Payment of Wages

- (a) By agreement, wages shall be paid by the employer in one of the following ways:
 - (i) In cash within 15 minutes of the conclusion of the performance on any one night; or
 - (ii) By cheque within 15 minutes of the conclusion of the performance on any one night, to be presented for immediate payment at the place of performance; or
 - (iii) By cheque made out to the artist to be provided to the artist within 15 minutes of the performance; or
 - (iv) By cheque made out to the artist to be posted to the artist's address or agent's address (as determined by the parties in Schedule A) within 24 hours of the conclusion of the performance; or
 - (v) By electronics funds transfer (EFT) to a bank account nominated by the employee;
 - (vi) By cheque, made out to the agent's trust account, to be posted to the agent's address within 24 hours of the conclusion of the performance.
- (b) Where agreement is not reached on the method of payment, the decision to pay by a method as set out in paragraphs (i) to (iv) of subclause (a) of this clause will be at the discretion of the employer, provided that payment under paragraph (vi) of the said subclause (a) may only be by agreement between the employer and the artist.
- (c) In the case of payment made under paragraphs (i) to (iv) of subclause (a), where payment is not made within 15 minutes of the conclusion of an appearance, the overtime rate as set out in clause 18, shall be paid until payment is made, providing that the artist does not leave the premises.
- (d) The Secretary Manager or responsible officer of the club shall be responsible for ensuring that payment is made.

- (e) The artist shall receive his/her fee in full and the payment of fees to venue consultants shall be a separate arrangement between the club and the venue consultant.
- (f) Where applicable, payment shall be delivered to the artist in his/her dressing room.

12. Superannuation.

- (a) In addition to other payments provided for under this award, the employer shall, subject to this clause, make a superannuation contribution to the Joint Union Superannuation Trust (JUST Super).
- (b) Such payments shall be equivalent to that prescribed in Federal Government superannuation legislation or three per cent of the artist's actual rate of pay, whichever is the greater, provided that this requirement shall not apply to :
 - (i) Artists performing within Australia who are normally resident outside Australia;
 - (ii) Juvenile performers, except where the junior performer is engaged on a contract of 12 weeks or longer, or has been employed in the entertainment industry for a minimum of six professional engagements or a minimum of 30 days.

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

- (c)
 - (i) The employer shall establish at the time of the engagement whether that artist is a member of JUST Super.
 - (ii) In the event that the artist is not a member of JUST Super and the artist has made arrangements for his/her own complying fund, the employer shall request the artist to sign the following disclaimer:

“I have been supplied with an application form to join JUST Super but I do not wish to become a member of the fund as I have my own fund and I direct the employer to enter contributions into that fund”.
 - (iii) In the event that the artist is not a member of JUST Super and does not have a personal fund, the employer shall request that the artist complete a JUST Super application form.
 - (iv) Where a contribution is made as prescribed in this clause, the employer shall forward to the fund administrator of JUST Super the contribution, the name and address of the artist on whose behalf the contribution is made and the superannuation fund number of the artist or, in the event that the artist is not a member of JUST Super, the completed application form.
 - (v) Where an artist signs the disclaimer, the employer shall send by fax or certified mail to the fund administrator, and to the Association a copy of the completed form, together with the address for the artist concerned.
- (d) Definitions –
 - (i) For the purpose of this clause, “ordinary salary” refers to the salary as negotiated for the engagement, excluding any allowances such as overtime, travel, meals, or wardrobe allowances and the like or annual leave loading.
 - (ii) For the purpose of this clause, JUST Super shall mean the fund established by the Joint Union Superannuation Trust Deed, which complies with the Australian Government's operational standards for occupational superannuation funds.

13. Wardrobe and Make –up

- (a) Artists engaged to perform at or under the artistic direction of the employer or his/her agent, e.g artistic director or producer, shall be provided with, or be reimbursed for the purchase of, additional make-up, costuming, props and footwear as required by the employer for the performance.
- (b) In accordance with industry practice, acts engaged to perform “as known” shall provide their own make-up, costuming, props and footwear.

14. Publicity

- (a) An artist shall provide a photograph or poster to the employer at least 14 days prior to the day of appearance, except in the case where an artist is booked with less than fourteen day’s notice.
- (b) The employer shall display such photograph in a prominent position.
- (c) Where written publicity material is provided, the employer shall not alter its text without first obtaining the permission of the artist.
- (d) All featured artists shall receive at least 25 per cent billing in all club displays and internal advertising for entertainment purposes.
- (e) Where an employer requires additional publicity other than that provided for in subclause (a) of this clause, and requests an artist to attend a publicity call for the purpose of photographic or other publicity, such publicity shall be carried out only at the club where the artist is engaged to appear for the employer.

The time of such attendance during the period of employment shall be treated as time worked, with a minimum payment for two hours’ worked.

15. Hours of Work

- (a) Subject to subclause (b) of this clause, each performance shall be a maximum of three hours, inclusive of half an hour prior to appearance time for band read through, dressing, make-up and the like, and 15 minutes at the conclusion of the appearance for changing and removal of make-up.
- (b) In the case of Bingo callers and assistant Bingo callers, 15 minutes shall be allowed prior to appearance for preparatory duties and , if it is necessary for the caller and/or assistant caller to “set down” after the game, 15 minutes shall be allowed and counted as time worked, at the conclusion of the appearance.
- (c) Rehearsals –
 - (i) On a day in which no performance is given:
 - (1) Rehearsals if required, shall be held between the hours of 10.00am and 8.00pm, with an unpaid interval of one hour for lunch clear of dressing, undressing, making-up or other work. The interval shall be given between the hours of noon and 3.00pm.
 - (2) Where it is necessary that a rehearsal call exceeds eight hours, overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter.

- (3) If a rehearsal session is scheduled to exceed two hours, there shall be a rest break of ten minutes given during the session. Such break shall be treated as time worked.
- (ii) On a day in which a performance is given –
 - (1) On a day in which a performance is to be given, the rehearsal may not exceed four hours in length.
 - (2) Where it is necessary that a rehearsal call exceeds four hours, overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter.
 - (3) If a rehearsal session is scheduled to exceed two hours, there shall be a rest break of ten minutes given during the session. Such break shall be treated as time worked.
 - (4) There shall be a break of two hours between the conclusion of rehearsal and the commencement of performance. Such break shall be in the employee's time.
- (d) Where the breaks mentioned in this clause are curtailed, overtime at the rate of time and a half shall be paid for each 15 minutes or part thereof by which each break is curtailed.
- (e) The minimum time to be credited to an artist for each rehearsal or any extra session, such as wardrobe and photo calls, shall be two hours, provided that where extra calls are held either immediately before or after a rehearsal or performance call, they shall only be counted as time worked.
- (f) A break of 11 clear hours between the completion of one day's work and the commencement of another shall be given to an artist.

16. Meal Breaks and Allowances

- (a) No artist shall be required to work continuously in excess of four hours, or by agreement with a majority of the cast involved, five hours, without a substantial break for a meal, recuperation and/or refreshment.
- (b) A break as prescribed in subclause (a) of this clause shall be of a minimum duration of one hour if taken before 4.00pm, or one and one-half hours if taken after that time.
- (c) Such breaks shall be unpaid.
- (d) During rehearsals a reasonable refreshment break shall be provided to artists and shall be counted as time worked.
- (e) There shall be a break of not less than 45 minutes clear of dressing, undressing, making-up or taking off make-up between the conclusion of one performance and the commencement of another performance on the same day.
- (f) If there is a break of less than two hours between the conclusion of one performance and the beginning of the next performance, the employer shall provide the artist with a satisfactory meal. Alternatively, the employer may pay to the artist the amount as set out in Item 1 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates, in lieu of the said meal. The employer shall also provide tea and coffee or the ingredients and facilities to make and serve same.

17. Overtime

- (a) If a performance is longer than three hours or if an artist is detained by the employer during an engagement for a performance for more than three hours (including making –up and/or taking –off time) the artist shall be paid at the rate of time and a half for the first two hours and double time thereafter, with a minimum payment for each half hour or part thereof in excess of the said three hours that the artist is detained by the employer.
- (b) For the purpose of this subclause, overtime is to be calculated by dividing the negotiated performance fee

by three to get a notional hourly rate and then multiplying that figure by 1.5 (for the time and a half) or 2 (for double time), as the case may be.

- (c) An artist required to work beyond 11.15pm, or who is detained for work for any other reason beyond 11.15pm by the employer shall be paid one twelfth of the appropriate fee for such artist for each half hour or part thereof beyond 11.15pm, that the artist is required to work or is detained, in addition to any other payments for overtime, etc, and the ordinary fee applicable to such artist.
- (d) Where any of the intervals or breaks due to an artist as set out in this award are curtailed or extended beyond the hours specified, overtime at the rate of time and a half shall be paid for each 15 minutes or part thereof of such curtailment or extension.
- (e) If an artist is detained too late to travel by the last train, tram, bus or vessel to his/her home (temporary or permanent, as the case may be), the employer shall provide for him/her proper conveyance to his/her home.

18. Sundays and Public Holidays

- (a) Performance – An artist shall be paid at not less than double the relevant performance rate as set out in clause 10, Rates of Pay, for each performance worked on Sundays and/or gazetted public holidays.
- (b) Rehearsal – An artist shall be paid at not less than double the prescribed hourly rehearsal rate, with a minimum payment for four hours worked, for any rehearsal carried out on Sundays or gazetted public holidays.
- (c) If an artist is required by the employer to travel on a Sunday or a public holiday, the artist shall, unless paid in pursuance of subclauses (a) and (b) of this clause for working on the said Sunday or public holiday, be paid as a minimum the prescribed award performance rate for every three hours or part thereof spent in such travel.

19. Annual Leave

The provisions of the *Annual Holidays Act* 1944 shall apply to all artists.

20. Workers Compensation

During the entire period of an artist's employment by the employer the artist shall be insured by the employer under the provisions of the *workplace Injury Management and Workers' Compensation Act* 1998.

21. Travelling

- (a)
 - (i) Artists resident in Sydney engaged for a performance at a club more than 100 kilometres distant from the Sydney G.P.O shall be provided, as a minimum, with an economy class return air fare.
 - (ii) Where no flight is available, transport shall be by air- conditioned coach or first class rail.
- (b) Where an artist requires and the employers agrees, that he/she makes his/her way to a working venue and journeys by car, he/she shall be paid by the employer an allowance equal to the money that would have been paid by the employer on his/her travelling by the form of transport required by subclause (a) of this clause.
- (c) An artist shall, when travelling at night by rail, be provided with sleeping accommodation. Should sleeping accommodation not be available, the artist shall be paid in cash the difference between the standard provided and first class sleeping accommodation.
- (d) Where an artist is required to make his/her own way to a venue in excess of 50 kilometres but less than 100 kilometres from the G.P.O in the artist's city or town of residence, he/she shall be paid an allowance for petrol and motor vehicle wear as set out in Item of Table 2 – Other Rates and Allowances, of Part B, monetary Rates, per kilometre.

- (e) Should the total reasonable and necessary time of an artist's absence from his/her home town, including the time occupied in the outward and return journey to and from the venue of employment exceed 24 hours, such artists shall be paid, in addition to the applicable rate, one half of the casual rates provided by Clause 10, Rates of Pay, for each period of 12 hours or part thereof of such excess, in addition to the provision of lodging and meals.
- (f) Travelling Allowance – When an artist is required to stay overnight away from his/her normal place of residence, he/she shall be provided with satisfactory accommodation and meals of a standard satisfactory to the artist. For the purpose of this clause, satisfactory accommodation shall be deemed as suitable single room accommodation of modern motel standard.

Provided that:

- (i) In default of providing accommodation the employer shall pay to the artist the amount as set out in item 3 of the said Table 2 per night for each night he/she is obliged to remain overnight in any place other than his/her usual abode and, in default of providing satisfactory meals, the employer shall pay an amount as set out in Item 1 of Table 2 for each meal.
- (ii) When an artist is not required to stay overnight from his/her normal place of residence but is required to travel outside his/her town or city of residence to or from the place of engagement during normal meal times, he/she shall be paid the amount as set out in Item 1 for each meal.

22. Facilities

- (a) The following facilities shall be provided for the use of the performers:
 - (i) Hanging space for each performer's costumes consisting of a rod and hangers;
 - (ii) A bench, illuminated mirror and chair;
 - (iii) Washing facilities with hot and cold water;
 - (iv) Tea and coffee making facilities or provision thereof;
 - (v) A dressing room area, divided into male and female sections, for the exclusive use of performers (on entertainment evenings); that is, dressing rooms shall be free from all stores, spare seating, indoor sporting equipment, etc, at the time performers are in attendance;
 - (iv) Lockable lockers for each performer and access to the dressing room as a whole shall be barred except to the performers or the duty manager;
 - (v) Access to backstage areas from other than the auditorium;
 - (vi) Parking for each performer nearest to the means of access to stage facilities.
- (b) For the purposes of this clause, "performer" is defined as all artists in the classifications appearing in clause 10, Rates of Pay, with the exception of Bingo callers and assistant Bingo callers, provided that, so far as is practicable, Bingo callers shall be provided with access to a dressing room or other staff area for preparatory duties, security for personal belongings, tea and coffee facilities, parking facilities, and other facilities as set out in subclause (a) of this clause as necessary and practicable.

23. Access for MEAA Representatives.

The employer shall allow any authorised industrial officer to enter, during working hours, any premises where any employee who is a member of the MEAA or eligible to be a member of the MEAA, are engaged for the purposes of holding discussions with the employees at the premises, in any break or non working time.

24. Time Books to be Kept.

- (a) Subject to Division 2, Part 3, of the Industrial Relations (General) Regulation 1996, the employer shall

keep a time book in the following form:

Name of Club.....

Name of Performer.....

Classification.....

Date Worked.....Arrival time.....

Call From.....To.....

Total Payment	PAYG Tax (if any)	Net Payment	Payment Time	Signature
All components to be Shown (as applicable)				
Fee - \$				
Rehearsal - \$				
Annual Holidays - \$				
Overtime - \$				
Other - \$				
Total - \$	\$	\$	\$	

See clause 18, Overtime, for relevant overtime provisions.

- (b) Columns shall be completed and the record signed by the artist upon payment being made and countersigned by the club's representative.
- (c) Time and payment records shall be in duplicate and a copy handed to the employee at the time of payment.
- (d) The employer shall, after receiving 48 hours' notice, allow any authorised industrial officer to enter, during working hours, any premises where any employee who is a member of the MEAA, or eligible to be a member of the MEAA, is engaged for the purposes of investigating any suspected breach of this award or any industrial relations legislation. For the purpose of investigating any such suspected breach, the authorised industrial officer may:
 - (i) require the employer to produce for the officer's inspection during working hours any employee's records and other documents kept by the employer that are related to the suspected breach; and
 - (ii) make copies of the entries in any such records or other documents related to any suspected breach.

25. Posting of Award and Notices.

- (a) The employer shall cause a copy of this award to be posted up in suitable conspicuous place in the club, hall or other place where artists are performing or rehearsing.
- (b) A representative of the MEAA may post notices and a copy of this award on a board in a reasonable manner in each club, hall or other place in which artists are performing or rehearsing.

PART B
MONETARY RATES

Table 1 – Wages

Classification	Minimum rate as from 28 November 2000 Per Performance \$
Performer	109.60
Ballet or chorus	101.60
Bingo Caller – Supplying equipment	132.60
Not supplying equipment	109.60
Assistant Bingo Caller	78.60
Disc Jockey – Supplying equipment	154.55
Not supplying equipment	109.60
Rehearsal rate per hour	24.50
Non – performance duties loading – Loading per performance	32.20
Nude or semi nude Performance allowance – allowance per performance	16.10
Character costume allowance – Allowance per performance	16.10

Table 2 – Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	16 (f) 21 (f) (i) (ii)	Meal Allowance	12.45
2	21 (d)	Travelling allowance for venue in excess Of 50km but less than 100 km from G.P.O	0.60 per km
3	21 (f) (i)	Allowance in lieu of accommodation	82.00 per night

**Schedule A – Standard Contract of Service for Casual Performances of
Entertainment in a Registered or Licensed Club**

This Agreement is made thisday of20.....

Between.....(The Employer)
(Name of Employer)

of.....
(Registered Address)

and.....(The Artist)
(Name of Artist/ Act)

of
(Address of Artist/Acts)

MEAA/JUST Super No.....

Artist's Agent (If applicable).....
Address.....

Venue Consultant (If Applicable).....

The employer agrees to engage the Artist/Act under the terms and conditions set out herein.

- (1) Performance – The employer hereby engages the artist/act to perform
at.....
(Place of performance)

on the following day(s):

from.....20.....to.....20.....

Arrival time is.....
(Provided that this time shall not be longer than 30/60 minutes prior to commencement time – delete 30 or 60 as applicable.)

Performance commencement time is.....

- (2) Rehearsal is/ is not required at
(Place of rehearsal)

on the following day(s):

.....20.....commencing atam/pm and finishing at.....am/pm.

- (3) Payment –

(i) Performance fee \$.....per performance
(This fee incorporates an amount for annual leave per clause 20 of the award. Overtime to be paid if applicable in accordance with clause 18 of the award.)

(ii) Rehearsal payment: \$.....per hour
(Plus 1/12 of payment for rehearsals as annual leave entitlement.)

(iii) Travelling allowance: \$.....(If applicable)

(iv) Other loadings/ allowances:
(Please specify).....
.....\$.....

- (4) Method of Payment – Pursuant to clause 12, Payment of Wages, payment shall be by one of the following methods (delete options not applicable):

- (i) In cash within 15 minutes of the conclusion of the performance on any one night; or
(ii) By cheque within 15 minutes of the performance on any one night, to be presented for immediate payment at the place of performance; or

- (iii) By cheque made out to the artist to be provided to the artist within fifteen minutes of the conclusion of the performance; or
 - (iv) By cheque made out to the artist to be provided to the artist's address or agent's address within 24 hours of the conclusion of the performance; or
 - (v) By electronic funds transfer (EFT) to a bank account nominated by the employee;
 - (vi) (subject to the consent of the artist), by cheque, made out to the agent's trust account, to be posted to the agent's address within 24 hours of the conclusion of the performance.
- (5) Cancellation – If the engagement is cancelled by the employer at a time which is less than 14 days prior to the date of the performance, the artist shall receive payment in full.
- (6) Agent's Commission – The forwarding of commission to the artist's agent shall be the artist's responsibility.
- (7) Number of Artists Engaged.....If the act consists of more than one person, the member of the act signing this agreement as or on behalf of the act warrants that he/she is authorised by the member(s) of the said act to sign this agreement on their behalf.
- (8) No Recording of Live Performances – The employer agrees that there will be no broadcasting, telecasting, recording, filming, taping or photographing of any performance or portion thereof given by the artist, carried out by any means whatsoever by any person whomsoever, unless by agreement with the artist/act, the MEAA and the employer.
- (9) Superannuation – In accordance with clause 13, Superannuation, the employer shall pay a superannuation contribution to JUST Super on behalf of the artist of six per cent of the artist's total fee for the engagement.
- (10) Award – The terms and conditions of this award shall apply and form part of this contract as set out herein.
- (11) Billing/ Publicity –
- (a) The artist's name and spelling of the same in this contract shall be used for billing and program purposes; and
 - (b) Where the producer releases biographical material of the artist for the purpose of publicizing and/or in any way promoting the production, the artist shall have the right of approval over such material.
- (12) Jurisdiction – The contract is made and is subject to the laws of New South Wales, Australia.
- (13) Special Conditions – Any special conditions agreed upon by the artist and the employer shall set out in Appendix 1 to this contract, provided that such special conditions shall not be inconsistent with the terms of this award.

For the Employer

For the Artist

.....
Signature.....
Signature.....
Name (Please Print).....
Name (Please Print).....
Position.....
Position

.....

.....

Witness

Witness

Date

Date

N.B. Unless the agent can produce evidence of power of attorney, this contract must be signed by the artist.

Schedule B – Structural Efficiency

Agreement between the Media, Entertainment and Arts Alliance New South Wales and The Registered Clubs Association of New South Wales pursuant to the principles outlined in the State Wage Case of October 1989.

- (a) The parties affirm their commitment to the structural efficiency principle as contained in the State Wage Case decision of October 1989.
- (b) The parties agree, moreover, that the classification structure should be reviewed and that wage rates in the award need to be rationalized.
- (c) As part of the ongoing process of modernizing this award in accordance with the provisions of the October 1989 State Wage Case decision, The Registered Clubs Association of New South Wales and the Media, Entertainment and Arts Alliance New South Wales have agreed to establish a working party to undertake a detailed review of the award.
- (d) The parties acknowledge that the award is a recent award and does not contain a range of outdated and inefficient provisions. The nature of the industry, however, has meant that ensuring compliance with the award has been difficult.

A review process of agent practices in New South Wales to which the respondents were party has produced legislative provisions which, when implemented, will have a profound impact upon the way clubs employ and pay performers. This working party can play a major part in the implementation process.

Accordingly, the working party will examine a wide range of issues relating to the employment of performers by the respondents, including:

Investigating more flexible approaches to the employment of performers;

Development of means to ensure compliance with the award;

The further development and monitoring usage of the standard contract.

- (e) The working party will also consider:

Review of classifications structure and appropriate rates of pay;

Possible efficiency measures to address inefficient work/management practices that may be identified;

Measures relating to training and skills enhancement and to improved career paths for performers;

Health and safety measures.

- (f) The establishment of the working party is predicated on the understanding that:

The discussion process is not to be approached in a negative, cost cutting manner;

No employee will lose income as a result of any change;

Any agreement on change will be subject to ratification by the Industrial Relations Commission of New South Wales; and

The parties will assist in the implementation of any change and attempt to ensure change takes place in an orderly manner.

- (g) As the first step to implementing the decision of the State Wage Case of October 1989, the parties have agreed to:

A first stage adjustment to rates of pay consistent with the State Wage Case principles;

An initial revision of the classification structure in the award by deletion of the classification of square dance team member and aquatic performer;

Variation of the award to recognize recent legislative changes.

Schedule C — Awards and Variations Incorporated

Award and Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of taking effect	Industrial Gazette Vol. Page
Award	B6174	26.6.98	First pay period on or after 8.10.97	305 564
12 (h); table 1 of Part B	B6627	9.4.99	First pay period on or after 7.8.98	308 914
8A	B7871	3.3.00	First pay period on or after 3.6.99	313 1061
12 (h) table 1 of Part B	B8563	17.3.00	First pay period on or after 24.9.99	314 197

Schedule D — Changes made on Review

Changes made on Review
Date of effect: 18 July 2001

(1) Provisions Modified

Award	Clause	Previous Form of Clause last published at :	
		I.G Vol	Page
Club Industry (Variety Artists) (State) Award 1997	4	305	564
	5	305	567
	6	305	568
	21	305	564

(2) Provisions Removed

Award	Clause	Previous Form of Clause last published at	
		I.G Vol	Page
Club Industry (Variety Artists) (State) Award 1997	11	305	571

(3) Rescinded Obsolete Awards Related to this Review

Award	Last Published at:	
	IG Vol	Page
The Club Industry (Variety Artists) (State) Award 1997	305	564

F. MARKS, *J*

Printed by the authority of the Industrial Registrar.

MOTOR FERRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3573 of 1999)

Before the Honourable Justice Marks

18 July 2001

REVIEWED AWARD**Arrangement****PART A**

Clause No.	Subject Matter
21.	Amenities and Accommodation
9.	Annual Leave
24.	Anti Discrimination
26.	Area, Incidence and Duration
12.	Bereavement Leave
17.	Compensation for Personal Effects
1.	Definitions
19.	Dispute Settling Procedure
3.	Engagement
2.	Hours
23.	Long Service Leave
16.	Meal Allowance
15.	Mixed Functions
6.	Overtime
14.	Payment of Wages
13.	Protective Clothing and Industrial Clothing
20.	Provisions for Transport
8.	Public Holidays
25.	Redundancy
10.	Returning to Duty After Annual Leave
7.	Saturday, Sunday and Holidays
22.	Screening of Employees for Skin Cancer
5.	Shift Work
11.	Sick Leave
18.	State Personal/Carer's Leave Case - August 1996.
4.	Wages

PART B**MONETARY RATES**

Table 1—Wages

Table 2—Other Rates and Allowances

PART A**1. DEFINITIONS**

- (i) Vessel means a vessel propelled by steam or motor.
- (ii) Deckhand shall include any person other than a Master or Engineer assisting on a vessel as defined in subclause (i) of this clause.
- (iii) "Master" means an appropriately qualified person having command of a vessel.
- (iv) Shift Work: -
 - "Afternoon Shift" shall mean any shift terminating subsequent to 6.00 p.m. and at or before midnight.
 - "Night Shift" shall mean any shift terminating subsequent to midnight and at or before 8.00 a.m.
 - "Day Shift" means any shift commencing before 6.30 a.m.

2. HOURS

- (i) The ordinary hours of work in this award shall not exceed an average of 38 per week over a four-week cycle, with not more than two weeks of 44 hours in that cycle.
- (ii) The ordinary daily time of work shall be not less than six hours nor more than 11 hours, to be worked consecutively, but such ordinary daily time may be varied in such manner as the union and the said employer concerned may agree and, in cases of emergency, but only in such cases, an employee may be required to work otherwise than in accordance with subclause (i) of this subclause.
- (iii) There shall be an entitlement to employees to take a paid leisure day as though worked in each four-week cycle arising from a credit of 0.05 of an hour (i.e., three minutes for each hour worked). The rostered leisure day shall be set as follows:
 - (a) by the employer fixing one day in the fourth week of the cycle as a rostered day off; or
 - (b) where the employer and the union agree in a particular establishment, the employer may fix two days on which the employees may be rostered off or two half days during the four-week cycle, provided that such half days are either a Monday or Friday.
 - (c)
 - (1) Each day of paid leave taken (including annual leave but not including long service leave) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes. Provided, however, that rostered days off shall not be regarded as part of annual leave for any purpose.
 - (2) An employee who has not worked a completed four-week cycle, in order to accrue a rostered day off, shall be paid a pro rata amount for credits accrued for each day worked in such cycle, payable for the rostered day off or in the case of employment or termination (i.e., an amount of three minutes for each hour worked).
- (iv) Notwithstanding the provisions of subclause (iii) of this clause, an employee shall be entitled to no more than 12 paid rostered days or 24 paid half days off in any 12 months of consecutive employment.
- (v) Accumulation - Employees may accumulate rostered days or shifts off by agreement with the employer, provided that in any case no more than five rostered days or five rostered shifts off may be accumulated. The employee shall take accumulated rostered days or shifts off by mutual agreement with the employer.
- (vi) Notice - Except as provided elsewhere in this award, an employee shall be given no less than two weeks notice by the employer of the rostered day or shift off that he/she is to take. Provided that an employer may substitute the day or shift an employee is rostered off duty where an emergency situation occurs.
- (vii) Substitution - An individual employee, by agreement with the employer, may substitute the day or shift

he/she is rostered off duty for another day.

- (viii) Rostered day off falling on a public holiday - Where an employee's rostered day or shift off duty falls on a public holiday the employee and the employer shall agree to the substitution of an alternative day off. Provided, however, that where such an agreement is not reached the substitute day shall be determined by the employer.
- (ix) Work on a rostered day off - Subject to subclause (v) of this clause, where an employee is required to work on his/her rostered day or shift off, he/she shall be paid at ordinary time but shall be entitled to take his/her rostered day off no later than seven days following such a day.
- (x) Sickness on rostered day off - Where an employee is sick or injured on his/her rostered day or shift off he/she shall not be entitled to sick pay nor shall his/her sick pay entitlement be reduced as a result of his/her sickness or injury on that day.
- (xi) Overtime - The hourly rate for overtime shall be calculated from 9 March 1989, dividing the weekly rate by 38.
- (xii) Payment of Wages - In the event that an employee, by virtue of the arrangement of his/her ordinary working hours, is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following such pay day. The rates of pay shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (xiii) Rosters showing daily, weekly and fortnightly hours of work of all employees shall be exhibited by the employer at the wharf or yard. Such rosters shall not be altered without seven days' notice being given to the employees concerned.
- (xiv) A crib break of 20 minutes, which shall be counted as time worked, shall be allowed at a time mutually convenient.
- (xv) Notwithstanding the provisions of clause 7, Saturday, Sunday and Holidays, where a seven-day roster is in operation, work on Sundays may be reckoned as part of ordinary hours of work and shall be paid for at the rate of double time.

3. ENGAGEMENT

All employment shall be by the week, determined by a week's notice from either employer or employee unless that amount of a week's wages be paid or allowed in lieu of such notice: provided that if any employee fails to work on any day or part of a day when work has been provided for him/her, the employer shall be entitled to make a proportionate deduction from such employee's weekly wage.

4. WAGES

- (i) The minimum rates of pay for any classification shall, subject to the other provisions of this award, be the weekly rates as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) Junior males may be employed on the work of deckhands and/or assistant passage attendants, wharf hands and/or cleaners combined with passage attendants, wharf hands, and/or cleaners shall be paid the following percentage of the total wage payable to adult deckhands, from time to time effective.

Under 18 years of age	60 % per week
At 18 years of age	100 % per week

- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2000. 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.

5. SHIFT WORK

All employees engaged on afternoon and night shift, as defined in subclause (iv) of clause 1, Definitions, shall be paid wage rates prescribed, with an additional 15 per cent, provided that employees on day shift as defined in the said subclause (iv) shall receive five per cent in addition to the wage rates prescribed.

6. OVERTIME

- (i) All work done before or after the ordinary hours of the shift, or in excess of 11 hours consecutively or in excess of the daily, weekly or fortnightly rostered hours, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (ii) All time worked on an employee's rostered day off shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, with a minimum payment of six hours, provided that all time worked on a Saturday on which the employee has been rostered off shall be paid at double time.
- (iii) Overtime shall be paid for once only.
- (iv) All employees shall share equally with others in their respective classification in the vessels, where practicable, and all employees shall work an equal amount of overtime as far as it is possible to arrange.
- (v) An employee who has worked overtime on any day shall not be required to commence a new shift until he/she has a break of at least ten hours, unless otherwise agreed by the union and the employer.

7. SATURDAY, SUNDAY AND HOLIDAYS

- (i) Ordinary daily time worked on holidays shall be reckoned as part of the prescribed ordinary time to be worked in each fortnight but shall be paid for at the rate of double time and one-half.
- (ii) No time worked on Sundays shall be reckoned as part of any prescribed ordinary time or work.
- (iii) All ordinary time worked between midnight Friday and midnight Saturday shall be paid for at the rate of time and one-half.
- (iv) All time worked between the hours of midnight Saturday and midnight Sunday shall be paid for at the rate of double time.
- (v) Where work is done for more than 12 hours on a Sunday or a holiday on a vessel it shall be done in two shifts, unless the unions and employer concerned agree otherwise; but in cases of emergency, and only in such cases, an employee may be required to work otherwise than in accordance with this subclause.
- (vi) For all time worked on Christmas Day the rate shall be double time in addition to the ordinary rate.

8. PUBLIC HOLIDAYS

For the purpose of this award, the following days shall be observed as public holidays: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Eight-hour Day (Labour Day in Newcastle), Queen's Birthday, ANZAC Day, Christmas Day and Boxing Day and any other statutory or proclaimed public holiday for the State and no deduction shall be made for the occurrence of such holiday although not worked.

In the case of employees of Stockton Ferries at Newcastle, the day observed as Newcastle Show Day shall also be deemed a holiday and no deduction shall be made from the wages of an employee at Newcastle who does not work on such day.

9. ANNUAL LEAVE

- (i) Four week's leave on full pay shall be given to all employees annually.
- (ii) One day shall be added to the annual leave period of any employee rostered off duty on a day which is a public holiday prescribed by clause 8, Public Holidays.
- (iii) Employees when proceeding on annual leave shall receive an additional 17.5 per cent for day workers and 20 per cent for shift workers, such loadings to be calculated on the award rate of pay.

10. RETURNING TO DUTY AFTER ANNUAL LEAVE

An employee shall neither return to duty after annual leave on Sunday nor on any of the public holidays specified in clause 8, Public Holidays.

11. SICK LEAVE

- (i) An employee who has served continuously with his/her employer for not less than 13 weeks and who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary-time rates of pay for time of such non-attendance, subject to the following:
 - (a) He/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
 - (b) He/she shall not be entitled in respect of any year of continued employment to sick pay for more than 80 ordinary working hours. Provided that any employee with 12 months or more service shall be entitled to an additional 80 hours ordinary working hours sick leave per annum. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave, which may be allowed or may be carried forward under this award in respect of such year.
 - (c) The rights under this clause shall accumulate from year to year so long as the employee's employment continues with the employer, so that any part of 80 hours which has not been allowed in any year may be claimed by the employee, and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment and shall be fully accumulative for each year of service.

12. BEREAVEMENT LEAVE

- (i) An employee, other than a casual employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to a maximum of three days bereavement leave where the employee travels outside Australia in connection with the death.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 18, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 18. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

13. PROTECTIVE CLOTHING AND INDUSTRIAL CLOTHING

All employees required to work in the open on vessels, ferries or wharves shall be provided by the employer with oilskins and sou'westers. Deckhands shall be provided with sunglasses and suitable footwear.

14. PAYMENT OF WAGES

All wages shall be paid during working hours or within 15 minutes after finishing time on pay day, otherwise overtime shall be paid, with a minimum payment for one-half hour at least; provided that such overtime shall be paid only for the period for which the employee is actually waiting at the place appointed for payment of wages. Provided further that all moneys earned in any one week shall be paid weekly.

15. MIXED FUNCTIONS

When an employee is called upon to do any work for a period exceeding one hour of a class for which a higher rate of wages is herein prescribed, such employee shall, during the time he/she is so employed, be paid at the higher rate, with a minimum payment for four hours in any one day. Overtime in such cases shall be computed on the higher rate.

16. MEAL ALLOWANCE

When an employee is called to work overtime in extension of the employee's ordinary day's work, he/she will be supplied with a suitable meal or be paid an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, by the employer and for every further four hours of duty a further meal shall be provided or the employee shall be paid an amount as set out in the said Item 1.

17. COMPENSATION FOR PERSONAL EFFECTS

If by fire, explosion, foundering, shipwreck, collision, stranding, or any other cause whatsoever, not attributable to the employee's neglect, an employee should sustain damage or loss of his/her personal effects or equipment, the employer shall compensate him/her for such damage or loss by cash payment equivalent to the value thereof to a minimum as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that this amount or any part thereof shall not be payable where the loss is covered by workers' compensation insurance.

18. PERSONAL/CARER'S LEAVE

- (1) Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 11, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:

- (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a 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 purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee 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.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.
- (6) Rostered Days Off
 - (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all-rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

19. DISPUTE SETTLING PROCEDURE

The following dispute settling procedure will apply to all disputes covered by this award:

- (i) Where a dispute arises at the workplace the matter will be settled, where possible, between the employee(s) concerned or their representative and their immediate supervisor.
- (ii) Where the matter remains unresolved it shall be referred to the manager, who will consult with officials from The Seamen's Union of Australia, New South Wales Branch.
- (iii) If the matter remains unresolved, either party may refer the matter to the Industrial Relations Commission of New South Wales.
- (iv) It is agreed that no disruption to work shall occur during the process set out in subclauses (i), (ii) and (iii) of this clause, except where a genuine safety issue is involved.

20. PROVISIONS FOR TRANSPORT

Where an employee who is required to commence or finish between 12 midnight and 5.00 a.m., both times inclusive, the employee shall be provided with a conveyance by the employer or paid the prevailing rates, with a minimum of half an hour and a maximum of one hour.

21. AMENITIES AND ACCOMMODATION

- (i) Each ferry shall be provided with an efficient windscreen wiper.
- (ii) Each employee shall be provided with a suitable locker.

- (iii) Reasonable washing and toilet facilities shall be provided, with a supply of hot and cold water.

22. SCREENING OF EMPLOYEES FOR SKIN CANCER

Employees will be allowed reasonable time during working hours to attend a medical practitioner, hospital or recognised clinic for screening and treatment of skin cancer and related disorders, subject to the following:

- (a) advance notice of the absence is given to the employer; and
(b) the time taken off shall be sick leave and subject to the provisions of clause 11, Sick Leave.

23. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

24. ANTI-DISCRIMINATION

- 24.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 24.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 24.3 Under the *Anti-Discrimination Act, 1977* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 24.4 Nothing in this clause is to be taken to affect:
- 24.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation.
- 24.4.2 offering or providing junior rates of pay to persons under 21 years of age.
- 24.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
- 24.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 24.5 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.

NOTE

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

25. REDUNDANCY

25.1 Application

- 25.1.1 In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of Clause 3 Engagement.
- 25.1.2 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 25.1.3 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

25.2 Introduction of Change

25.2.1 Employers duty to notify—

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Award makes provision for alteration of any of the matters referred to in this clause, an alteration shall be deemed not to have significant effect.

25.2.2 Employer's duty to discuss change—

- (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in clause 25.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 25.2.1.
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

25.3 Redundancy

25.3.1 Discussions before terminations—

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant clause 25.2.1(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of clause 25.3.1(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

25.4 Termination of Employment—

25.4.1 Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with clause 25.2.1(a):

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.

25.4.2 Notice for technological change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with clause 25.2.1(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service

with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

25.4.3 Time off during the notice period -

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

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

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

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

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

25.4.8 Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in clause 25.2.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

25.5 Severance Pay

25.5.1 Where an employee is to be terminated pursuant to 25.4, Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

- (c) 'Week's pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Award payments, shift penalties and allowances.

25.5.2 Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 25.5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in clause 25.5.1 will have on the employer.

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

26. AREA, INCIDENCE AND DURATION

- 26.1 This award shall apply to all employees of the classes herein mentioned employed in and in connection with any motor ferry used in any regular ferry passenger work within the jurisdiction of the Ferries (State) Conciliation Committee; provided that any motor boat temporarily transferred to other than ferry work shall not itself exclude the employees so employed from the provisions of this award; provided further that any motor vessel generally operating under and covered by the Marine Motor Drivers, Coxswains, &c. (State) Award published 7 May 1993 (274 I.G. 1215), as varied, shall not be covered by this award when such motor vessel is temporarily transferred to any of the services covered by this award.
- 26.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Motor Ferries (State) Award published on 22 March 1996 (291 IG 532) and all variations thereof.
- 26.3 The award published 22 March 1996 took effect from the beginning of the first pay period to commence on or after 26 October 1995 and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
- 26.4 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 18 December 1998 (308 IG 307) are set out in the attached Schedule B and take effect on 14 June 2001.

- 26.5 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—Wages

	Former Wage Rate (\$)	SWC 2000 (\$)	Total Rate Per Week (\$)
Master/Engineer	520.90	15.00	535.90
Deckhands	455.50	15.00	470.50
Turnstile Attendants	455.50	15.00	470.50
Passage Attendants	455.50	15.00	470.50
Under 18 years of age	273.30	60 % of adult deckhands wage	282.30

Table 2—Other Rates and Allowances

Item No	Clause No	Brief Description	Amount (\$)
1	16	Meal Allowance	8.50
2	17	Minimum compensation for personal effects	741.30

SCHEDULE A

Award and Variations Incorporated

Clause	Award/Variation Serial No	Date of Publication	Date of taking Effect	Industrial Gazette Volume	Page
Award	B4068	22.3.96	First pay period on or after 26.10.95	291	532
Arrangement; 19	B5031	16.5.97	On or after 30.8.96	298	574
Part B Monetary Rates	B6193	17.7.98	First pay period on or after 22.11.96	305	1124
5 (iii) Table 1 of Part B	B5861	12.12.97	On or after 9.10.97	302	795
5 (iii) Tables 1 & 2 Part B	B6826	4.6.99	First pay period on or after 17.7.98	309	624
13	B7174	24.9.99	On and from 10.12.98	310	1089

Schedule B—

Changes Made on Review

Date of Effect: 14 June 2001

(1) Provision Modified—

Award	Clause	Previous form of Clause Last Published at IG Volume Page	
Motor Ferries (State) Award	2	291	533
Motor Ferries (State) Award	3	291	534
Motor Ferries (State) Award	4	291	536
Motor Ferries (State) Award	5	309	624
Motor Ferries (State) Award	6	291	536

Motor Ferries (State) Award	7	291	536
Motor Ferries (State) Award	8	291	537
Motor Ferries (State) Award	9	291	537
Motor Ferries (State) Award	10	291	538
Motor Ferries (State) Award	11	291	538
Motor Ferries (State) Award	12	291	538
Motor Ferries (State) Award	13	291	539
Motor Ferries (State) Award	14	291	539
Motor Ferries (State) Award	15	291	539
Motor Ferries (State) Award	16	291	539
Motor Ferries (State) Award	17	291	539
Motor Ferries (State) Award	18	291	540
Motor Ferries (State) Award	19	298	574
Motor Ferries (State) Award	20	291	542
Motor Ferries (State) Award	21	291	543
Motor Ferries (State) Award	22	291	543
Motor Ferries (State) Award	23	291	543
Motor Ferries (State) Award	24	291	543
Motor Ferries (State) Award	25	291	543
Motor Ferries (State) Award	26	291	543
Motor Ferries (State) Award	Table 1	309	624
Motor Ferries (State) Award	Table 2	309	625

(2) Provisions Removed—

Award	Clause	Previous form of Clause Last Published at	
		IG Volume	Page
Motor Ferries (State) Consolidated Award	1	291	532
Motor Ferries (State) Consolidated Award	23	291	543

Ferries (State) Conciliation Committee**Industries and Callings**

All persons employed on ferry boats, and masters, engineers, firemen and deck hands, both when employed on the boats and when employed on the wharf or in the yard, including engine drivers, firemen, crane and/or winch drivers on pontoons; labourers, both when employed on and when employed off the boats; turnstile hands, ticket and change hands, wharf cleaners, passage attendants, wharf attendants, ship keepers, coaling hands, lavatory and cloakroom attendants, night officers, tramway employees (other than engine drivers) and storekeepers, whether employed on the ferry boats or in connection with ferry services; all in the harbours of the State; excepting employees on the National Ferries; and excepting also employees of —

- The Maritime Services Board of New South Wales;
- The Council of the City of Newcastle;
- State Rail Authority of New South Wales and Urban Transit Authority of New South Wales.

F. MARKS J.

Printed by the authority of the Industrial Registrar.

(310)

SERIAL C0399

WIRE DRAWN FERRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notices of award review pursuant to section 19 of the Industrial Relations Act 1996 and another matter.

(Nos. IRC 3653 and 3655 of 1999 and 3729 of 2000)

Before the Honourable Justice Marks

14 and 21 June 2001

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject
1.	Arrangement
2.	Definitions
3.	Engagement
4.	Contract of Employment
5.	Hours
6.	Broken Shifts
7.	Crib
8.	Wages
9.	Overtime
10.	Extra Shifts
11.	Work on Saturdays, Sundays and Public Holidays
12.	Payment of Wages and Overtime
13.	Public Holidays
14.	Annual Leave
15.	Annual Leave Loading
16.	Sick Leave
17.	State Personal/Carer's Leave Case - August 1996.
18.	Bereavement Leave
19.	Distant Work
20.	Fares and Travelling Allowances
21.	Equal Distribution of Work
22.	Accommodation
23.	Protective and Industrial Clothing
24.	Termination of Employment
25.	Superannuation
26.	Settlement of Disputes
27.	Redundancy
28.	Anti Discrimination
29.	Area, Incidence and Duration

2. Definitions

- 2.1 "Union" shall mean the Seamens' Union of Australia New South Wales Branch.
- 2.2 "Employee" shall mean a person employed in either of the classifications referred to in clause 8, Wages, of this award.
- 2.3 "Casual employee" shall mean an employee who is engaged and paid as such for a definite period.
- 2.4 "Ferry Engine Driver" shall mean the employee who operates the ferry in a single crew operation and

shall be the driver in a more than one crew operation.

- 2.5 “Relieving employee” shall mean a person who is required to perform duties at a place other than the employees normal place of employment.
- 2.6 “Day Shift” means any shift commencing before 6.30 a.m.
- 2.7 “Afternoon Shift” means any shift finishing after 6.00 p.m. and at or before midnight.
- 2.8 “Night Shift” means any shift finishing subsequent to midnight and at or before 8.00.a.m.

3. Engagement

Employees shall be engaged on a weekly basis.

4. Contract of Employment

- 4.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.
- 4.2 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 in the use of such tools and equipment.
- 4.3 Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.4 Enterprises shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

5. Hours

- 5.1 The ordinary working hours shall be worked as a 20 day four week cycle with 19 shifts each of a total of eight hours with 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every 20 shift cycle.

The 20th shift shall be paid for at the rate(s) prescribed in clause 8, Wages, provided that no employee shall be disadvantaged as to the receipt of appropriate shift rates in a cycle.

- 5.2 Each shift of paid, sick or annual leave taken during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
- 5.3 An employee who has not worked, or is not regarded by reason of subclause 5.2 as having worked, a complete 20 day cycle shall receive pro rata accrued entitlements for each shift worked (or each fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered shift off, or in the case of termination of employment, on termination.
- 5.4 The accrued rostered shift off prescribed in subclause 5.1 shall be taken as a paid shift off provided that the shift may be worked where that is required by the employer due to unforeseen or emergency circumstances, in which case in addition to accrued entitlements the employee shall be paid the rates prescribed in clause 10, Extra Shifts, of this award.

6. Broken Shifts

- 6.1 Broken shifts shall be worked Monday to Friday inclusive. They shall consist of two separate four-hourly periods of work and shall be worked within a spread of twelve hours.
- 6.2 Broken shifts shall not be worked on Saturday, Sunday or any public holidays.
- 6.3 Employees engaged on broken shifts shall be paid a penalty of thirteen and three quarter per cent calculated on the ordinary weekly rate for the relevant classification prescribed in clause 8, Wages.
- 6.4 An employee engaged on a broken shift who, because of illness or approved absence and proper reason being notified to the employer, is unable to complete portion of such shift shall be paid the shift penalty rate in respect of the time actually worked.
- 6.5 In respect of the cost and time taken on each day in travelling to and from home between the two four-hourly periods of the broken shift covered by this clause an employee shall be paid for each such broken shift completed.
 - 6.5.1 The cost of the normal public transport unless required by the employer to travel by other means of transport when the appropriate fares shall be paid by the employer. Where the shift roster permits, the cost of the normal public transport will be calculated on the basis of weekly fares.
 - 6.5.2 In respect of the time actually taken in so travelling an amount calculated as three-quarters of one hour at the ordinary rate of pay prescribed in sub-clause 8.1 of clause 8, Wages, shall be paid to cover part of the travelling time.

7. Crib

- 7.1 Employees working on a straight shift shall be allowed 20 minutes for a meal or crib which shall be calculated as time worked. The time of taking crib in each of the shifts shall be fixed by mutual arrangement between the employer and the employee/s but shall not be more than five hours after the commencement of the shift. The crib shall be subject to interruption occasioned by emergency made known to the employee/s concerned.

8. Wages

- 8.1 An employee shall be paid as set out in Table 1 Rates of Pay, of Part B, Monetary Rates. The above mentioned rates include compensation for the disabilities incurred by employees when working in confined spaces and/or when cleaning bilges.
- 8.2 A casual employee shall be paid a daily rate calculated at one-fifth of the weekly pay fixed in subclause 8.1, of this clause, with the addition of 20 per cent.
 - 8.2.1 An employee on continuous shift (day, afternoon and night), shall be paid an allowance per week as set in Item 1 of Table 2 - Other Rates and Allowances of Part B, in addition to any other payments due, for all work performed, Monday to Friday, both days inclusive.
 - 8.2.2 An employee engaged on a two shift roster (day and afternoon shift) system shall be paid an allowance per week as set in Item 2 of the said Table 2 in addition to any other payments due, for all work performed, Monday to Friday, both days inclusive.

9. Overtime

- 9.1 Subject to the provisions of clause 10, Extra Shifts, of this award, all time worked before the usual commencing time or after the usual ceasing time or in excess of eight hours in any one shift or 38 hours per week shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 9.2 When an employee who is required to work overtime in excess of one and one-half hours after the usual ceasing time, without being notified the previous day, the employee shall be provided with a suitable

meal or be paid the sum as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in lieu thereof. Should such overtime work continue for a further four hours, the employee shall be provided with a second meal or be paid the sum as set in Item 4 of the said Table 2.

- 9.3 If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the employee shall be paid, as prescribed in subclause 9.2, of this clause, for the meals provided but which are surplus.

10. Extra Shifts

- 10.1 All time worked on a rostered shift off or an accrued rostered shift off shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter.

11. Work on Saturdays, Sundays and Public Holidays

- 11.1 All time worked between midnight Friday and midnight Saturday shall be paid for at the rate of time and one-half.
- 11.2 All time worked between the hours of midnight Saturday and midnight Sunday shall be paid for at the rate of double time.
- 11.3 All time worked on any of the holidays prescribed in clause 13, Public Holidays, of this award, shall be paid for at the rate of double time and one-half.

12. Payment of Wages and Overtime

- 12.1 Wages shall be paid at the end of each week, except where fortnightly payment is now a custom.
- 12.2 All wages and overtime shall be paid into a bank or other account, except for exceptional circumstances where payment will be made by cheque within 24 hours of the employee's normal pay day.

13. Public Holidays

- 13.1 Employees shall be entitled to the following public holidays without deduction of pay:
- 13.2 New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Eight Hours' Day or Labour Day, Christmas Day, Boxing Day and Picnic Day (the first Tuesday in November, or on any other day mutually agreed to between the Employer and the employee).
- 13.3 When the government declares, prescribes or gazettes a public holiday on days other than those set out above, those days shall constitute additional holidays for the purpose of this award.

14. Annual Leave

- 14.1 Five weeks' annual leave on full pay shall be given to all employees annually on completion of 12 months continuous service.
- 14.2 Where practicable employees shall be given at least one month's notice of the date they are to receive their holidays.
- 14.3 Should employment be terminated during the currency of the year employees shall be entitled to pro rata pay for each completed month of service.
- 14.4 One day shall be added to the annual leave period of any employee rostered off duty on a day which is a public holiday prescribed by clause 13, Public Holidays, of this award. Such day which is added to the employee's annual leave period shall not be lost if the employee is subsequently required to work overtime on the public holiday.
- 14.5 Employees shall be paid for annual leave prior to entering on leave.

15. Annual Leave Loading

- 15.1 Employees shall be granted an annual leave loading equivalent to 17.5% of five weeks ordinary wages or the shift premiums and penalty rates they would have received had they been on duty, whichever is the more favourable.
- 15.2 The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid on the first occasion on which the employee takes sufficient annual leave to be absent from duty for at least two consecutive weeks after 1st December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30th November.
- 15.3 Upon retirement or termination by the employer for any reason other than misconduct, an employee who has not taken annual leave since the preceding 1st December, shall be paid the loading which would have been payable had such leave been taken.

16. Sick Leave

- 16.1 An employee with not less than three months' continuous service may be granted sick leave on full pay up to maximum of 10 working days in each sick leave year in respect of absence from duty.
- 16.2 Sick leave shall accumulate from year to year so that such entitlement or any part thereof, if not granted, shall be available to the employee in a subsequent year upon the same conditions without diminution of the entitlement for that year.
- 16.3 An employee who is absent on account of sickness or injury shall, as soon as he/she becomes aware that he/she will be absent from work, but prior to the normal commencing time of the shift, notify the employer of the absence and the likely duration.
- Except in special circumstances which prevented the employee from doing so, failure to notify in accordance with this subclause shall disentitle the employee to payment for such absence.
- 16.4 Any employee absent on account of sickness for any period of three days or less shall, if called upon by the employer, provide a medical certificate showing the nature of the illness.
- 16.5 Any employee absent on account of sickness for any period of more than three days shall immediately upon expiry of such three days, forward to the employer a medical certificate showing the nature of the illness and the probable duration thereof.
- 16.6 Where an employee is ill or incapacitated on a rostered shift off or an accrued rostered shift off, the employee shall not be entitled to payment of sick leave.

17. Personal/Carer's Leave

- 17.1 Use of Sick Leave
- 17.1.1 An employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in subclause 17.1.3(b), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 16, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 17.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 17.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.

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

17.2 Unpaid Leave for Family Purpose

17.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 17.1.3(b) who is ill.

17.3 Annual Leave

17.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

17.3.2 Access to annual leave, as prescribed in subclause 17.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

17.4 Time Off in Lieu of Payment for Overtime

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

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

17.4.3 If, having elected to take time as leave in accordance with subclause 17.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

17.4.4 Where no election is made in accordance with the subclause 17.4.1, the employee shall be paid overtime rates in accordance with the award.

17.5 Make-up Time

17.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

17.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

17.6 Rostered Days Off

17.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

17.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

17.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

17.6.4 This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18. Bereavement Leave

18.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 18.3 of this clause.

18.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

18.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 17.3.1(b), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

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

18.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 17.2, 17.3, 17.4, 17.5 and 17.6. In determining such a request, the employer will give consideration to the

circumstances of the employee and the reasonable operational requirements of the business.

19. Distant Work

- 19.1 A relieving employee other than a casual employee who is required to work at a place away from his/her normal place of work shall be paid all additional fares involved and additional travelling time involved at the rate of single time; provided that no employee shall be paid more than his/her ordinary day's wages for any time not exceeding 24 hours spent in travelling.
- 19.2 A relieving employee including a casual employee who is temporarily transferred to a locality to carry out relieving duties, where it is necessary to sleep away from his/her home, shall be provided with reasonable board and lodging or paid an allowance per week of seven days as set in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. In the case of broken parts of a week, the allowance shall be all living expenses actually and reasonably incurred but not exceeding the rate per day as set in Item 6 of the said Table 2.

20. Fares and Travelling Allowances

A relieving employee shall be paid:

- 20.1 In the metropolitan area: the actual cost of train, boat or bus fares between the ferries on which relief is performed;
- 20.2 Outside the metropolitan area: the actual cost of fares between ferries on which relief is performed as fixed by an established means of transport.
- 20.3 Where there is no established means of public transport the rate set in Item 7 of Table 2 of Part B – Other Rates and Allowances

21. Equal Distribution of Work

- 21.1 All employees required to work on a Sunday shall do so by regular rotation so that the time off shall, as far as possible, be distributed equally.
- 21.2 All employees shall work an equal amount of overtime as far as it is possible to arrange.

22. Accommodation

- 22.1 The following are identified as minimum standards for crew amenities and/or facilities:

22.1.1 On Board Ferries:

The following facilities shall be provided on each ferry:

- (i) foam type water jug for cool drinking water;
- (ii) basins and water container for washing;
- (iii) two-burner gas stove and kettle; and
- (iv) clock.

22.1.2 On Shore:

Crew amenities rooms shall include the following:

- (i) wash room, fitted with shower, wash basin and toilet. Hot water shall be connected to the shower and wash basin;
- (ii) change room with a locker for each employee and adequate seating accommodation; and
- (iii) mess room fitted with a sink with hot and cold running water together with an urn or electric kettle, and adequate table and seating accommodation.

23. Protective and Industrial Clothing

- 23.1 Protective clothing will be provided free of charge by the employer to the employee as follows: sou'wester, oilskin and rubber boots as required.
- 23.2 Footwear - Suitable working footwear will be supplied free of charge by the employer to the employee.
- 23.3 Gloves shall be provided and replaced free of cost where considered necessary.

24. Termination of Employment

- 24.1 Employment may be terminated by a week's notice being given by either side but if the employer terminates employment without at least one week's notice the employer shall pay the employee one week's wages in lieu thereof subject to the right of the employer to dispense with the services of an employee for misconduct without notice at any time. If the employer terminates the employment elsewhere than at the employee's place of engagement or residence the employer shall convey the employee thereto.

25. Superannuation

- 25.1 Employers shall pay all employees covered by this award superannuation as is prescribed by Federal Government legislation.
- 25.2 The superannuation benefit shall be paid to an approved fund.

26. Dispute Settling Procedure

- 26.1 The following dispute settling procedure will apply to all disputes covered by this award.
- 26.2 Where a dispute arises at the workplace the matter will be settled, where possible, between the employee(s) concerned or their representative and the immediate supervisor.
- 26.3 Where the matter remains unresolved, it shall be referred to the manager, who will consult with officials from The Seamen's Union of Australia, New South Wales Branch.
- 26.4 If the matter remains unresolved, either party may refer the matter to the Industrial Relations Commission of New South Wales.
- 26.5 It is agreed that no disruption to work shall occur during the process of steps in sub clauses 26.1 and 26.2, except where a genuine safety issue is involved.

27. Redundancy

- 27.1 Application
- 27.1.1 In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of Clause 27.4.
- 27.1.2 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first

reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

27.1.3 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

27.2 Introduction of Change

27.2.1 Employers duty to notify -

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Award makes provision for alteration of any of the matters referred to in this clause, an alteration shall be deemed not to have significant effect.

27.2.2 Employer's duty to discuss change -

- (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in clause 27.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 27.2.1.
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

27.3 Redundancy

27.3.1 Discussions before terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant clause 27.2.1(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of clause 27.3.1(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the

employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

27.4 Termination of Employment

27.4.1 Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with clause 27.2.1(a):

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.

27.4.2 Notice for technological change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with clause 27.2.1(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

27.4.3 Time off during the notice period -

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

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

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

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

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

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

27.4.8 Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in clause 27.2.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

27.5 Severance Pay

27.5.1 Where an employee is to be terminated pursuant to 18.4 Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

- (c) 'Week's pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Award payments, shift penalties and allowances.

27.5.2 Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 27.5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in clause 27.5.1 will have on the employer.

27.5.3 Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 27.5.1 if the employer obtains acceptable alternative employment for an employee.

28. Anti-Discrimination

- 28.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 28.2 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.
- 28.3 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.
- 28.4 Nothing in this clause is to be taken to affect:
- 28.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation.
- 28.4.2 offering or providing junior rates of pay to persons under 21 years of age.
- 28.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977.
- 28.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 28.5 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.

NOTE

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

29. Area, Incidence and Duration

- 29.1 This award shall apply to Ferry Engine Drivers and Deckhands employed, on wire drawn ferries throughout the State, by the Government of New South Wales or any corporate body or any lessee from or contractor with the said Government or corporate body within the jurisdiction of the Ferries (National) Conciliation Committee.
- 29.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Wire Drawn Ferries (State) Award published on 20 March 1992 (268 IG 825) and all variations thereof and the Wire Drawn Ferries Remuneration (State) Award published on 31 March 1995 (284 IG 1166) and all variations thereof.
- 29.3 The award published 20 March 1992 took effect from the beginning of the first pay period to commence on or after 15 July 1991 and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
- 29.4 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 18 December 1998 (308 IG 307) are set out in the attached Schedule B and take effect on 14 June 2001.
- 29.5 The award shall take effect on and from 14 June 2001 and remains in force for a period of twelve months.

PART B

MONETARY RATES

Table 1 – Wages

Classification	Former Wage Rate Per Week \$	SWC 2000 Per Week \$	Total Rate Per Week \$
Master/Engine Driver	468.80	15.00	483.80
General Purpose Hand	456.60	15.00	471.60

Table 2 - Other Rates and Allowances

Item No.	Clause	Brief Description	Amount
1	8.2.1	Continuous Shift (day, afternoon and night)	33.10
2	8.2.2	Two Shift Roster (day and Afternoon)	28.20
3	9.2	Meal Allowance	8.25
4	9.2	Meal Allowance	6.85
5	19.2	Board and Lodging Allowance	303.80

6	19.2	Living expenses incurred in the case of broken parts of a week	43.15
7	20.3	Fares and Travelling Allowances Engine Capacity (cc) Up to 1600 1601 to 2600 over 2600	45.4 cents per km 51.6 cents per km 53.5 cents per km

Schedule A**Award and Variations Incorporated**

Clause	Award/Variation Serial No.	Date Of Publication	Date Of Taking Effect	Industrial Vol	Gazette Page
Award	B0720	20.3.92	15.7.91	268	825
Index; 3A; 6A; 23; 24; 25; 26; Part B Table 1, Table 2	B1236	28.8.92	22.11.91	271	485
4A	B1374	11.9.92	25.3.92	271	866
Arrangement; 14A	B5292	7.3.97	30.8.96	296	1279
14(14B)	B7156	1.10.99	10.12.98	310	1311

Splinter Award Wire Drawn Ferries (Remuneration) (State) Award

Clause	Award/Variation Serial No.	Date Of Publication	Date Of Taking Effect	Industrial Vol	Gazette Page
Award	B3304	31.3.95	4.10.94	284	1166
Arrangement; 7; 7(ii) & Tables 1 of Part B	B5860	12.12.97	9.10.97	302	756
Monetary Rates; 7(ii); Tables 1 & 2 of Part B	B6824	28.5.99	4.8.98	309	547

Schedule B**Changes Made on Review****Date of Effect: 14.6.2001**

(1) Provisions Modified:

Award	Clause	Previous Form Of Clause Last Published At:	
		IG Vol.	Page
Wire Drawn Ferries (State) Award	2	268	825
Wire Drawn Ferries (State) Award	3	268	826

Wire Drawn Ferries (State) Award	3A	271	486
Wire Drawn Ferries (State) Award	4	268	826
Wire Drawn Ferries (State) Award	4A	271	866
Wire Drawn Ferries (State) Award	5	268	826
Wire Drawn Ferries (State) Award	6	268	827
Wire Drawn Ferries (State) Award	7	268	827
Wire Drawn Ferries (State) Award	8	268	828
Wire Drawn Ferries (State) Award	9	268	828
Wire Drawn Ferries (State) Award	10	268	828
Wire Drawn Ferries (State) Award	11	268	828
Wire Drawn Ferries (State) Award	12	268	828
Wire Drawn Ferries (State) Award	13	268	829
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(2) Provisions Removed:

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Wire Drawn Ferries (State) Award	1	268	825
Wire Drawn Ferries (State) Award	6A	271	487
Wire Drawn Ferries (State) Award	20	268	832
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(3) Rescinded Obsolete Awards Related to this Review:

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Ferries (National) Conciliation Committee

Industries and Callings

Masters, engineers, engine drivers, firemen, general purpose hands, ship keepers, wharf hands, cleaners, turnstile hands, passage hands, charge hands, collectors, steersmen and motor hands employed on the National Ferries throughout the State by the Government of New South Wales, or any corporate body or any lessee from or contractor with the said Government or corporate body.

F. MARKS *J.*

Printed by the authority of the Industrial Registrar.

(776)

SERIAL C0487**PASTRYCOOKS (SPECIFIED WHOLESALERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2248 of 1999)

Before Commissioner Patterson

18 June 2001

REVIEWED AWARD**ARRANGEMENT****PART 1 — GENERAL**

Clause No	Subject Matter
1.	Title
2.	Contract of Employment
3.	Definitions
4.	Occupational Superannuation
5.	Hours of Work
6.	Hours Payments / Rostered Days Off
7.	Payment of Wages
8.	Leave
9.	Personal/Carer's Leave
10.	Public Holidays
11.	Jury Service
12.	Meal Breaks and Refreshments
13.	Relieving in a Higher Classification
14.	Limitations of Weights
15.	Enterprise Agreements
16.	Introduction of Change
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18.	Anti-Discrimination
19.	Right of Entry
20.	Area, Incidence and Duration

PART 2 — SPECIFIED WHOLESALERS

1. Definitions
2. Wages
3. Arbitrated Safety Net Adjustments
4. Part-time Employees
5. Casual Employees
6. Allowances
7. Overtime
8. Second Tier Agreements

1. TITLE

This Award shall be known as the Pastrycooks (Specified Wholesalers) Award.

2. CONTRACT OF EMPLOYMENT

- (i) Employees shall be engaged on a full-time, part-time or casual basis.
- (ii) Subject to subclauses (iv) and (vi) of this clause, the employment of full-time and part-time engaged employees may be terminated during the first month of employment by 1 day's notice on either side and after 1 month's completed employment by 1 week's notice given on either side at any time during the week, or by the payment or forfeiture, as the case may be, of wages for the required period of notice. Casual employees shall be employed on an hourly basis.
- (iii) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and classification, of the type of work performed, by the employee.
- (iv) Nothing in this award shall affect the right of the employer to dismiss any employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid within 30 minutes after dismissal. Where this is impracticable due to weekend work, shift work or overtime work situation, then payment is to be made available to the employee on the next working day.
- (v) An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to Clause 8 - Leave; Clause 10 - Public Holidays; and Clause 11 - Jury Service.
- (vi) Subject to Clause 8 - Leave; Clause 10 - Public Holidays; and Clause 11 - Jury Service; an employee who is absent without permission from work for a continuous period of 3 days shall be deemed to have abandoned employment without reasonable cause.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, whichever is the later.
- (vii) Employees are responsible for the care and safekeeping of all issues to them and shall return each article to the employer on request or on termination of employment.
- (viii) Employees shall perform such duties, as the employer shall reasonably require. The employees shall work reasonable overtime, day work and shiftwork as provided by the terms of this award.
- (ix) This clause shall not affect the right of an employer to stand down any employee without pay for any day or part of a day during which an employee cannot be usefully employed because of any industrial action or any cause for which the employer cannot be held responsible.
- (x) In all such instances as provided for in subclause (ix) of this clause, the employer shall notify the Union and where practicable shall have prior discussions with the Union.

3. DEFINITIONS

- (i) **FULL-TIME EMPLOYEE** — means an employee employed by the week to work an average of 38 hours per week.
- (ii) **PART-TIME EMPLOYEE** — means an employee employed by the week to work on a standard roster of hours of less than 38 hours per week.
- (iii) **CASUAL EMPLOYEE** — means an employee employed by the hour and engaged and paid as such.
- (iv) **TRADESPERSON** — means a person who has (a) completed an indenture as an apprentice Pastry Cook or (b) received a certificate of recognition from the Vocational Training Board under the Industrial and Commercial Training Act.
- (v) **APPRENTICE** — means a person who is indentured as an apprentice Pastry Cook for a period of 4 years.

- (vi) **WORK OF A PASTRY COOK** — means a person capable of doing each and all of the following - weighing, mixing, baking, icing, piping or creaming, filling, ornamenting or rolling paste or dough, by machine or hand, making muffins, crumpets, hot plate goods, hamburger buns, doughnuts or fermented baked goods.
- (vii) **LEADING HAND** — means an employee appointed as such by the employer and who, while working under supervision, gives instructions to and/or is responsible for work done by other employees.
- (viii) **UNION** — means The National Union of Workers, New South Wales Branch
- (ix) **ASSOCIATION** — means The Baking Industry Employers Association of New South Wales.
- (x) **WHOLESALE ESTABLISHMENT** — means an establishment where the majority of trade involves the transportation away from the establishment of goods to retail shops, canteens or bulk consumers whether or not such retail shops, canteens or bulk consumers are or are not controlled by the wholesale manufacturer.

4. OCCUPATIONAL SUPERANNUATION

- (i) The employer shall pay on behalf of each full-time adult employee with 6 months continuous service 3 per cent of the employee's ordinary rate of pay per week into a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (ii) The employer shall pay on behalf of each part-time employee with 6 months continuous service working more than 20 hours per week 3 percent of the employee's ordinary rate of pay into a fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (iii) Where an employee is absent on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee, in respect of the period of unpaid absence.
- (iv) The obligation of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.
- (v) From 6 August 1990 where an employer has failed to make application to participate in an approved fund, the employer shall make application to participate in such fund and upon acceptance by the Trustee shall make an initial contribution which would have been payable under this award, had the employer made application to participate in such fund and been accepted by the Trustee prior to the operation of this award after which the employer shall then continue to make payments as prescribed by this award. Other than for back payment of contributions, the employee shall not be entitled to:

- (a) interest on contributions; and/or
- (b) death and disability cover,

until such time as the employer becomes a member of such fund that is the date of acceptance by the Trustees.

- (vi) An employer shall not be liable to contribute on behalf of any employee who refuses to sign an application form as required by the Trust Deed of an approved fund. Such refusal shall be in writing, notwithstanding that the employee can at any time apply to have contributions commencing upon becoming a member of the fund; Provided further that where an employee is a member of the union, such union shall be notified of the employee's refusal.

- (vii) Any employer who at the date of variation of this award is already contributing to a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation in accordance with the Principle established in the State Wage Case of December 1987 shall be exempt from this clause.

Notation: Employees covered by this award are also covered by the provisions of the *Superannuation Guarantee Charge Act*, 1992 (Cth.) and the *Superannuation Guarantee (Administration) Act*, 1992 (Cth.) and complimentary legislation. Nothing in this notation, however, shall be used to reduce any benefits enjoyed by employees as at the date of making this award.

5. HOURS OF WORK:

- (i) The ordinary hours of work will be, on average, 38 per week.
- (ii) The method of implementation may be any one of the following methods:
 - (a) 38 hours per week;
 - (b) 76 hours per fortnight;
 - (c) 19 days per 20-day cycle;
- (iii) In the absence of agreement the parties will implement the procedures set out in Clause 17, Disputes Procedure.
- (iv) Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the establishment to suit the needs of operations.
- (v) The ordinary hours of daily work shall be notified to employees and shall specify the commencing and finishing times of any day work or shift roster.
- (vi) The time of commencing and finishing day work or shift work in the establishment or section of the establishment once having been determined by the employer may be varied to suit the needs of the operation by agreement between the employer and the majority of employees concerned at the establishment or section, or in the absence of agreement by 7 days notice of alteration given by the employer to the employees.
- (vii) The method of implementation of a 38-hour week, once having been determined, may be varied to suit the operational requirements by agreement between the employer and the majority of employees concerned at the establishment or section, or in the absence of agreement by 1 month's notice of alteration given by the employer to the employees.
- (viii) **SUBSTITUTED DAYS —**
 - (a) Where, in accordance with paragraph (c) of subclause (ii) of this clause, a 38-hour week is arranged so that a day off occurs each 20 days, an employer may substitute the day an employee is to take off for another day in the case of machinery breakdown or failure or shortage of power, or shortage of stocks or supplies to meet the requirements of the business, or in other emergency situations. Such substitution shall be arranged after consultation with the employees involved.
 - (b) Nothing in this clause shall prevent agreement being reached between the employer and the majority of employees at the establishment or section to substitute one day off for another day.
 - (c) Where a day off is substituted for another day, payment for the day worked is to be made for ordinary hours, at the ordinary time wage rate.

- (ix) **DAILY LIMITATION OF ORDINARY HOURS —**

- (a) **Full-time Employees** — Ordinary hours shall be worked in either 4, 5 or 6 days and the number of ordinary hours may not be less than 4 hours on any day, or more than 12 hours on any day.
- (b) **Casual or Part-time Employees** — The ordinary working hours of casual or part-time employees shall not exceed 12 hours per day with a minimum payment on any day of 4 hours.
- (x) Details relating to employees' classifications, wages, allowances and overtime are specified in Part 2 of this award.

6. HOURS PAYMENTS/ROSTERED DAYS OFF

- (i) Where the ordinary hours of work are arranged in accordance with paragraph (c) of sub-clause (ii) of Clause 5 - Hours of Work, so that an average of 38-ordinary hours is worked weekly during a particular 4-week cycle, wages shall be paid weekly according to the average ordinary hours worked per week in the 4-week cycle even though more or less than 38 ordinary hours may be worked in any 1 week.
- (ii) Where in accordance with the said paragraph (c) 8 ordinary hours are worked daily, the time worked shall be divided to provide 7.6 hours wages payment and 0.4 of an hour work credit.

The daily work credit of 0.4 of an hour will accrue to provide at the completion of each 4-week cycle fully worked, a work credit of 7.6 hours, which shall be due, and payable as and when the day off is taken, at the appropriate ordinary time wage rate.

- (iii) Where any employee works less than 19 days in any 4-week cycle, payment for the day off in connection with that work cycle shall be due and payable based on the total work credit accrued during that work cycle at the appropriate ordinary time wage rate.
- (iv) **Absences** — Where any employee fails to attend for duty on any day the employee shall not be entitled to payment for the 7.6 hours wages payment or for the 0.4 of an hour work credit for that day as prescribed in subclause (ii) of this clause.

Where any employee is absent for part of the day, the time worked shall be allocated to provide the first 0.4 of an hour as the work credit and the balance of the time worked as the hours wages payment for that day.

- (v) **Leave** - Where any employee is entitled to paid leave for Sick Leave or Bereavement Leave, or to a paid day for a Public Holiday, in accordance with the provisions of this award, the entitlement shall be 8 hours to apply as 7.6 hours wages payment and 0.4 of an hour work credit.

Where an employee is entitled to paid Sick Leave, in accordance with the provisions of this award and a day is taken, the employee's entitlements to Sick Leave will be reduced by 8 hours.

7. PAYMENT OF WAGES

- (i) Each employer shall fix a pay period of no more than 7 days, which shall be common to all the employees covered by this award and this period shall not be altered without 7 days notice: Provided that where genuine agreement is reached with a majority of employees the pay period may be extended. Such a variation shall be subject to the consent of the Union, which shall not be unreasonably withheld.
- (ii) All wages and overtime shall be paid not later than 3 working days after the end of the pay period, which shall be nominated by the employer and not changed without 7 days notice.
- (iii) Any time exceeding 15 minutes during which an employee is kept waiting for payment shall be paid for at the ordinary rate of pay.

- (iv) **Pay Slips** — Refer to Section 123 of the *Industrial Relations Act*, 1996 and Clause 6 of the Industrial Relations General Regulations.

7. LEAVE

(i) ANNUAL LEAVE

- (a) See *Annual Holidays Act* 1944.
- (b) Payment during Annual Leave — All employees shall receive payment for annual leave periods calculated at their ordinary rate of pay in accordance with the provisions of the *Annual Holidays Act* 1944, and shall, in addition, be paid all shift or early start allowances, relating to ordinary time which the employee would have worked if the employee had not been on annual holidays. Such payment shall not include any penalty payment in respect of a public holiday occurring during the annual holiday which the employee would have worked an ordinary shift.
- (c) During a period of annual leave an employee shall receive a loading calculated on the rate of pay as prescribed by Part 2. The loading shall be as follows: -
- (1) 17 and a half per cent; or
 - (2) the shift or early start allowance an employee would have been entitled to in accordance with paragraph (b) of this subclause provided that entitlement exceeds 17 and a half per cent.
- (d) The entitlements prescribed in paragraph (c) of this subclause shall not apply to:
- (1) pro rata leave on termination;
 - (2) accrued leave on termination except when the employment of an employee is terminated by the employer for reasons other than those prescribed in subclauses (iv) and (vi) of Clause 2 - Contract of Employment;
 - (3) annual leave taken wholly or partly in advance, provided that the loading shall be paid if and when an employee's leave entitlement falls due.
- (e) In the event of annual leave close-down an employee shall receive the entitlements prescribed in paragraphs (b) and (c) of this subclause on a pro rata basis.

(ii) SICK LEAVE

- (a) An employee on weekly hiring who, after not less than 3 months' continuous service with the employer, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance subject to the following conditions and limitations.
- (1) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
 - (2) The employee shall immediately, or as soon as reasonably practicable, notify the employer of an inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
 - (3) The employee shall furnish a doctor's certificate or proof as required by the employer of an inability on account of such illness or injury, to attend for duty on the day or days for which sick leave payment is claimed.
- (b) For the purpose of this clause continuous service shall be deemed not to have been broken by

- (1) any absence from work on leave granted by the employer;
- (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall fall upon the employee): Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (c) An employee shall be entitled to paid sick leave not in excess of:
 - (1) 3-1/3 hours for each month of service during the first year of employment;
 - (2) 48 hours during the second year of employment;
 - (3) 64 hours during the third year of employment;
 - (4) 80 hours during the fourth and subsequent year of employment.
- (d) Sick leave shall accumulate from year to year, subject to continuous employment, provided further than an employee shall not be entitled to accumulate sick leave for more than 792 hours from the end of the year in which it accrues.
- (e) To be read in conjunction with clauses 6 (iv) and 6 (v) - Hours Payments.

(iii) **BEREAVEMENT LEAVE**

- (a) An employee, other than a casual employee, shall be entitled to up to three days Bereavement Leave, without deduction of pay on each occasion of the death in Australia of a person as prescribed in Paragraph (c) of this subclause.

Provided further, an employee, other than a casual employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee as prescribed in the said paragraph (c) where such employee travels outside Australia to attend the funeral.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer, proof of death.
- (c) Bereavement Leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 9 – Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement Leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said Clause 9. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

(iv) **LONG SERVICE LEAVE**

See *Long Service Leave Act 1955*.

(v) **PARENTAL LEAVE**

See *Industrial Relations Act* 1996.

(vi) **WORKERS' COMPENSATION AND REHABILITATION**

See *Workers' Compensation and Rehabilitation Act* 1987 and the *Workplace Injury Management and Workers' Compensation Act* 1998.

9. PERSONAL / CARER'S LEAVE

1. USE OF SICK LEAVE

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 8(ii) Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a 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 purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

2. UNPAID LEAVE FOR FAMILY PURPOSE

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

3. ANNUAL LEAVE

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee 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.

4. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

5. MAKE-UP TIME

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

6. ROSTERED DAYS OFF

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all-rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

10. PUBLIC HOLIDAYS

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day or any other gazetted public holiday are observed and special days appointed by proclamation as public holidays shall be holidays under this award and no deduction shall be made from the weekly pay of an employee in which any of the above named holidays fall if the employee is not required to work on any of such holidays.
- (ii) An employee required to work on any of the holidays named in subclause (i) of this clause shall, for all time worked on any such holidays, be paid in accordance with Part 2.
- (iii) An employee absent without leave on the working day immediately preceding an award holiday or holidays, or on the working day immediately succeeding such holiday or holidays, shall forfeit wages for the days of absence including the holiday or holidays, except where such absence is due to illness of the employee or to another reasonable cause proof whereof shall be upon the employee.
- (iv) Employees' picnic day shall be a recognised holiday. It shall be observed on the third Wednesday of February. Where an employer requests an employee to work on such a day, the employee will nominate an alternative day and notify the Union at least one month in advance.
- (v) A special day appointed by proclamation as a public holiday shall be a holiday under this award only within the district specified in the proclamation.

11. JURY SERVICE

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service.
- (ii) An employee shall notify the employer as soon as possible of the date 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.

12. MEAL BREAKS AND REFRESHMENTS

- (i) Each day's work shall be worked in an unbroken shift except for meal breaks or refreshments.
- (ii) Non-paid meal breaks shall be as arranged between the employer and the employee but in no case shall the meal breaks of an employee exceed one hour in the aggregate in any one day and not less than half an hour in any one break unless mutually agreed by the employer and the employee: Provided that an employee shall not, in general, be required to work more than five hours without a break for a meal.
- (iii) During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than twenty minutes duration in aggregate and not less than five minutes for any one break, in such manner as to not interfere with the continuous running of the establishment.

13. RELIEVING IN A HIGHER CLASSIFICATION

Any employee performing the work of a higher paid classification than the employee's usual classification, for 1 hour or more on any day, shall be paid at the rate for the higher paid classification for the time the employee performs such higher paid work.

14. LIMITATION OF WEIGHTS

- (i) See OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS.

15. ENTERPRISE AGREEMENTS:

- (i) As part of the Structural Efficiency exercise and as an on-going process, the parties agree that discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process. The union delegates at the place of work may be involved in such discussions.
- (ii) The terms of any genuine agreement reached between an employer and employee(s) in any establishment shall substitute for the provisions of this award to the extent that they are contrary provided that:
- (a) Employees genuinely agree.
 - (b) Such agreement is consistent with the Principles as laid down by the State Wage Case of August 1989, or with such Principles as may be then current.
 - (c) Such agreement is processed in accordance with sub-clause (iii) of this clause.
 - (d) Agreement shall not be unreasonably withheld, having regard to the productivity and efficiency of the enterprise and the interests of the employees.
 - (e) Such agreement shall be designed to substitute for one or more of the following clauses in this award:
 - 2. Contract of Employment
 - 3. Definitions
 - 4. Occupational Superannuation
 - 5. Hours of Work
 - 6. Payment of Wages
 - 7. Leave
 - 10. Meal Breaks and Refreshments
 - 11. Relieving in a Higher Classification
 - 14. Introduction of Change
 - 15. Disputes Procedure
- (iii) Enterprise Agreements shall be processed as follows:
- (a) All employees will be provided with the current provisions (e.g., Award or Industrial Agreement) that apply at the establishment.
 - (b)
 - (1) Where agreement is reached between the employer and employee(s) or the authorised Representative(s) at an establishment, such agreement shall be committed to writing in the form set out in Part 2; or
 - (2) Where agreement is reached between the employer and an absolute majority of permanent employees under this award at an establishment, such agreement shall be committed to writing in the form set out in Part 2.
 - (c) The agreement shall be signed by the employer, or their duly authorised representative(s), the employee(s), or the authorised representative(s) with whom agreement was reached, and shall be sent to the union and the employer association, if any, of which the employer is a member.
 - (d) If no party objects to the agreement, then a consent application shall be made to the Industrial Relations Commission of New South Wales or to the Industrial Committee to have the agreement ratified.
 - (e) Such agreement when ratified shall be displayed on a notice board at each establishment or enterprise affected.

- (f) Nothing in this section removes any of the rights bestowed upon a party to the award under the *Industrial Relations Act 1996*.
- (g) No employee shall suffer a reduction in earnings as a result of any agreement reached.

16. INTRODUCTION OF CHANGE

(i) **Employer's Duty to Notify**

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

(ii) **Employer's Duty to Discuss Change**

- (a) The employer shall discuss with the employees affected the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (i) of this clause.
- (c) For the purposes of such discussion, the employer shall provide in writing to the employees concerned all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

17. DISPUTES PROCEDURE:

- (i) Subject to the *Industrial Relations Act, 1996*, any grievance, dispute or claim arising out of or relating to this award shall be dealt with in the following manner
 - (a) Should any matter arise which gives cause for concern to an employee, the employee shall raise the matter with the immediate supervisor.
 - (b) If the matter remains unresolved it shall be referred to the union delegate who shall consult with the appropriate representative of the employer.
 - (c) If the matter remains unresolved it shall be referred to the Secretary of the union (or representative). This official shall discuss the matter with a senior representative of the employer.

- (d) If the matter remains unresolved it may be submitted to the Industrial Relations Commission of New South Wales, whose decision shall, subject to any appeal in accordance with the *Industrial Relations Act*, 1996, be final.
- (e) Whilst the above procedure is being followed, work shall continue as normal in accordance with this award.
- (f) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- (g) The parties shall, at all times, confer in good faith and without undue delay.
- (h) In the event of industrial action taking place, the union will endeavour to consult with all NUW members covered by this award at the site affected, before such action occurs.

18. ANTI-DISCRIMINATION

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

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."

19. RIGHT OF ENTRY AND INSPECTION

See Chapter 5, Part 7 of the *Industrial Relations Act*, 1996.

20. AREA, INCIDENCE AND DURATION

- (a) This Award shall apply to:
- (i) The classifications of employees specified in Part 2 within the industries and callings of Clause 2 of the Biscuit, Cake Makers and Pastrycooks, &c. (State) Industrial Committee of this award employed or engaged by the employers specified in Part 2 of this award.
 - (ii) Apprentices to the trade of pastry cooking, being a trade declared for the purpose of the *Industrial and Commercial Training Act* by the Industrial and Commercial Training (Declared Trades and Declared Callings) Orders, 1989.
- (b) This award is made following a review under Section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Pastrycooks (Specified) Wholesalers) Award published 30 April 1999 (309 I.G. 177) and all variations thereof.
- (c) The Award published 30 April 1999 took effect from the beginning of the first pay period to commence on or after 27 April 1998 and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
- (d) The changes made to the award pursuant to the Award Review pursuant to Section 19(6) of the *Industrial Relations Act*, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) are set out in the attached Schedule B and take effect on 18 June 2001.
- (e) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

SCHEDULE A

Awards and Variations Incorporated

Clause	Award/Variation Serial No.	Date of Publication	Date of taking Effect	Industrial Gazette	
				Vol.	Page
Pastrycooks (Specified Wholesalers) Award	B6335	30 th April 1999	27 th April 1998	309	177
Part 2, Clause 2	B6873	2 nd July 1999	6 th October 1998	309	1045
Part 2, Clause 2	B8557	20 th April 2000	6 th October 1999	315	15
15A	B8212	28 th April 2000	3 rd June 1999	315	389
7	B9038	28 th April 2000	10 th December 1998	315	443

SCHEDULE B

Changes Made on Review

Date of Effect: 18 June 2001

Provisions Modified —

PASTRYCOOKS (SPECIFIED WHOLESALERS) AWARD

CLAUSE	Previous Form of Clause Last Published at	
	I.G. Vol.	Page
AWARD: Pastrycooks (Specified Wholesalers) Award		
1	309	177
2	309	177
3	309	177
4	309	177
5	309	177
6	309	177
7	315	443
8	309	177
9	309	177
10	309	177
11	309	177
12	309	177
13	309	177
14	309	177
15	309	177
15A	315	389
16	309	177
17	309	177
Part 2 1	309	177
2	315	15
3	309	177
4	309	177
5	309	177
6	309	177
7	309	177
8	309	177

PART 2**APPENDIX 1 — SPECIFIED WHOLESALERS****1. DEFINITIONS:**

- (a) **Employer** - means Vrachnas Betabake Pty. Ltd.
- (b) **Foreperson/Supervisor** - means a person in charge of the bakehouse employees.
- (c) **Pastry Cook/Tradesperson** - means a tradesperson who is employed to do the work of a pastry cook.
- (d) **Pastry Cook/Other** - means a person who is not a tradesperson who is employed to do the work of a pastry cook.
- (e) **Head Packer** - means a person who is in charge of the packing room or in charge of packers.

- (f) **Stacker (Licensed)** - means a person who is mainly engaged in the transportation, lifting and stacking of cakes, pastry and other goods by fixed or mobile or mechanical or electrical appliances.
- (g) **Motor Van Driver** - means a person who is employed in loading and unloading and driving or delivering by a motor or other power driven vehicle.
- (h) **Checker/Loader** - means a person who is employed to check the make-up of orders and stack the loaded trays.
- (i) **Packer Group 1** - means a person who is engaged in packing pastry and pastry cooking goods manually and/or in association with packing machinery and who, from time to time, may be required to lift weights of 16 kilograms or more.
- (j) **Packer Group 2** - means a person who is engaged in packing pastry and pastry cooking goods manually and/or in association with packing machinery and who cannot lift, and whose duties do not include the lifting of, from time to time, weights of 16 kilograms or more.
- (k) **Assistant Group 1** - means a person who is engaged washing cartons, trays and boxes.
- (l) **Assistant Group 2** - means:
 - (1) a person who is employed icing, piping, creaming, filling by machine or hand or shaping by machine and who is not employed as a pastry cook.
 - (2) a person who is employed to do general duties and who, from time to time, may be required to lift weights of 16 kilograms or more.
- (m) **Assistant Group 3** - means a person who is employed to do general duties, and who cannot lift, and whose duties do not include the lifting of, from time to time, weights of 16 kilograms or more.

2. WAGES

(i) FULL-TIME EMPLOYEES

(a) Adults —

Any employee 21 years of age or over shall be paid not less than the minimum award wage rates of pay set out opposite the classification which the employee is allocated by the employer.

Classification	Former Award Wage Rate (Per Week) \$ 6 October 1999	Minimum Award Wage Rate (Per Week) \$ 6 October 2000
Foreperson/Supervisor	485.90	500.90
Pastry Cook/Tradesperson – Employed Ornamenting	458.70	473.70
Pastry Cook/Tradesperson	456.40	471.40
Pastry Cook/Other	429.40	444.40
Head Packer	469.10	484.10
Stacker (Licensed)	436.70	451.70
Motor Van Driver	432.10	447.10

Checker / Loader	417.20	432.20
Packer Group 1	414.70	429.70
Packer Group 2	406.40	421.40
Assistant Group 1	416.80	431.80
Assistant Group 2	410.80	425.80
Assistant Group 3	406.00	421.00

(b) **Juniors —**

The minimum rate of pay for all unapprenticed employees under the age of 21 years shall be ascertained by applying the following percentage to the appropriate adult rate of pay as prescribed in subparagraph (1) of this paragraph to the classification of work to which the junior is allocated by the employer. Junior rates will be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2½ cents to be disregarded.

Classifications	Percentage
Under 18 Years of Age	56
At 18 Years of Age	65
At 19 Years of Age	70
At 20 Years of Age	80

(c) **Apprentices —**

The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentice's indenture.

Classification	Former Award Wage Rate (Per Week) \$ 6 October 1999	State Wage Case \$ June 2000	Minimum Award Wage Rate (Per Week) \$ 6 October 2000
1st Year	232.70	7.20	239.90
2nd Year	264.80	8.20	273.00
3rd Year	304.10	9.40	313.50
4th Year	369.30	11.80	381.10

- (d) **Adult Apprentices** — The minimum rate of pay for adult apprentices (21 years of age and over), shall remain at the second year rate for the first 2 years of the indenture.

3. ARBITRATED SAFETY NET ADJUSTMENTS

- (a) The rates of pay in this Award include the first, second and third arbitrated safety net adjustments (\$8 per week each - 8 March 1994; 8 May 1995, 27 April 1998), payable under the State Wage Case - December 1994 Decision. All the above safety net adjustments may be offset to the extent of any wage increase received at the enterprise level since 29th May 1991. Increases made under previous State Wage Case principles or under the current principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case of May

2000. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increase since 29 May 1991, other than Safety Net, State Wage Case, and Minimum Rates Adjustments.

4. PART-TIME EMPLOYEES

- (a) Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.

In addition, part-time employees are entitled to all forms of leave in accordance with Clause 7.

- (b) All entitlements of this Award shall apply to a part-time employee on a pro-rata basis.

5. CASUAL EMPLOYEES

Casual Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38, plus 15 per cent. In addition, casual employees are entitled to pro rata:

- (1) annual leave in accordance with subclause (i) of Clause 8 - Leave;
- (2) long service leave in accordance with subclause (iv) of Clause 8 - Leave.

6. ALLOWANCES

- (a) **Day Shift**

- (1) means any shift of ordinary hours which commences at or after 2.00am and finishes at or before 6.00pm
- (2) shall be paid at the rate of 30% above the ordinary rate of pay for time worked between 2.00a m and 5.00am.

- (b) **Afternoon Shift**

- (1) means any shift of ordinary hours that finishes after 6.00 p.m. and at or before midnight.
- (2) shall be paid at the rate of 15% above the ordinary rate of pay for the whole of the shift.
- (3) does not include a day shift that is working overtime.

- (c) **Night Shift**

- (1) means any shift of ordinary hours that finishes subsequent to midnight and at or before 8.00 a.m.;
or
- (2) any shift of ordinary hours commencing subsequent to midnight and at or before 2.00 a.m.
- (3) shall be paid at the rate of 30% above the ordinary rate of pay, for the whole of the shift.
- (4) does not include an afternoon shift that is working overtime.

- (d) **Saturday Work** — All time worked on Saturday shall be paid at the rate of time and one-half for the first 4 hours and double time thereafter, with a minimum payment of 4 hours for each start.

- (e) **Sunday Work** — All time worked on Sunday shall be paid at the rate of double time; with a minimum payment of 4 hours for each start.

- (f) **Public Holiday Work** — All time worked on a public holiday shall be paid at the rate of double time and one-half, with a minimum payment of 4 hours for each start.
- (g) **Easter Provisions** — An employee required to work after the time fixed for the cessation of the ordinary hours of work during the period commencing 6.00pm on Tuesday preceding Good Friday in each and every year terminating at 12 midnight on the Thursday preceding Good Friday shall be paid double time for all such hours worked between 6.00pm and 5.00am on the Tuesday and Wednesday and 6.00pm and 12 midnight on Thursday.

This sub-clause shall only apply to those employees directly employed in the manufacture of Easter buns.

- (h) **Leading Hands** — An employee appointed by the employer as a leading hand shall receive the following weekly allowance in addition to the appropriate rate for the employee's classification.

In Charge of	Per Week \$
10 employees or less	15.30
11 to 20 employees	28.00
20 employees or more	32.85

- (i) **Freezer/Cool Room** — An employee who during the course of employment is mainly required to work in freezers shall be paid -

- (1) between 0 and 8 degrees Celsius (inclusive) - \$2.55 per day extra;
- (2) between 0 degrees Celsius and minus 18 degrees Celsius (inclusive) - \$4.30 per day extra;
- (3) below minus 18 degrees Celsius - \$7.15 per day extra.

In addition, an employee required to work in temperatures below 7.2 degrees Celsius shall be provided with suitable headgear, gloves and protective clothing.

- (j) **First-aid** — An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid \$9.60 per week extra.
- (k) **Meal** — An employee required to work overtime for more than 2 hours after finishing time on any day, shall be paid \$7.90 for meal money, unless 24 hours notice has been given.
- (l) **Laundry** — Uniforms where required by the employer shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive \$6.47 per week extra.
- (m) **Collecting Monies** — An employee employed as a motor van driver when collecting cash for the employer shall be paid \$5.77 per week extra. In addition, the employer shall provide a suitable cash bag.
- (n) **Driving Licence** — After 6 month's service an employee employed as a motor van driver shall be reimbursed by the employer the fees paid annually for the driving licence.
- (o) **Apprentices** — An apprentice who obtains and hands to the employer a certificate or statement of having passed the yearly technical college examination shall be paid \$4.50 per week for the ensuing 12 months. Every apprentice who successfully completes the 2½ year trade course shall be paid \$12.50 per week.

7. OVERTIME

- (a) **Full-time Employees** — In computing overtime for full-time employees, such calculations shall be made as follows:

- (1) When implementing the hours of work under paragraph (a) of sub-clause (ii) of Clause 5 - Hours of Work, all time worked in excess of 38 hours per week or in excess of the daily limitations as prescribed by sub-clause (x) of Clause 5, shall be calculated on a weekly basis at the rate of time and one half for the first 8 hours and double time thereafter, provided that no overtime shall be paid for twice.
- (2) When implementing the hours of work under paragraph (b) of sub-clause (ii) of Clause 5, all the time worked in excess of 40 hours and 38 hours of the respective weeks or in excess of the daily limitations as prescribed by sub-clause (x) of clause 5, shall be calculated on a weekly basis at the rate of time and one half for the first 8 hours and double time thereafter, provided that no overtime shall be paid for twice.
- (3) When implementing the hours of work under paragraph (c) of sub-clause (ii) of clause 5, all time worked in excess of 40 hours and 32 hours of the respective weeks or in excess of the daily limitations as prescribed by sub-clause (x) of the said clause 5, shall be calculated either:

on a weekly basis at the rate of time and one half for the first 8 hours and double time thereafter;
or

on a daily basis at the rate of time and one half for the first 2 hours and double time thereafter.

- (b) **Part-time and Casual Employees** — Overtime will be computed daily. All time worked in excess of the daily limitations of hours prescribed by sub-clause (x) of Clause 5 - Hours of Work, shall be overtime. Overtime shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter.

- (c) **Rest Period After Overtime** — When overtime is worked, it shall, wherever reasonably practicable, be so arranged that the employees have at least 10 consecutive hours off duty between the work of successive days.

If, on the instruction of the employer, such an employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee shall be paid at double time until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

8. SECOND TIER AGREEMENTS

Vrachnas Betabake Pty. Ltd — To the extent necessary to give effect to them, the provisions of Exhibit 11 in matter Number 1398 of 1989 and Numbers 145 and 1732 of 1988, shall apply in place of any provision of this award.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(1467)

SERIAL C0505**DIVISIONS OF GENERAL PRACTICE (STATE) AWARD - 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of award review pursuant to section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1010 of 2001)

Before Mr Deputy President Grayson

18 May 2001

REVIEWED AWARD**1. TITLE**

This award shall be known as the Divisions of General Practice (State) Award - 1999.

2. PARTIES

This Award shall be binding upon:

(a) the employers named:

The Barrier Division of General Practice Ltd;
Dubbo / Plains Division of General Practice;
Eastern Sydney Division of General Practice;
GENPRAC LTD, t/a The Tweed Valley Division of General Practice;
Hornsby Ku-ring-gai Ryde Division of General Practice;
Hunter Rural Division of General Practice Ltd;
Illawarra Division of General Practice;
NSW Central West Division of General Practice;
Northern Rivers Division of General Practice;
Northern Sydney Division of General Practice Inc.;
St George District Division of General Practice Inc.;
South East NSW Division of General Practice Ltd;
South Eastern Sydney Division of General Practice Inc.;
The Sutherland Division of General Practice Inc.;
Wagga Wagga & District Division of General Practice;
Murrumbidgee Division of General Practice Ltd
New England Division of General Practice
North West Slopes (NSW) Division of General Practice Ltd
Barwon Division of General Practice

(b) the employees of the employers named; and

(c) the unions named:

The Health and Research Employees' Association, and
The Federated Clerks Union of Australia, New South Wales Branch.

3. PREAMBLE

This award has been developed to address the needs of, and to bind, the named New South Wales Divisions of General Practice in their role as employers. Divisions of General Practice, established by the Commonwealth Government, are funded on an outcomes basis by the Commonwealth Government.

The parties recognise the impact of Divisions' subsequent contractual obligations to the Commonwealth Government.

In particular, the parties recognise the contractual limitations imposed on Divisions in relation to the employment of staff.

4. ARRANGEMENT

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5. DEFINITIONS

“**Consultation**” means conferring and deliberating between two or more people who share all of the relevant information which they need to form a view or make a decision.

“**Division**” means one of the New South Wales Divisions of General Practice who are party to this award.

“**Designated manager**” means the Chief Executive Officer, the Executive Officer or the manager with executive authority for the Division, as delegated by the Management Committee or Board of Directors.

“**Employer**” means a Division.

“**Employee**” means any person employed by a Division party to this award, with the exception of employees required to be registered nurses and of General Practitioners (GPs) who work four hours or less per week for the employer.

“**Mutual agreement**” means agreement that is reached after individuals have been fully informed of the issues under consideration, including alternatives that are available or feasible. Mutual agreement is achieved when managers and employees have entered into arrangements after full and open discussions, free of any coercion.

“**Standard hours**” are the established number of weekly or fortnightly hours required of full time employees by each employer.

6. NO DISADVANTAGE

Nothing in this Award shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him or her prior to the date of operation of this Award.

7. PAYMENT AND PARTICULARS OF SALARY

- (a) Salaries shall be paid fortnightly.
- (b) Employees shall have their salary paid by cheque or paid into accounts with banks or other financial institutions as nominated by the employee. When paid into accounts, salaries shall be deposited in sufficient time to ensure that they are available for withdrawal by employees no later than pay day.
- (c) On each pay day an employee shall be provided with a statement, in writing, containing the name, the amount of ordinary salary, the total number of hours worked (including agreed extra hours), the amount of any other moneys paid and the purpose for which they are paid, and the amount and nature of any deductions made from total earnings.

8. CLASSIFICATION SYSTEM

- (a) The skills-based classification system contained in this award will apply to each employer respondent to this award.
- (b) Each employer respondent must classify the jobs falling within the levels outlined below and defined in full in Clause 39-Job Classification Systems, of Part B of this award.
- (c) Levels

There are six Classification levels for roles/ positions in Divisions. They are briefly described as:

Level I

Roles classified at Level I are required to:

- demonstrate basic operational knowledge in a moderate range of areas
- apply a defined range of skills
- apply known solutions to a limited range of predictable problems
- perform a range of tasks where choice between a limited range of options is required
- access and record information from varied sources
- take limited responsibility for own outputs in work and learning

Level II

Roles classified at Level II are required to:

- demonstrate some relevant theoretical knowledge
- apply a range of well developed skills
- apply known solutions to a variety of predictable problems
- perform processes that require a range of well developed skills where some discretion and judgment is required
- interpret available information, using discretion and judgment
- take responsibility for own outputs in work and learning
- take limited responsibility for the output of others at Level I

Level III

Roles classified at Level III are required to:

- demonstrate understanding of a broad knowledge base, incorporating some theoretical concepts
- apply solutions to a defined range of unpredictable problems
- identify and apply skill and knowledge areas to a wide variety of contexts with depth in some areas
- identify, analyse and evaluate information from a variety of sources
- take responsibility for own outputs in relation to specified quality standards
- take limited responsibility for the quantity and quality of output of others

Level IV

Roles classified at Level IV are required to

- demonstrate understanding of a broad knowledge base incorporating some theoretical concepts, with substantial depth in some areas
- analyse and plan approaches to technical problems or management requirements
- transfer and apply theoretical concepts and/or technical or creative skills to a range of situations
- take responsibility for own outputs in relation to broad quantity and quality parameters
- evaluate information using it to forecast for planning or research purposes
- take limited responsibility for the achievement of group outcomes

Level V

Roles classified at Level V are required to:

- demonstrate understanding of a broad knowledge base incorporating theoretical concepts, with substantial depth across a number of areas, and/or mastery of a specialised area with a range of skills applications
- analyse and plan approaches to technical problems or management requirements applying significant judgment in planning, designing, technical or supervisory functions
- transfer and apply theoretical concepts and/or technical or creative skills to a broad range of situations.
- evaluate information using it to forecast for planning, design, evaluation or research purposes
- responsibility and accountability for output of self and others and for a defined broad range of

- parameters
- take responsibility for the achievement of group outcomes.

Level VI

Roles classified at Level VI are required to:

- demonstrate understanding of a broad and deep knowledge base, incorporating theoretical and abstract concepts and mastery of a specialised area.
- analyse and plan approaches to technical problems and management requirements, applying very significant judgment in planning, designing, policy development and initiating change
- transfer and apply theoretical concepts and technical or creative skills to a very broad range of internal and external situations.
- evaluate complex information, using it to forecast for planning, design and/ or management purposes.
- responsibility and accountability for output of self and a significant number of others for a broad range of defined and undefined parameters.
- take responsibility for the outcomes of groups, multiple teams, and/or the Division

9. HIGHER LEVEL DUTIES

(a) Higher Level Duties Allowance

A Higher Duties Allowance (HDA) is a payment made to an employee when he or she is required temporarily to perform some or all of the duties of a higher level position.

When an employee is appointed as “Acting”, to undertake the full responsibilities of that particular role, an allowance shall be paid pro rata for the whole of the period acting, such allowance being at the rate of the difference of the salary of the employee so acting and the salary attaching to the position being relieved.

(b) Overlapping salary range

Where the salary ranges of the relieving employee and the higher level position overlap, the first step in the salary range of the higher level position which is higher than the relieving employee’s salary shall be the basis of determining the level of HDA to be paid.

(c) Minimum Period

The minimum period for which the employee must be required to perform the duties of the higher level position, in order to be eligible for HDA, is 5 consecutive working days.

Note: Where a public holiday falls within the HDA period it shall be deemed not to have interrupted the period of HDA and the employee shall be paid HDA for the public holiday.

(d) Partial Performance

HDA may be paid at less than 100% of the allowance if the employee is required not to assume the full duties of the role. Those duties or functions of the higher level position which the employee is not to perform during the period of HDA must be identified before the period of HDA commences and shall be the basis on which the percentage of HDA to be paid is calculated.

(e) Leave

An employee who is in receipt of a Higher Duties Allowance for a period in excess of 20 working days shall be paid such allowance for all paid leave taken during that period.

10. FORMS OF EMPLOYMENT

Employment may be full-time, part-time, or casual.

(A) Full-Time

A full time employee is any employee who works the standard number of hours of work in the Division.

(B) Part-Time

(a) A part-time employee is one who is appointed by the Division to work a specified number of hours less than those prescribed for a full-time employee.

(b) Part-time employees shall be paid an hourly rate calculated on the basis of dividing the rate prescribed in PART B- Salary Rates and Related Matters, by the standard hours of the Division, with a minimum payment of two hours for each start.

(c) Employees engaged on a part time basis will receive all terms and conditions on a pro-rata basis unless these are specifically covered elsewhere in this award.

Time worked up to the standard hours of work for the Division shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay or remunerated with time in lieu.

(C) Casual

(a) A casualemployee is engaged on a non-continuing basis and required to work an irregular pattern of hours on an intermittent basis.

(b) A casual employee shall be paid an hourly rate calculated by dividing the appropriate rate prescribed by the number of standard hours of the Division, plus a 20% loading in lieu of all leave entitlements (including the 1/12th of pay allowance for annual leave) and termination payments.

(c) A casual employee will receive a minimum payment of two hours for each engagement.

11. PROBATION

A new employee may be appointed for a probationary period of up to three months. During the probationary period specified (in writing), the employment may be terminated by either party giving one weeks notice.

12. REDUNDANCY

(a) Discussion before Termination

(i) Where a definite decision has been made by the Division that a particular position or role is no longer required and the position(s) will be deleted leading to termination of employment for one or more employees, the Division will hold discussions with the affected employee(s) and will notify the Union. These discussions will be consistent with Clause 38 – Disputes Prevention and Settlement Procedure of this Award.

(ii) These discussions will take place as soon as practicable after the Division has made a definite decision and should cover the following subject matters:

- any reasons for the proposed termination(s);
- measures to avoid or minimise termination(s);

- measures to mitigate any adverse effects on the employee(s) concerned.
- (iii) For the purposes of these discussions the Division will provide, in writing, to the employee(s) concerned and the Union all relevant information about the proposed terminations including:
 - the reasons for the proposed termination(s);
 - the number and classifications of employees likely to be affected;
 - the number of employees normally employed;
 - the period over which the termination(s) will be carried out.

(b) Transfer to Lower Paid Duties

Where an employee is offered a transfer to a lower paid position for the reason/s referred to in paragraphs (a) (i) and (ii) of this clause, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to receive if their employment had been terminated. Alternatively, the Division may at its option, make a payment to the affected employee(s) which is equal to the difference between the former ordinary rate of pay and the new (lower) ordinary time rate for the number of weeks of notice still owing. This payment would be in lieu of notice requirements.

An employee offered a transfer to a lower position will have the option of accepting the offer or retaining entitlement to the terms specified in this clause for employees who are retrenched.

(c) Severance Pay

In addition to the period of notice determined under Clause 13 – Termination of Employment, an employee whose employment is terminated for reasons set out in paragraph (a) (i) of this clause, shall be entitled to the following amount of severance pay in respect of continuous service with the Division:

Period of Continuous Service of age	Under 45 years	Severance Pay
		Over 45 years of age
Less than one year	Nil	Nil
1 year but less than two years	4 weeks pay	5 weeks pay
2 years but less than three years	7 weeks pay	8.75 weeks pay
3 years but less than four years	10 weeks pay	12.5 weeks pay
4 years but less than five years	12 weeks pay	15 weeks pay
5 years but less than six years	14 weeks pay	17.5 weeks pay
6 years and over	16 weeks pay	20 weeks pay

- (i) For the purpose of this clause, the term “Weeks Pay” will be defined as one fifty-second (1/52) of the employee’s annual rate of pay, or one half (1/2) of the employee’s fortnightly rate of pay.
- (ii) For the purpose of this clause, continuous service shall be counted as all service with the Division where there is no more than eight weeks break between consecutive periods. Approved Leave Without Pay shall be counted as valid continuous service for the purposes of this clause;

(d) Employee Leaving During Notice Period

An employee whose employment is terminated for reasons referred to in paragraphs (a)(i) and (ii) of this clause may terminate employment during the notice period and, if so, shall be entitled to the same benefits and payments under the clause as if they had remained with the Division until the expiry date of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Alternative Employment

The Division may make application to the Commission to have the general severance pay prescription

varied in cases where the Division has been able to obtain suitable alternative employment for the employee(s).

(f) Time Off during Notice Period

- (i) During the period of notice of termination given by the Division, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment;
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Division, be required to produce proof of attendance at interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(g) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal.

(h) Transmission of Business

In the event that the Division transmits any part of the business to another employer, an employee who was employed at the time of the transmission

- (i) shall be deemed to have continuous service, i.e. service shall not be deemed to have been broken due to the transmission, and
- (ii) the period of employment which the employee has had with the Division will be deemed to be in the service of the new employer.
- (iii) In this sub-clause, "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(i) Additional Notice or Pay in lieu thereof

- (i) In addition to the period of notice determined under Clause 13 – Termination of Employment, an employee whose employment is terminated for reasons referred to in subclause (a) hereof, will be also entitled to the following additional periods of notice, or pay in lieu thereof, by mutual agreement, as determined by the following scale:

Period of Service	Period of Notice
Less than 1 year	1 week
1 year but less than three years	2 weeks
3 years but less than five years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice above, employees over age 45 years of age at the time of giving of the notice, with not less than two years service, shall be entitled to an additional one weeks notice.
- (iii) Notice periods shall be worked by the employee unless by mutual agreement the requirement to work all or part of such notice period is waived. In such instances payment for the balance of notice time shall be made in lieu thereof.

(j) Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have a severance pay prescription varied on the basis of the employer's incapacity to pay.

13. TERMINATION OF EMPLOYMENT

This clause applies to all employees except those on probation, as specified in clause 10 of this award.

(a) Notice by Employer

- (i) If the employee is 45 years of age or less -

EMPLOYEES' PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
less than 3 years	2 weeks notice
3 years but less than 5 years	3 weeks notice
5 years and beyond	4 weeks notice

- (ii) If the employee is over 45 years of age -

EMPLOYEES' PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
less than 2 years	2 weeks notice
2 years and less than 3 years	3 weeks notice
3 years and less than 5 years	4 weeks notice
5 years and beyond	5 weeks notice

- (iii) The employer may make payment in lieu of notice.

(b) Serious misconduct

- (i) If the employer terminates the employment of an employee for serious misconduct, the employer need not give advance notice nor pay for more than the time actually worked.
- (ii) The employer must notify the Union/s within a week if the employment of a member of the Union has been terminated because of misconduct or unsatisfactory performance.

(c) Notice by employees

- (i) Employees must give the employer at least two weeks notice of termination.
- (ii) If an employee leaves without giving and working out 2 weeks notice, the employee forfeits an amount equal to the salary for the period not worked.

(d) Service statement

A statement of service must be provided by the employer if requested by the employee.

14. ANNUAL LEAVE

(a) Entitlement

Employees, other than casual employees, will be entitled to Annual Leave without loss of pay at the rate of 20 working days per annum for full time employees. Such entitlement will commence from the first day of employment.

(b) Taking of Leave

Annual Leave will be taken at times mutually convenient to the Division and the employee. However, if an employee has given at least one months written notice of intention to take Annual Leave, such leave will not be unreasonably refused.

Where an employee's accrued leave exceeds 40 days, the employee will be directed to take the excess leave within six months from the anniversary date on which it accrued.

The employer cannot otherwise direct an employee to take Annual Leave without at least two months notice and then only for a maximum period of two weeks.

For continuing employees, the designated manager may approve Annual Leave being taken in advance of the entitlement being accrued.

(c) **Payment in Lieu on Termination**

On termination of an employee's service with the Division, payment will be made for any entitlement to leave not taken, subject to the following:

On the death of an employee, payment in lieu of accrued leave shall be paid to the estate of the deceased.

(d) **Sickness during Leave**

An employee who becomes sick during annual leave may have the period of such illness debited to accrued sick leave credits and a corresponding period credited to annual leave entitlements, provided that the employee provides to the employer a certificate of sickness issued by a registered medical practitioner, when the days of sickness exceed three.

(e) **Public Holidays during Leave**

Any Public Holiday falling within the period of Annual Leave shall not be debited from Annual Leave credits.

15. ANNUAL LEAVE LOADING

- (a) An annual leave loading of 17.5 per cent is payable upon and in addition to the employee's ordinary weekly rate prescribed in this award for the period of the annual leave taken, when the employee takes such leave. Allowances, penalty rates, or any other payments prescribed under this award are not to be taken into account in calculating the amount on which the loading is payable.
- (b) Loading is also payable to an employee who takes annual leave wholly or partly in advance during their first year of employment.

16. BEREAVEMENT LEAVE

An employee shall on production of satisfactory evidence be entitled -

- (a) On the death of a partner, father, mother, brother, sister, child, step-child, mother-in-law or father-in-law, grand-parent, grand-child, next of kin, or close friend - to leave on full salary for a period not exceeding five (5) days.
- (b) For the purpose of this clause the word "partner" shall include a person who lives with, and is in a relationship with the employee, i.e. including a de facto relationship.

17. EMERGENCY SERVICES AND DEFENCE TRAINING LEAVE

(a) **Emergency Services**

Employees will be granted paid leave by the employer in order that they may serve in recognised emergency services in times of community, state or national disasters and emergencies (e.g. State

Emergency Services, Rural Fire Brigade, St John's Ambulance).

(b) Defence Training

The designated manager may approve leave on full salary for employees who are members of the Defence Reserve, for the purposes of attending Naval, Military or Air Force training.

(c) Service

Leave specified in subclauses (a) and (b) will not be deducted from Sick, Annual, Long Service or any other accrued leave.

(d) Application

Requests for Emergency Services or Defence Training leave should have attached documentary evidence of the service performed or required (e.g. request from the Commanding Officer of the employee's unit).

18. JURY SERVICE

An employee, except a casual employee, required to attend for Jury Service during ordinary working hours will be reimbursed by the Division an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.

An employee must notify the Division as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee will give the Division proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

19. LEARNING and CAREER DEVELOPMENT LEAVE

(a) Purpose

In an endeavour to provide employees with continual learning opportunities, the employer will, whenever practicable, provide learning time and assistance with costs for relevant courses and conferences which will assist in the employees' present roles and equip them to develop their careers.

(b) Support for Skilling and Learning

The employer will ensure that adequate skilling is provided to ensure employees are equipped to perform their current roles.

The employer will, whenever practicable, pay for attendance at appropriate courses, seminars or professional development programs to ensure that employees remain up-to-date on issues relevant to their roles and the Division's business.

(c) Assistance

(i) external courses; part-time employees on a pro rata basis. The relevant manager's approval must be obtained prior to the commencement of the course.

(ii) This subclause applies to any course which may be relevant to the employee's current position or future career with the Division. This includes:

- University degrees;
- TAFE certificates / diplomas;
- Specific shorter term courses;
- Post graduate courses

(d) Study leave

Up to one (1) day of study leave will be provided for each subject in a course approved, as in paragraph (c)(ii) of this subclause.

(e) Exam leave

Employees will be given time off to attend any exams falling within their ordinary working hours.

Specific additional types of Learning leave are:

(f) Conference leave

All employees except casual employees are eligible for Conference leave.

“Conferences” will, for the purpose of this clause, mean conferences, congresses, seminars and symposia conducted by professional associations or learned societies on a recurrent basis – annual, biennial, or other.

(i) Where employees are required to attend, the costs of their attendance will be met by the employer.

(ii) The designated manager may give approval for employees to be granted paid leave and travelling expenses in order to attend conferences.

(g) Professional Development leave

Employees may apply to the designated manager for up to five (5) days of paid leave per annum plus payment of relevant fees, to facilitate their professional development and maintenance of skills relating to their employment.

(h) External Study Leave

(i) Purpose

It is recognised that employees periodically need to study and work in universities, hospitals and libraries, and other learning/teaching situations. External Study Leave which provides paid leave and a travel grant, may be approved for these purposes. A submission detailing the intended program to be submitted for consideration and approval to the Board.

(ii) Minimum Period

Twelve weeks is the minimum period which generally would be regarded as constituting External Study leave.

(iii) Resignation during or closely following External Study Leave

External Study Leave is granted on the basis that the Division will have the benefit of the employee's services for some time after return from External Study Leave. Except in special circumstances, employees are required to provide continuing service after External Study Leave for a period at least equivalent to the period of the leave taken.

If the employee resigns during their leave or in the period after their return equivalent to the period of the leave taken, then he or she may, at the discretion of the Division, be required to repay the travel grant to the Division.

20. LEAVE WITHOUT PAY

The designated manager may grant applications for leave without pay where such applications are supported by a statement of the circumstances and the recommendation of the employee's team leader or supervisor.

Periods of leave without pay will not count as service and all entitlements will be suspended during such periods of unpaid leave, except that periods of leave without pay of less than 20 working days will not postpone the accrual date for long service leave.

21. LONG SERVICE LEAVE

(a) Entitlement

Each employee shall be entitled to two months long service leave on full pay after completing ten years service.

Then additional long service leave will accrue on the basis of two months long service leave on full pay for each ten years service.

(b) Service

For the purposes of sub-clause (a) of this clause:

- "Service" shall mean continuous service with the employer;
- Broken periods of service with the employer shall count as service subject to any one such break not exceeding a period of two calendar months.
- "Service" shall not include any period of leave without pay in excess of 20 working days, except in the case of employees who have completed at least ten years service.

(c) Termination of Service

- (i) On termination of employment after the completion of 10 years service, -in respect of the number of years service with the employer completed since the employee last took long service leave, the employee will be entitled to an amount of long service leave, proportionate on the basis of 2 months for 10 years of service.
- (ii) Where an employee with at least 5 years service as an adult and less than 10 years service is terminated by the Division 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 will be entitled to be paid a proportionate amount for long service leave on the basis of 2 months long service leave for 10 years service.
- (iii) On the termination of employment of an employee, otherwise than by his/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 and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.

(d) Death

Where an employee who has acquired a right to long service leave, or after having had five years service as an adult 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 that employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent 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/her services terminated as referred to in paragraph (ii) of sub-clause (c) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/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 their 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 representative of the employee.

(e) When Long Service leave can be taken

- (i) Long Service Leave will be taken at a time mutually agreed between the employer and the employee.
- (ii) Employees intending to take Long Service Leave shall give a minimum of four weeks written notice to the Division advising their intention to take such leave and the date such leave is to commence.
- (iii) The employer may allow an employee to take long service leave before it is due.
- (iv) If an employee or the employer terminates his or her services for any reason, any amount paid for long service leave which the employee has taken before its due date and to which the employee is not entitled is an overpayment. The employer may subtract the amount of overpayment from any money payable to the employee on his or her termination.

(f) How Leave is paid

Long service leave is paid at the employee's ordinary rate of salary at the time the leave is taken.

At the employer's discretion, an employee may have their salary for long service paid:

- (i) in full when the leave starts; or
- (ii) at the time when it is normally paid.

By mutual agreement between the employer and the employee, the employee may have their salary for long service leave paid in any other way agreed.

(g) Public holidays

Long service leave is exclusive of public holidays falling within the period of leave in the state in which the employee works.

(h) Previous Part-Time Service

Previous part-time service with the employer will count as service for long service leave purposes, provided that the part-time service merges without break with the subsequent service.

(i) Transmission of Business

In the event that the Division transmits any part of the business to another employer, an employee who was employed at the time of the transmission shall be deemed to have continuous service, i.e. service shall not be deemed to have been broken due to the transmission, and

- (i) The period of employment which the employee has had with the Division will be deemed to be in the service of the new employer.
- (ii) In this sub-clause, "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

22. PARENTAL LEAVE

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

(a) Definitions

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

(b) Basic entitlement

- (i) After at least fifty-two weeks continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave (up to two weeks of which are paid) may be taken and for males, Paternity leave may be taken. Adoption leave may be taken in the case of adoption.

Except for the two weeks paid maternity leave entitlement, all parental leave is unpaid.

- (ii) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
 - for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

(c) Maternity leave

(i) Notice

An employee will provide to the employer at least ten (10) weeks in advance of the expected date of commencement of parental leave:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
- (c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse.

(ii) Date of Commencement

Subject to subclause (b), paragraph (i), and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

(iii) Evidence of fitness

Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

(iv) Special maternity leave

Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

- (v) Where leave is granted under subclause 18 (c) (iv), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

- (vi) 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, or long service leave prior to the birth, such leave ceases two weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

- (vii) Effect of Premature Birth on 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.

- (viii) Paid maternity leave

Eligible employees are entitled to paid maternity leave as follows:

- (a) An employee is entitled to two weeks at the ordinary rate of pay from the date maternity leave commences.
- (b) paid maternity leave may be paid on a normal fortnightly basis or in advance.

- (ix) Further Pregnancy while on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

- (d) Paternity leave

- (i) Notice

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave

- (i) a certificate from a registered medical practitioner which names his partner, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (iii) a statutory declaration stating:

- (a) he will take that period of paternity leave to become the primary care – giver of a

child; and

- (b) particulars of any period of maternity leave sought or taken by his spouse.

(e) Adoption leave

(i) Notice

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

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

- (a) the employee is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the employee's spouse.

(ii) Confirmation

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

(iii) Non-continuance

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

(f) Variation of period of parental leave

Unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

(g) Parental leave and other entitlements

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

(h) Transfer to a safe job

- (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the salary rate and on the conditions attaching to that job until the commencement of maternity leave.

The position to which the employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

- (ii) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence maternity leave.
- (i) Return to work after a period of parental leave
 - (i) An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave
 - (ii) An employee will be entitled to the position they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (h), the employee will be entitled to return to the position they held immediately before such transfer.
 - (iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position comparable in status and salary to that of their former position.
- (j) Replacement employees
 - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
 - (ii) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (k) Effect of Parental 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 or long service leave except in the case of employees who have completed ten years service, the period of unpaid parental leave does not count as service for long service leave purposes. Where the employee has completed ten years service the period of unpaid parental leave shall count as service provided such leave does not exceed six months.

- (l) Return for Less than Full-Hours

An employee, on application to the employer, will be entitled to return to duty for less than the full time hours they previously worked.

Such return to work is to be according to the following principles:

- the period is to be limited to 12 months, after which full-time duties must be resumed;
 - the employee is to make an application for return to part time work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - the quantum of part time work to be allowed to individual employees is to be at the discretion and convenience of the employer.
 - salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work.
- (m) Liability for Superannuation Contributions

During a period of unpaid parental leave neither the employer nor the employee will be required to meet any superannuation liability.
 - (n) Part Time Employees

Part-time employees as defined in subclause 10B of this award are covered by this clause.

23. PERSONAL/CARER'S LEAVE

- (a) From the date of this Award, employees can utilise Personal / Carer's leave to meet family activities and community service responsibilities. This could include a need to respond to an emergency situation, for example:
- the illness of a relative;
 - where a child carer is unable to look after their charge;
 - a household emergency which requires the employee's presence at home; or
 - where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property.

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

- to accompany a relative to a medical appointment where there is no element of emergency;
- parent/teacher meetings;
- education week activities;
- to meet elder-care requirements of a relative.

The definition of "family" or "relative" for the purposes of this Award shall be:

- (i) any person to whom the person is related by blood, marriage, affinity (eg: de-facto), or adoption; or
- (ii) any person who is wholly dependent on, or a member of the household of, the person.

Leave for other family and community service requirements may be granted to employees at the discretion of the designated manager.

- (b) The maximum amount of Personal/Carer's leave on full pay, which may be granted, is five (5) days in each year of service. Such leave shall not accumulate from year to year.
- (c) Where employees have exhausted paid Personal / Carer's Leave they have the option of using the undermentioned types of leave:
- (i) Sick Leave
 - (ii) Annual leave;
 - (iii) Long service leave.

24. PUBLIC HOLIDAYS

- (a) Where any holiday prescribed by this award falls on a day ordinarily worked by the employee, the employee shall not have a reduction in their ordinary pay. Except as otherwise provided in this sub-clause, where an employee is required to, and does, work on any of the holidays set out in this sub-clause, whether for a full shift or not, the employee shall be paid at time and a half extra for the ordinary rostered hours of duty on that day.
- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, local Labour Day and any other day duly proclaimed and observed as a public holiday within the area in which the accustomed place of work is situated.
- (c) In addition to those public holidays specified in sub clause (b), employees are entitled to an extra public holiday each year in lieu of the NSW bank holiday. Such public holiday will occur on a date which is agreed upon between the employees and the employer and that date will then be treated as a public holiday in accordance with subclause (a).

25. SICK LEAVE

(a) Entitlement

A permanent employee shall be entitled to 10 days sick leave on full pay for each year of continuous service provided that:

- (i) the employer may request a substantiating medical certificate when an employee has been absent from work for a period of three days or more;
- (ii) Employees who are employed by the employer at the date of the commencement of this award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
- (iii) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (iv) Sick leave shall continue to accumulate from year to year.

(b) Workers' compensation

An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to workers' compensation payments.

(c) Sickness on Annual or Long Service leave

Subject to the provision of a satisfactory medical certificate (which may be required if the illness exceeds three (3) days), and sick leave being due, annual leave or long service leave shall be re-credited where an illness occurs during the period of annual or long service leave.

26. HOURS OF WORK

(a) Maximum Number of Hours

- (i) The maximum number of ordinary hours of work is 76 hours over a 2 week cycle or its equivalent.
- (ii) The actual number of ordinary hours will be as agreed between individual employees and the employer.

(b) Span of Working Hours

Agreed ordinary hours must be worked between 8.00am and 6.00pm, except by mutual agreement between the employer and employee.

The actual starting and finishing time within the span of working hours will be agreed by the employee and management.

(c) Limits on Agreed Hours

Employees must:

- (i) work their number of agreed hours
- (ii) not work more than 5 hours without a break of at least 30 minutes
- (iii) not be required to work more than 5 consecutive days in any work cycle of 7 days, and are entitled to take any 2 consecutive days as a notional weekend.

Employees may agree to work:

- (iv) up to 10 agreed hours on any one day
- (v) up to 50 hours in any cycle of 7 days
- (vi) more than 5 consecutive days in any work cycle of 7 days
- (vii) on weekends and public holidays.

There must be:

- (viii) a continuous period of at least ten (10) hours of time off between each successive span of working hours.

(d) Flexible Arrangements

Within the limits specified in subclauses (a), (b) and (c), the employer and employees in a workplace may by agreement introduce a system of Flexible Working Hours or a Rostered Day Off system or an Accumulated Day Off system.

27. OVERTIME AND TIME IN LIEU

(a) Overtime

Overtime is all approved time that is worked by employees earning a base salary rate less than the entry level salary rate for classification level 6, as set out in subclause 40(b):

- (i) in excess of the total agreed hours for the work cycle of the employee;
- (ii) outside the employer's normal daily hours; or
- (iii) outside the agreed pattern of hours of the individual.

(b) Compensation for Overtime

(i) Time in Lieu

An employee who works approved overtime may be compensated by way of time-in-lieu of overtime, subject to the following:

- (i) the accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the employee and the employer;
- (ii) time off in lieu shall, whenever possible, be taken within two months of it being accrued;
- (iii) records of all time-in-lieu owing to employees and taken by employees must be maintained by the employer;
- (iv) time in lieu will be taken as time off duty during the agreed span of ordinary working hours at the rate of one hour for each overtime hour worked;
- (v) upon termination of employment an employee shall receive payment for any untaken time-in-lieu hours remaining to his/her credit.

(ii) Overtime Pay

Only hours of overtime in excess of ten (10) hours more than the Division's standard fortnightly hours will be paid at the overtime rate of time and a half, unless the employee opts to take time in lieu at time and a half, and the employer agrees.

(c) Overtime for Part-Time Employees

When part time employees are asked to work overtime, they have three options:

- (i) to work the additional hours and be paid at ordinary time rates up to the standard hours, and at time and a half from there on; or
- (ii) to agree to take payment as time in lieu (the period of time off will be the actual number of hours worked overtime); or
- (iii) to refuse the additional hours of work.

Should the part-time employee choose option (iii), he or she will not be discriminated against or

disadvantaged because of this choice by either the employer or fellow employees.

(d) Meal Money

An employee required to work overtime following on the completion of their normal day or 'shift' for more than two hours will be provided with a paid meal break of at least twenty minutes. The meal will be provided by the employer free of charge or the employee will be paid a meal allowance in line with the appropriate Australian Taxation Office rates, as published from time to time.

28. 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 and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - (4) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

29. APPOINTMENTS, PROMOTIONS & PROMOTIONAL APPEAL PROCEDURES

- (a) Notification of Appointment and Role Classification
 - (i) All employees should be given a letter of employment which should specify:
 - the commencement date of employment;
 - the position description for the role;
 - the classification of the role or position;
 - the minimum salary applicable to the position;
 - the salary of the employee on appointment;
 - and the letter will incorporate, whether directly and/or by reference to other documents, the conditions of employment for that position.
 - (ii) Where the conditions of employment are incorporated by reference to other documents, the contract shall advise the employee where those documents can be accessed.
- (b) Selection and Promotion

Where selection or promotion occurs, such selection or promotion will be on the basis of merit.

(c) Appeals against non-selection / non-promotion

Each Division will establish and implement a procedure for dealing fairly and equitably with appeals against non-selection and non-promotion.

30. UNION REPRESENTATIVE

On receiving written notification by the Union, the employer will recognise an employee-appointed Union representative as the accredited representative of the Union. The employer will allow the Representative reasonable time during work hours to interview employees and to meet with the employer to discuss matters affecting employees.

31. PERFORMANCE COUNSELLING and DISCIPLINARY PROCEDURES

- (a) Where counselling or disciplinary action is necessary, the management representatives shall notify the employee of the reason and issue a verbal warning(s).
- (b) If the problem continues the matter will be discussed with the employee and a first formal warning will be given in writing to the employee and recorded on the employee's personal file. An employee may elect to have a representative of his/her choosing present during such discussions and may include representatives of the union
- (c) If the problem continues to occur, the employee will again be counselled by management and a second and final warning in writing may be given. Again, the employee may elect to have a representative of his/her choosing present during such discussions and may include representatives of the union.
- (d) If performance or behaviour continues to be unsatisfactory the Executive Officer or Board's nominee may be requested to become involved with a view to facilitating the establishment of a "Performance Improvement Plan" between the employee and his/her supervisor. Such "Plan" will be monitored by a mutually agreed third party.
- (e) In the event of the matter recurring the employee may be terminated. No dismissals are to take place without the authority of the Board's nominee.
- (f) Summary dismissal of an employee may still occur for acts of "serious and wilful misconduct".
- (g) If a dispute should arise over counselling or disciplinary action, the course of action to be followed is as set down in Clause 38. Disputes Prevention and Settlement Procedure.
- (h) If, after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning will be removed from the employee's personal file.

32. INTRODUCTION OF MAJOR CHANGE

(a) Preamble

The parties agree to co-operate in the management of workplace change to maximize mutual benefits. They will consult as early as possible about any proposed change which is likely to have a significant effect on Division employees.

(b) Duty to Consult

- (i) Prior to making a definite decision to introduce major changes in program organisation, structure or technology, production or such other changes that are likely to have significant effects on employees, the Division will consult with the employees who may be affected by the envisaged changes and the employees' chosen organisations or representative/s.

- (ii) “Significant effects” referred to in paragraph (i) include termination of employment, major changes in the composition, operation, or size of the Division’s workforce, or in skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.
- (iii) If the Division decides to proceed with the change proposal, it will consult with the employee/s affected and their nominated representative, which may be their Union, and endeavour to reach an agreement about how the change will be implemented and how detrimental outcomes for affected employees can be avoided or mitigated.
- (iv) For the purposes of such consultation and discussions, the Division shall provide in writing to the employees concerned and their Union/s, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that the Division will not be required to disclose confidential information, the disclosure of which would be detrimental to the Division’s interests.

33. LABOUR FLEXIBILITY

- (a) The 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 consistent with the classification of the employee’s role, and/or the employee’s career stream provided that such duties are not designed to promote de-skilling.
- (b) The employer may direct an employee to carry out such duties and use such resources as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such resources.
- (c) Any direction issued by the employer pursuant to sub-clause (a) and (b) shall be consistent with the employer’s responsibilities to provide a safe and healthy work environment.

34. NOTICE BOARD

The Division shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representative shall be permitted to post Union notices.

35. OUTSIDE WORK

Where full-time or part-time employees wish to engage in outside activities within working hours for which payment is provided, the prior approval of management must be obtained.

36. TRAVEL EXPENSES

- (a) Travel for Work

When an employee is required or authorised by their employer to travel for work (other than to and from regular place of work) or education purposes, the employer will reimburse and, where practicable, pay in advance, the employee for necessary costs incurred for travel, accommodation, meals and incidentals. The rates periodically established and published by the Australian Taxation Office will be the minimum applied.

- (b) Travel Time

The additional time required for employees to travel to other sites or cities for work will be counted as extra time worked, separate from overtime, and will be paid at the rate of time for time, - either as time in lieu or as pay, by mutual agreement.

37. SUPERANNUATION

The Division will contribute towards employees’ superannuation at the rate and to a complying fund as prescribed by the legislation of the day.

38. DISPUTES PREVENTION & SETTLEMENT PROCEDURE**(a) Preamble:**

A prime concern of the parties is the avoidance and resolution of workplace issues, grievances or disputes by means of the provision of information and explanation, consultation, cooperation and negotiation.

The parties agree that, as far as practicable, grievances and/or matters in a potential dispute should be resolved locally.

It is the objective of these procedures to ensure that such issues are resolved by negotiation and discussion between the parties.

An employee will have the right for a grievance to be heard through all levels of line management.

(b) Procedure

This procedure will ensure that issues or grievances are resolved quickly, fairly and without disruption to the Division's operations:

Step	Action
1	The employee should first discuss the matter with their immediate leader or manager who must make every effort to resolve the matter
2	If the matter is not resolved, or if it is not appropriate to discuss the matter with the immediate team leader or manager, the employee should discuss the matter with their next level manager, if there is one, who will attempt to resolve the matter. Alternatively, an employee can contact directly an appropriate other manager (preferably responsible for Human Resources in the Division) who will work with the employee and their team leader and attempt to resolve the issue.
3	If the matter is not resolved at this point, the employee will, if appropriate, notify their union representative, who will discuss the matter further with the relevant manager or Human Resources person.
4	If the matter is not resolved, it will be discussed between the appropriate Union Official or the employee's nominated agent and the designated manager or their nominee.
5	If no resolution is achieved, the parties may individually or jointly refer the matter to the New South Wales Industrial Relations Commission, or to an agreed third party, for resolution

(c) Union Involvement

The union may provide guidance and assistance to a member at any stage of this process.

PART B**SALARY RATES & RELATED MATTERS**

39. JOB CLASSIFICATION SYSTEM

(a) All positions

All jobs of employees of the Divisions will be classified by the following skills-based classification system, as outlined in summary in Clause 8 of Part A of this award.

(b) Classification Levels

There are six (6) broad DGP classification levels into which all positions in the Divisions will be classified.

The level into which a role or position is to be allocated or classified is determined by the number of key skills sets, and the level of those skills, required for the competent performance of that role.

Level I

Roles classified at Level I require at least 6 skills sets to be at least at Skill Level 1

Level II

Roles classified at Level II require at least 6 skills sets to be at least at Skill Level 2

Level III

Roles classified at Level III require at least 6 skills sets to be at least at Skill Level 3

Level IV

Roles classified at Level IV require at least 6 skills sets to be at least at Skill Level 4

Level V

Roles classified at Level V require at least 6 skills sets to be at least at Skill Level 5

Level VI

Roles classified at Level VI require at least 6 skills sets to be at least at Skill Level 6

(c) DGP Skills

There are eight (8) skills sets:

- Communication and Interpersonal Skills;
- Teamwork;
- Planning and Organising;
- Organisational Awareness;
- Judgment & Problem-solving;
- Client and Stakeholder Service;
- Professional and Technical Expertise;
- Flexibility and Change Management

(i) Communication and Interpersonal Skills

The ability to listen, interpret and convey information in a clear and accurate manner, timely delivery of information and selecting the most appropriate method of communication. Also includes the ability to deal effectively with others on a personal level and to demonstrate fairness in interactions with others.

Level Descriptions

1. (a) Understands and accurately interprets given instructions and possesses the communication skills required to complete job-related documentation. Also is cooperative in dealing with others on a personal level.
- (b) Accurately shares work-related information with team members to contribute to

achieving work goals and seeks clarification where necessary. Develops effective relations with others in the workplace.

2. Conveys timely work-related instructions and guidance to team members. The position holder reports on job progress and outcomes, collects and assesses information to develop and communicate short-term changes in work direction or priorities. Builds effective relations within the team and may participate in conflict resolution.

Communicates within the work area to convey ideas, to provide specialised advice to assist others in performing their work activities. May also communicate with external stakeholders.

3. Interprets Division plans, procedures and policies to operational requirements and gathers information from other areas to provide feedback on the progress of plans and employee reactions/responses. This may include internal and external negotiations.
4. Develops, maintains and manages the line of communication for a work unit or team, including conveying information on Divisional and program direction and goals. This requires making presentations and negotiating with internal and/or external stakeholders to optimise outcomes.
5. Manages a significant work unit or team to resolve operational or technical problems and participates in the managerial team to contribute to the resolution of Divisional and/or organisational problems; or discusses technical, professional, commercial or administrative matters to resolve problems or determine requirements through negotiation. Persuasive skills are required to negotiate with clients, members or other parties. Offers advice and recommendations which have an influence on the Board or Management Committee, the Division and the Health community.
6. Directs a major work unit, including managing a senior management team to achieve the Division's objectives. The position holder may negotiate significant agreements or contracts with clients, client groups, suppliers, other Divisions, or government bodies which are of key importance to the Division. Provide specialist advice which is influential in the decision-making of the Division and the, sometimes, other Divisions.

(ii) Teamwork

The ability to co-operate and work within a team environment, to value the contribution of others, co-ordinate work with team members and to focus on improving team productivity and achieving team work outcomes.

Level Descriptions

1. Demonstrates an understanding of the need for team work in the Division and how their work impacts on that of others. Participates as a team member to combine their efforts with other team members to attain expected work outcomes.
2. Works co-operatively within a team where dissimilar activities need to be integrated to achieve goals. Shows an understanding of the needs of other team members and exchanges the required information to contribute to the co-ordination of work between functions.
3. Contribute to achieving work objectives by guiding and coaching team members and communicating with other areas/teams to co-ordinate broader work outcomes. Communicates work requirements, delegates responsibility, seeks ideas and feedback to contribute to team goals. Assesses team work processes and team development needs.

4. Monitors and directs a team or teams and may perform different functions, co-ordinating the work within or between these teams.
5. Manages or influences a number of teams which perform a range of functions within the Division; develops and implements strategies for the integration of the teams and ensures effective interaction with other teams within the Division.
6. Leads or influences a group of diversified teams/disciplines/work units and ensures effective team or group co-ordination to achieve Divisional goals. Promotes team work across the Division, integrates all functions and ensures the attainment of Division goals. Develops and co-ordinates Division strategies for the development of team work throughout the Division.

(iii) Planning and Organising

The ability to look ahead, develop strategies, consult with others, set priorities, schedule work, manage time, allocate and co-ordinate the use of resources.

Level descriptions

1. Performs work under established guidelines, plans the order of tasks for own job and organises the resources required to undertake the work. Suggests changes to schedules in response to other influences.
2. Organises work activities, including planning own and others' work / tasks to ensure completion according to requirements. Seeks clarification of priorities as required.
3. Plans and organises the work for self and or team and provides the required resources (internal / external) for performing tasks. Priorities are determined with reference to relevant plans to achieve work objectives.
4. Determines priorities and schedules for others to achieve work objectives, by considering the impact on other areas. Plans the allocation of resources (including financial and human) to contribute to the longer term planning process. Gathers and assesses information as part of the long-term planning. Implements approved plans, communicates objectives and monitors and reports on progress.
5. Coordinates the development, and oversees the implementation, of plans within the Division that contribute to achieving the Division's goals.
6. Consults, looks ahead, develops strategies, sets priorities, schedules work, manages time, allocates and coordinates the use of resources across the Division.

(iv) Organisational Awareness

The ability to demonstrate an understanding of corporate goals, directions and activities; an understanding of own organisational role and how the role interacts and influences the work of others and the Division.

Level Descriptions

1. Demonstrates knowledge and understanding of own tasks and a general awareness of the Division's activities. Understands own role within the immediate team and the effect that the work performed has on others within team. Has a general understanding and acceptance of the Division's policies and standards and applies this knowledge.
2. Understands the role of own team and how it relates to other teams in achieving outcomes. Has an awareness of the direction and aims of the team(s). Has a broad understanding of the Division's role and directions and own team's fit within the Division. Demonstrates

active support for, and promotes understanding of, the team's goals.

3. Demonstrates a knowledge of the Division's systems and processes and promotes an understanding of the Division's role in achieving regional goals. Inputs into the development of Division goals. Promotes procedures and standards.
4. Manages and promotes an understanding of the Division's goals and strategies, and monitors internal / external influences which affect the Division's performance. Ensures awareness of procedures, standards and policies.
5. Translates corporate goals to business plans and directions and promotes/ensures an understanding of the Division's fit with its external environment. Demonstrates an understanding of corporate goals, directions and activities; an understanding of their organisational role and how the role interacts with, and influences, the work of others and the Division.
6. Works with the Board and/or Committee of Management to develop the Division's vision and mission. The mission is set and consistency of application is ensured. Represents the Division at a high level, promoting its goals and interests.

(v) Judgement and Problem-Solving

The ability to anticipate, identify and analyse problems, consider options, develop solutions and decide on the most appropriate solution to achieve the desired outcome. Implementing and monitoring the solution to ensure its effectiveness.

Level Descriptions

1. Works with clear guidance, schedules and procedures. Resolves problems where the solutions are clear-cut and are selected from a defined set of clear options. Seeks guidance if a solution is not found.
2. Identifies work problems, uses problem solving techniques to resolve problems, seeks guidance, advice and further information as required. Refers problems that remain unresolved and makes recommendations.
3. Monitors programs, procedures and outcomes; identifies, analyses and resolves problems by considering a range of options within the person's area of technical/professional/specialist expertise. May instruct and guide others in the process of resolving problems or, after considering a broader range of options, delegate responsibilities.
4. Monitors programs, identifies potential problems at a Division level and collates information to develop appropriate response(s). Implements solutions through delegation.
5. Review, identifies and resolves problems which have a Division – wide impact, develops policies, plans and strategies, implements these through the organisational structure, and makes recommendations to the CEO and Board.
6. Anticipates, identifies and analyses major problems, considers options, develops solutions and decides on the most appropriate solution to achieve the desired outcome. Implements and monitors the solution to ensure its effectiveness.

(vi) Client & Stakeholder Service (Internal and External)

The ability to demonstrate a knowledge of internal and external client needs and expectations; and an ability and commitment to satisfy those needs.

Level Descriptions

1. Awareness of who their clients are, both internal and external, and of the type and level of service required in their area of work. Follows established procedures and guidelines in providing quality client service in their area of work.
2. Interprets client needs in providing quality client service and ensures quality procedures are followed. Recommends type and level of service and/or guides others in the provision of quality client service and interprets the implications of changing internal and external client requirements.
3. Researches and assesses client needs to anticipate their requirements within their work area. Monitors and documents service quality and recommends ways of satisfying client/member expectations.
4. Monitors the delivery of client service within the Division/ work unit, evaluates the effectiveness of service and product delivery and develops procedures and guidelines and makes recommendations as input into the development of client service policy and strategies. Ensures quality client focus throughout the work unit/Division.
5. Identifies short and long term client needs, and researches, assesses and develops strategic options in anticipating future client requirements. Monitors quality standards across a number of teams and recommends and/or implements ways of meeting client requirements in a highly demanding environment.
6. Directs and influences the allocation of resources across the Division. Ensures the development, attainment and maintenance of client service strategies, client focus and service standards throughout the Division.

(vii) Professional/Technical Expertise

The ability to apply appropriate experience, skills and knowledge to achieve requires work outcomes and to further own professional/ technical development.

Level Descriptions

1. Gathers information and receives instructions to learn, gain experience and achieve work outcomes within a specific area of work / expertise. Acquires knowledge of operating procedures and practices which are applied under supervision. Undertakes work through the application of acquired skills, knowledge and experience.
2. Applies skills, knowledge and experience under limited supervision to pre-determined standards and organises the resources required to complete the task(s) in the typical work environment/conditions. Demonstrates an awareness of professional standards relevant to the work.
3. Applies the skills, knowledge and expertise relevant to a professional/ technical work area and adapts behaviours and outcomes to a range of different situations in accordance with professional/ technical standards.
4. Demonstrates expertise in the practical application of experience, skills and knowledge to achieve complex outcomes often on an independent basis. May effect a transfer of professional/ technical skills and knowledge to others as required.
5. Possesses significant knowledge, skills and experience to be a key specialist / team leader in one or more areas/ functions within the Division and makes a significant contribution to the area of expertise in the Division. Demonstrates professional / technical expertise through developing standards and the provision of authoritative advice / services. Is acknowledged as a professional / technical expert on major issues / functions within the Division either as a specialist or team leader

6. Demonstrates extensive professional / technical expertise in the direction and control of critical functions and/ or in managing a diverse range of complex situations which significantly impact on the Division as a whole.

(viii) Flexibility & Change Management

The ability to take advantage of, and instigate, opportunities to change in search of improvement. Includes the ability to communicate the need for change, to gain commitment to change and to consider both the physical and personal impacts of change.

Level Descriptions

1. Responds to changes in work practices/methods, adapts skills and knowledge to new situations, actively seeks to broaden skills, recognises opportunities for improvement and suggests ideas for improvement.
2. Actively seeks to understand the need for change, explains this to others, engenders their support and motivates others to consider and suggest new ideas. Provides the opportunity for others to learn and broaden their skills and knowledge.
3. Analyses systems and procedures to identify opportunities for improvement, maintains an awareness of external trends and possesses a detailed knowledge of current organisational change. Recommends and implements change and develops strategies to overcome resistance to change.
4. Reviews major processes and develops recommendations for change. Assesses the impact of change and promotes strategies for long term change.
5. Considers the long term perspective for change, evaluating the internal and external environment, seeking to anticipate the need for organisational change. Develops, initiates, approves, and implements change strategies to accommodate internal and external pressures, considers a range of options and consults with others to develop change strategies.
6. Promotes the development of a proactive and adaptive work culture across the Division. Develops strategies for change directly from the Division's mission and values. Instrumental in developing change initiatives from the mission and gaining employees' acceptance, support and ownership of these initiatives.

40. SALARY RATES

(a) Minimum rates

The minimum salaries to be paid to employees according to the classification level into which their job fits are set out in subclause (b) below.

(b) Entry Level Rates

The minimum entry level rates for the six classification levels in the skills – based classification system are

Classification Level	Entry Level Annual Salary Rates [F/T equivalent]
1	\$
16 years of age	16,754
17 years of age	21,909
18 years +	25,775
2	30,930
3	36,085
4	41,240
5	51,550
6	61,860

(c) Salary rates – employees under 18 years

The Level 1 salary rates prescribed for employees at ages under 18 years of age are fixed as percentages of the 18 year old rate prescribed for level 1. The percentages are: 16 years 65 per cent, 17 years 85 percent.

(d) Packaging

Part of the salary rates prescribed in sub clause 40(b) may be taken in the form of non cash benefits by agreement between an individual employee and the employer. The terms of any agreement must be committed to writing and signed by the employee and the employer.

The employer will ensure that the total value of the cash and non-cash benefits does not fall below the minimum prescribed salary for the job.

(e) State Wage Case Adjustments

The Rates of pay in this award include the adjustments payable under the State Wage Case Decision 2000. These adjustments may be off-set 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.

41. SALARY SYSTEM

- (a) Each Division will develop an agreed salary system within the term of this award.
- (b) Any salary system developed will complement entry level rates of pay by enabling employees to progress within a particular level on the basis of further skills acquired and applied.
- (c) Differing rates of pay within a classification level may be based on such factors as performance of either the individual or the team, relevant skills acquisition and use, and market demand for particular skills sets.
- (d) A salary system should provide for internal equity, external competitiveness, individual motivation and ease of administration.
- (e) The objectives of a salary system are to
 - (i) enhance the performance of the Division;
 - (ii) ensure employees understand their role, accountabilities and the performance standards expected

of them;

- (iii) provide a means of recognising and rewarding acquisition and application of skills and to provide on early assessment a response to substandard performance;
- (iv) provide a basis for identifying and meeting development needs of employees;
- (v) provide ongoing feedback for employees about their performance; and
- (vi) enable and encourage progress of employees.

42. AREA, INCIDENCE AND DURATION

- (a) This award was varied following a review under s.19 of the *Industrial Relations Act* 1996 and replaces the Divisions of General Practice (State) Award - 1999 published 18 August 2000 (317 I.G. 1206) as varied. The variation takes effect from 18 May 2001.
- (b) This award shall apply to persons employed by the Division/s, with the exception of employees required to be registered nurses and of General Practitioners who work four hours or less per week.
- (c) The terms of the Clerical and Administrative Employees (State) Award shall not apply to those employees covered by this award.
- (d) This award shall be deemed to take effect from the first full pay period to commence on or after 3 December 1999 and remain in force for a period of twenty-four months from 18 May 2001, the date of the variation identified in subclause (a) of this clause.
- (e) The Variation reflected in Clause 39 and the addition of a further respondent employer shall take effect from 20 April 2000.
- (f) The variations reflected in Clause 2 and subclauses (a) and (e) of Clause 40, Salary Rates, shall take effect from the first full pay period to commence on or after 14 December 2000.

J. P. GRAYSON, *D.P.*

Printed by the authority of the Industrial Registrar.

(1343)

SERIAL C0334

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Department of Education and Training and another.

(Nos. IRC 1302 and 3223 of 2001)

Before the Honourable Mr Deputy President Harrison

29 May and 7 June 2001

AWARD

PART A

1. Arrangement

PART A

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

PART B

MONETARY RATES

Schedule 1 — Salaries

Schedule 2 — Performance Management for Institute Managers

Schedule 3 — Allowances

2. DICTIONARY

- 2.1 "Act" means the *Technical and Further Education Commission Act 1990*.
- 2.2 "Department" means the Department of Education and Training.
- 2.3 "Institute Manager" means all persons permanently or temporarily employed as educational leaders and administrative managers in TAFE within the classification of institute manager as provided for in this Award. Institute managers have supervisory responsibility for administrative and/or educational programs and/or staff.
- 2.4 "Managing Director" means the Managing Director of TAFE.
- 2.5 "Unions" means the New South Wales Teachers Federation and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales having regard to their respective coverage.
- 2.6 "Semester" means the period commencing the first day where teachers return generally from the Christmas or the mid year vacation period, and ending on the last day of the next following mid year or Christmas vacation periods.
- 2.7 "TAFE" means the New South Wales Technical and Further Education Commission (TAFE) established under the Act.
- 2.8 "Time off in lieu" means that period of approved time (hours or days) taken by an institute manager to make up for a period or periods of work beyond the standard working hours to undertake the performance of their duties.

3. SALARY

- 3.1 Salaries for institute managers under this award incorporate a four per cent increase as determined by the Managing Director from 3 April 2000 and as adjusted by overall salary increases of three per cent on and from 1 July 2001; four per cent on and from 1 July 2002; and five per cent on and from 1 January 2003 as provided for in Schedule 1, Salaries, of Part B.
- 3.2 An institute manager may, subject to agreement by TAFE, elect to receive:
- 3.2.1 either a motor vehicle benefit or, where approval has been granted by the Premier and the Treasurer, elements of the Department's Salary Packaging Scheme excluding the novated leasing of motor vehicles; and
- 3.2.2 a salary equal to the difference between the salary prescribed under this award in respect of the institute manager and the amount specified from time to time for the motor vehicle benefit or the elements of the Department's Salary Packaging Scheme, provided that the total salary sacrifice is limited to fifty per cent of the institute manager's gross salary.
- 3.3 The motor vehicle benefit provided for in subclause 3.2.1 provides the institute manager with access to the use of a motor vehicle on a business/private basis in accordance with TAFE's policy.

4. HOURS OF WORK

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

additional hours worked. Time off in lieu arrangements are to be negotiated and approved by the line manager in advance and to be taken to meet the operational requirements of the institute and the personal needs of the institute manager;

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

5. TRAINING AND PROFESSIONAL DEVELOPMENT

5.1 The parties confirm a commitment to training and development for institute managers. Institute managers recognise their obligation to maintain and update their professional skills for the benefit of TAFE students and staff.

5.2 TAFE will continue to participate in initiatives to identify competencies for institute managers in consultation with relevant industry parties.

5.3 TAFE is committed to providing access to and support for professional and management development training.

5.4 Where TAFE requires professional development, TAFE will meet the compulsory fees involved. Where the professional development opportunity is voluntary TAFE may, at its discretion, refund all or part of the compulsory fees incurred by the institute managers approved to undertake approved training and professional development programs.

5.5 Ten working days shall be provided per annum, which may be accumulated over two years to a period of 20 days, for institute managers to undertake training and professional development related to their current and medium term development needs as identified by the performance agreement, the objectives of which are set out in Schedule 2 of Part B, Performance Management for Institute Managers. The professional development activity must be approved by the institute director in advance, with the time to be taken in minimum periods of half a day subject to the operating needs of the institute. This does not preclude access to other professional development opportunities provided by TAFE.

5.6 Institute managers undertaking courses of study who require arrangements different to those in subclause 5.5 may apply to TAFE for special consideration. TAFE shall consider these requests on a case-by-case basis.

5.7 Institute managers employed as at the time of the making of this award with an existing balance of professional development time of up to 30 days may utilise this time as provided for in subclause 5.5 of this award. Following the utilisation of this balance, professional development time will accrue on the basis provided for in subclause 5.5 of this award.

6. RIGHT OF PRIVATE PRACTICE

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

6.2 Institute managers may negotiate with their line manager to undertake some teaching as a part-time casual and/or OTEN contract teacher. TAFE shall consider such requests on a case by case basis having regard to the following factors:

- 6.2.1 the institute manager has expressed a wish to return to teaching on a full-time basis in the near future;
- 6.2.2 the institute manager requests such an arrangement in order to maintain and/or develop their educational and/or managerial effectiveness;
- 6.2.3 the institute manager possesses specialist knowledge/experience relevant to TAFE's educational needs.

7. APPOINTMENT AND TRANSFER

7.1 The filling of vacant positions of institute manager will be by way of a competitive selection process based on merit, subject to the provisions of TAFE's Staff Selection policy.

7.2 A person who is not an officer and is appointed to an institute manager's position shall be appointed for a minimum probationary period of one year. Confirmation of their position shall depend on completion of a satisfactory annual review, pursuant to Clause 8, Performance Management.

7.3 Nothing in this award shall operate to remove the right of TAFE to transfer an institute manager to meet the operating needs of TAFE or remove existing rights to entitlements as provided in the Transferred Officers Compensation — TAFE Teaching Services Determination No. 132 of 1984.

7.4 Institute managers who wish to seek transfer will be considered by TAFE on a case by case basis.

7.5 Where TAFE directs an institute manager to transfer, the institute manager shall have access to a Transfer Review Panel.

7.6 In assessing an application for transfer, the institute director or delegate will assess the institute manager's skills and other attributes against the selection criteria for the position and if matched, can directly appoint or if in doubt can proceed to merit selection.

7.7 The institute manager has no right of appeal for non-appointment should a transfer application not be approved.

8. PERFORMANCE MANAGEMENT

8.1 The performance of institute managers will be reviewed annually under a performance management scheme, the objectives of which are set out in Schedule 2, Performance Management for Institute Managers, of Part B. The performance management scheme will commence from 1 January 2001.

9. APPEAL RIGHTS

9.1 For positions with salary equivalent to or below that applicable to the maximum salary for Clerk Grade 12, institute managers shall have access to the Government and Related Employees Appeal Tribunal in terms specified by the *Government and Related Employees Appeal Tribunal Act 1980*.

9.2 For positions above the salary level for maximum Clerk Grade 12, staff have a right of appeal to the Managing Director where such appointment would involve a salary increase for the appellant or the prospective appointee. Such appeals will be managed in accordance with TAFE's appeals process as agreed by the parties.

10. REGRESSION

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

11. DISPUTE RESOLUTION PROCEDURES

11.1 An institute manager's award consultation committee shall be formed comprising an equal number of representatives of the unions and TAFE. This Committee shall meet as required or at the request of the parties.

11.2 Subject to the provisions of the *Industrial Relations Act* 1996 the following procedures shall apply:

11.2.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, the institute manager and/or the relevant union's workplace representative shall raise the matter with the appropriate line manager as soon as practicable.

11.2.2 The line manager shall discuss the matter with the institute manager and/or the relevant union's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

11.2.3 Should the above procedure be unsuccessful in producing resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the institute manager and or the relevant union may raise the matter with an appropriate officer of TAFE at the Institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

11.2.4 Where the procedures in sub clause 11.2.3 of this clause do not lead to resolution of the dispute, the matter shall be referred to the institute manager's award consultation committee, which shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

11.3 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.

12. DISCIPLINE PROCESS

12.1 The discipline processes to be applied in respect of institute managers shall be:

12.1.1 that process specified by regulation made pursuant to Section 17 of the *Technical and Further Education Commission Act* 1990 and applicable to staff whose conditions of employment are determined by the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award.

12.1.2 that process specified by regulation made pursuant to Section 102 of the *Public Sector Management Act* 1988 and applicable to all staff in the Commission except those referred to in subclause 12.1.1 of this award.

13. ANTI-DISCRIMINATION

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

13.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 11 of this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

13.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

- any conduct or act which is specifically exempted from anti-discrimination legislation;
- offering or providing junior rates of pay to persons under 21 years of age;
- any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
- a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

14. DEFERRED SALARY SCHEME

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

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

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

15. LEAVE

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

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

15.3 Sick leave —

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

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

15.4 Family and Community Service Leave

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

- (a) for reasons related to the family responsibilities of the institute manager; or
- (b) for reasons related to the performance of community service by the institute manager; or
- (c) for reasons of pressing necessity.

Family and community service leave replaces short leave.

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

- (a) 2.5 days during the first year of service and five days in any period of two years after the first year; or

- (b) after two years of continuous service, one day of family and community service leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to an institute manager;

whichever is the greater period.

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

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

15.5 Personal Carer's Leave —

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

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

- (a) the institute manager being responsible for the care of the person concerned; and

- (b) the person concerned being:

a spouse of the institute manager; or

a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

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

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

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

“affinity” means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

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

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

- 15.5.2 Use of Other Leave — To care for an ill family member, an institute manager may also use recreation, extended leave or leave without pay with the consent of the institute director.
- 15.5.3 Use of Time in Lieu — To care for an ill family member, an institute manager may also, with the institute director's consent, take accrued time in lieu as provided for in subclauses 4.1.4 and 4.1.5 of this award.
- 15.6 Bereavement Leave —
- 15.6.1 An institute managers shall be entitled to up to two days bereavement leave on each occasion of the death of a person prescribed in subclause 15.5.1 above, provided that for the purpose of bereavement leave, the institute manager need not have been responsible for the care of the person concerned.
- 15.6.2 The institute manager must notify the Managing Director or nominee as soon as practicable for the intention to take bereavement leave and shall, if required by the Managing Director or nominee, provide to the satisfaction of the Managing Director or nominee proof of death.
- 15.6.3 An institute manager shall not be entitled to bereavement leave under this clause during any period in respect of which the institute manager has been granted other leave.
- 15.6.4 Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request the Managing Director or nominee shall give consideration to the circumstances of the institute manager and the reasonable operational requirements of TAFE.

16. FILLING OF POSITIONS

- 16.1 Positions which have been affected by a workplace change will be filled in accordance with the Department's Procedures for Managing Existing and Potentially Displaced, Displaced and Excess Permanent and Potentially Displaced and Displaced Temporary Employees.
- 16.2 Positions not filled through the provisions of sub clause 16.1 of this award will be filled as follows:
- 16.2.1 Displaced/Excess Staff – The Placement Coordination Unit is contacted by the local manager to establish whether there are any displaced or excess institute managers at the salary level on the displaced or excess lists who should be placed in the vacancy. The manager will then proceed in accordance with the procedures at subclause 16.1.
- 16.2.2 Regression — Where the position has not been filled by the preceding steps, institute managers who are seeking regression will be eligible for priority consideration for appointment to vacant positions. Further details are contained in TAFE's transfer and regression policy.
- 16.2.3 Staff Selection (Recruitment) Action — Where no appointment has been made through the process identified in subclauses 16.2.1 and 16.2.2, the position will be advertised within TAFE.
- 16.2.4 Staff Selection (Recruitment) Action - Where no appointment has been made through the processes identified in subclauses 16.2.1, 16.2.2 and 16.2.3, the position will be advertised externally.
- 16.3 Nothing in subclause 16.2 shall limit the appeal rights of institute managers, which are set out in clause 9, Appeal Rights.

17. QUALIFICATION REQUIREMENTS

17.1 Qualifications for positions shall accurately reflect the requirements of the position and conform to equal employment opportunity principles. Any artificial barriers to promotion should be removed.

17.2 The qualification requirements of positions shall be reviewed by TAFE from time to time in consultation with the unions.

18. GOODS AND SERVICES TAX

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

19. NO INDUSTRIAL ACTION AND NO FURTHER CLAIMS

19.1 Except as allowed by the *Industrial Relations Act* 1996, there shall be no industrial action and no further salaries or conditions claims by the parties prior to 31 December 2003 in relation to matters expressly contained in this award.

20. LOCALITY/REMOTE AREAS ALLOWANCE

20.1 Institute managers currently receiving the allowances contained in Schedule 3, Allowances of Part B – Locality Allowances — Tables 1, 2 and 3, shall continue to receive these allowances for as long as they continue in their current position at their existing location. Institute managers appointed on or after the date of the making of this award, shall be paid the remote areas allowances as contained in Table 4 of Schedule 3 of Part B, Allowances as adjusted in line with adjustments to the public service remote areas allowance as contained in clause 12(vii) of the Crown Employees (Public Service Conditions of Employment) Award or any variations to or successor instruments to the said award.

20.2 Institute managers currently receiving the remote areas allowance as contained in Table 4 of Schedule 3, Part B, Allowances shall continue to receive this allowance while remaining in their current position at their existing location.

21. INDUSTRIAL RIGHTS

21.1 Union Representatives —

21.1.1 An accredited union representative at the place in which he/she is employed shall, upon notification thereof to his/her employer, be recognised as an accredited union representative.

21.1.2 An accredited union representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees.

21.1.3 An accredited union representative shall be allowed a reasonable period of time during working hours to interview a duly accredited union official.

21.2 Consultative and Other Committee Work —

21.2.1 Where an institute manager is required by TAFE, nominated by the union or otherwise selected by staff to participate in work-based consultative or like committees, TAFE shall provide such staff with paid leave to attend to such matters.

21.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with its terms of reference, TAFE shall provide sufficient paid time to enable the institute manager to undertake the project.

22. SPECIAL FITNESS AND HARD TO FILL

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

23. AREA, INCIDENCE AND DURATION

23.1 This award applies to all persons employed by TAFE in the classification of institute manager. The award shall take effect on and from 1 January 2001 and shall remain in force until 31 December 2003.

23.2 This award rescinds and replaces the TAFE Commission of New South Wales Institute Managers Award published 18 December 1998 (307 I.G. 530) on and from 29 May 2001.

PART B

MONETARY RATES

Schedule 1 — Salaries

Institute Managers	Salary as from 3.4.00 \$	Salary as from 1.7.01 \$	Salary as from 1.7.02 \$	Salary as from 1.1.03 \$
Level 1	70,371	72,482	75,381	79,150
Level 2	75,681	77,951	81,069	85,122
Level 3	79,664	82,054	85,336	89,603
Level 4	84,975	87,524	91,025	95,576
Level 5	90,286	92,995	96,715	101,551

Schedule 2 — Performance Management For Institute Managers

1. Introduction

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

2. Objectives of Performance Management

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

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

The major outcomes of the performance management process will be the identification of developmental needs of the institute manager, the development strategies to support these needs, feedback on performance and achievements. The process will also enhance the productivity, effectiveness and efficiency of TAFE to meet changing industry and community needs.

The objectives are to:

- establish clear individual performance goals linked to, and consistent with, the TAFE's goals and priorities and institute's plans and objectives;
- identify each institute manager's current and medium term development needs (in relation to the organisation and self), and career goals and develop strategies to support these needs;
- assist with the achievement of TAFE's long term objectives and annual priorities;
- provide for each institute manager, a valid basis for performance assessment against job-related criteria; and
- provide job-related guidance and performance feedback in a continuing way.

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

- TAFE's Strategic Plan;
- annual priorities; and
- institutes' management plans.

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

- developing the performance agreement;
- review process; and
- feedback.

Appropriate training will support implementation of the scheme.

Schedule 3 — Allowances

1. Definitions — For the purpose of this schedule:

- 1.1 “Dependent child” means, unless otherwise defined in the award, a child of which an institute manager is a parent and who is resident with and wholly maintained by such institute manager and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.2 “Dependent partner” means a person who is resident with and substantially reliant upon an institute manager for their financial support, being either the institute manager's spouse or a person whom the Managing Director is satisfied is cohabiting otherwise than in marriage with the institute manager in a permanent de facto and bona fide domestic relationship.
- 1.3 “Married couple” means and shall include an institute manager and their spouse or a person whom the Managing Director is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

Table 1 — Locality Allowances — Climatic

Climatic Allowances (Hot Summer Temperatures)	TAFE Colleges or TAFE Campuses located in the Western Division of New South Wales at the following locations: Boggabilla, Bourke, Broken Hill, Cobar, Coonabarabran, Coonamble, Condobolin, Moree, Nyngan, Walgett, Warren, Wilcannia			
	Current amount (after increase of 4% by Determination on 3.4.00) per annum \$	On and from 1.7.01 per annum \$	On and from 1.7.02 per annum \$	On and from 1.1.03 per annum \$
Single or married with independent non-teaching partner	739	757	787	826
Married with dependent partner	870	893	929	975
Married with teaching partner	435	447	465	488
Isothermic (Cold Winter Temperatures)	TAFE Colleges or TAFE Campuses within a zone of New South Wales established by the 0° Celsius July Average Minimum Temperatures at the following locations: Armidale, Bathurst, Cooma, Glenn Innes, Inverell, Tenterfield			
Single or married with independent non-teaching partner	373	382	397	417
Married with dependent partner	498	509	529	556
Married with teaching partner	249	255	265	278

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

Isolation from Socio-Economic Goods and Services Allowance	Applies to TAFE Colleges or TAFE Campuses at the following locations:			
Single or married with independent non-teaching or teaching partner	Current amount (after increase of 4% by Determination on 3.4.00) per annum \$	On and from 1.7.01 per annum \$	On and from 1.7.02 per annum \$	On and from 1.1.03 per annum \$
Wilcannia	2180	2233	2322	2438
Goodooga	1936	1985	2064	2167
Brewarrina	969	993	1033	1085
Bourke	727	745	775	814
Boggabilla	485	499	519	545
Cobar, Dunedoo, Nyngan, Warren	242	248	258	271
Married with dependent partner				

Wilcannia	4360	4466	4644	4876
Goodooga	3872	3970	4128	4334
Brewarrina	1938	1986	2066	2170
Bourke	1454	1490	1550	1628
Boggabilla	970	998	1038	1090
Cobar, Dunedoo, Nyngan, Warren	484	496	516	542
Dependent children for institute manager with independent non-teaching partner				
Dependent children for married institute manager with dependent partner				
Wilcannia				
First Child	252	259	269	282
Subsequent Child	158	163	170	179
Goodooga				
First Child	214	219	228	239
Subsequent Child	121	124	129	135
Dependent children for single or married institute manager with independent non-teaching or teaching partner				
Wilcannia				
First Child	126	130	135	141
Subsequent Child	79	82	85	90
Goodooga				
First Child	107	110	114	120
Subsequent Child	61	62	65	68

Table 3 — Locality Allowances - Motor Vehicles Depreciation

Motor Vehicles Depreciation	Current amount (after increase of 4% by Determination on 3.4.00) per annum \$	On and from 1.7.01 per annum \$	On and from 1.7.02 per annum \$	On and from 1.1.03 per annum \$
Applies to TAFE Colleges or TAFE Campuses at Wilcannia and Goodooga only	1304	1335	1388	1457

REMOTE AREAS ALLOWANCE - PUBLIC SERVICE ALLOWANCES**Table 4 — Remote Areas Allowance**

1. Grade A Allowances	1. Grade B Allowances	1. Grade C Allowances
(a) With dependents: \$1,293 per annum	(a) With dependents: \$1,715 per annum	(a) With dependents: \$2,290 per annum
(b) Without dependents: \$901 per annum	(b) Without dependents: \$1,203 per annum	(b) Without dependents: \$1,603 per annum
All other locations situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Wyallda, Ashford and Bonshaw and includes a place situated in any such town or locality. <u>Locations</u> All others within the above but not covered in the Category B or C allowances.	<u>Locations</u> Angledool Barrington Bourke Brewarrina Clare Enngonia Goodooga Ivanhoe Lake Mungo Lightning Ridge Louth Mungindi Pooncarie Redbank Walgett Wanaaring Weilmoringle White Cliffs Wilcannia Willandra	<u>Locations</u> Fort Grey Mootwingee Mount Wood Nocoleche Olive Downs Tibooburra Yethong

R. W. HARRISON *D. P.*

Printed by the authority of the Industrial Registrar.

(1360)

SERIAL C0341**BRADFIELD COLLEGE (DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Department of Education and Training and another.

(Nos IRC 5762 of 1999 and 2750 of 2001)

Before the Honourable Mr Deputy President Harrison

29 May and 13 June 2001

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

PART A

Clause No. Subject Matter

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

PART B

SCHEDULES

Schedule 1 — Annual Salaries

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

Schedule 3 — Allowance

2. Definitions

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

- 2.23 “Team leader” means a teacher selected by the Director to co-ordinate a team of teachers responsible for the educational instruction, student welfare and vocational needs of students.

3. Introduction

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

4. Employment and Transfer

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

5. Qualification Requirements

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

6. Learning Co-ordinators

- 6.1 Learning Co-ordinators are responsible for the educational and administrative leadership of specified areas within the College. Where appointed, and as a minimum, Learning Co-ordinators shall:
- 6.1.1 be required to supervise a major discipline area within the College; or
 - 6.1.2 be responsible for curriculum development and student support directly linked to classroom practice across the College.
- 6.2 The creation and deletion of learning co-ordinator positions is at the discretion of the Director. During the term of this award the parties will develop an agreed process for the establishment and deletion of learning co-ordinator positions.
- This process will include:
- 6.2.1 a review of the current and future projected curriculum;
 - 6.2.2 a review of supervisory responsibilities, including the span of supervision; and
 - 6.2.3 the length of time the position may be needed.

7. Remuneration

- 7.1 The annual salary for teachers, learning co-ordinators and assistant directors shall be as set out in Schedule 1 — Annual Salaries, of Part B, Schedules.
- 7.2 A teacher appointed as team leader shall be paid an allowance as set out in Schedule 3 – Allowance of Part B, Schedules.
- 7.3 Determination of Starting Salary —
- 7.3.1 All teachers appointed to Bradfield College shall commence at the rate prescribed for Level A

in Schedule 1 unless they possess additional qualifications and experience that justifies their appointment at a higher level.

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

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

Level A: Applicants with minimum qualifications and minimum experience.

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

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

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

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

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

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

7.4 Movement Between Salary Levels —

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

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

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

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

8. Teacher Quality

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

- 8.1.1 The Director, Bradfield College or nominee shall be responsible for annually reviewing the performance and development of teachers undertaking their work.
- 8.1.2 The TAFE teachers “Annual Review Policy” shall apply to all teachers, except casual teachers.
- 8.1.3 The annual review for TAFE teachers shall be reported by way of a new teacher assessment review form.
- 8.1.4 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

9. Training and Professional Development

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

10. College Year

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

11. Hours of Work

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

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

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

- 11.2 An employee’s program of teaching shall be agreed prior to the commencement of each term between the employee and the Director and recorded by the teacher on the appropriate “EC” form, or other form(s) as may be required for payroll purposes.

- 11.3 The daily span of working hours in the College for employees under this award is between 7.30 a.m. and 10.00 p.m. on Monday to Friday inclusive and from 7.30 a.m. to 6.00 p.m. on Saturday, provided that an employee cannot be required to work in excess of eight hours on any one day without the agreement of that employee.
- 11.4 Employees may be required to work on any five days from Monday to Saturday inclusive as part of their normal program, provided that by agreement of the Director, weekly attendance requirements may be met in four days per week. Should an employee be required to work on a Saturday, the Director may, if requested, provide in the employee's program for two consecutive duty free days a week.
- 11.5 Employees shall attend for work 420 hours over a 12-week work cycle of 72 operating days, provided that:
- 11.5.1 no employee will be required to be in attendance for more than 60 operating days;
 - 11.5.2 an employee may, with the agreement of the Director, attend at the College for less than 420 hours in a 12-week cycle but, in any case, shall attend at the College for no less than 360 hours over a 12-week cycle;
 - 11.5.3 no teacher (including any teacher designated as a team leader) shall be required to teach more than 24 hours face-to-face in any one week;
 - 11.5.4 no learning co-ordinator shall be required to teach more than 18 hours face-to-face each week;
 - 11.5.5 no assistant director shall be required to teach more than 8 hours face-to-face each week.
- 11.6 By agreement between the employee and the Director prior to the commencement of the term, a program may be entered into which includes teaching hours in excess of a normal load. Such hours may be accumulated to a maximum of 35 hours and then taken as time in lieu, provided that:
- 11.6.1 All time in lieu shall be taken on an hour-for-hour basis during a non-teaching session.
 - 11.6.2 Where an employee is unable to take the time in lieu before the end of the 12 week accumulation period or the end of the vacation period immediately following the term during which the hours were accumulated (whichever is the sooner), then such teaching hours as are accumulated shall be paid for at the part-time casual teaching rate as set out in Schedule 2 — Hourly Rates for Part-time Casual Teachers and Co-ordinators of Part B, Schedules.
 - 11.6.3 Where, with the agreement of the Director, incidental time associated with programmed excess teaching hours has been worked at the College and recorded by the teacher on the appropriate "EC" form, it may be counted towards time in lieu arrangements.
 - 11.6.4 No employee shall be required to work beyond the limitations set out in subclause 11.5 hereof.
- 11.7 Emergency excess teaching hours occur when there is an unplanned absence of a teacher and another teacher agrees to take a class with less than 24 hours notice. In such circumstances, emergency excess teaching hours shall be paid for at the part-time casual teaching rate.
- 11.8 Where staff of Bradfield College are directed to work on approved Bradfield College activities which require their attendance on Sundays or public holidays, they shall be eligible for compensatory leave.

Compensatory leave will be granted on the basis of one day for each public holiday or Sunday the teacher is directed to be in attendance at the activity.

Compensatory leave is to be taken as time in lieu within a reasonable time after the activity and at a time

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

12. Leave

12.1 Annual Leave — Subject to the provisions of the *Annual Holidays Act 1944*, staff of the College shall be entitled to annual leave as follows:

- 12.1.1 Twenty working days annual leave per annum (which accrues at the rate of one and two-thirds working days per month), subject to each employee accruing not more than 30 working days annual leave.
- 12.1.2 Annual leave will be taken at a time and for a period agreed between the employee and the Director.

12.2 Extended Leave — Prior employees of the former Department of School Education and TAFE shall retain their extended leave, as appropriate, to credit as at the date of their appointment to Bradfield College.

Extended leave shall be granted to staff in accordance with the following:

- 12.2.1 for employees of the former Department of School Education, the *Teaching Services Act 1980*;
- 12.2.2 for all other employees, the *Technical and Further Education Commission Act 1990*.

12.3 Sick Leave —

- 12.3.1 Employees other than casual employees are entitled to sick leave at the rate of 15 working days paid sick leave per year, i.e., 1 January to 31 December. The full annual entitlement is available from 1 January each year. Sick leave will not accrue on a monthly basis. The unused component of the annual entitlement is fully cumulative.
- 12.3.2 Employees of TAFE or the former Department of School Education who had an entitlement to cumulative sick leave on employment to Bradfield College shall retain such entitlement for use when required.

12.4 Family and Community Service Leave —

- 12.4.1 The Director may grant paid family and community service leave for the following purposes:
 - (i) for reasons related to the family responsibilities of the employee; or

- (ii) for reasons related to the performance of community service by the employee; or
- (iii) for reasons of pressing necessity.

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

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

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

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

12.5 Personal Carer’s Leave —

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

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

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

a spouse of the employee; or

a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

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

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

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

“affinity” means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

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

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

- 12.5.3 Use of Other Leave — To care for an ill family member, a staff member may also use annual leave, extended leave or leave without pay with the consent of the Director.
- 12.5.4 Use of Time in Lieu — To care for an ill family member, a staff member may also, with the supervisor's consent, take time off in lieu as agreed on an hour-for-hour basis.
- 12.5.5 Use of Make-up Time — To care for an ill family member, a staff member may, with the supervisor's consent, elect to work "make-up time". This means the staff member takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours, at the ordinary rate of pay.
- 12.6 Other Leave — Employees, other than casual employees, shall be entitled to the following forms of leave in accordance with the policies published in the TAFE Commission Gazette, as amended from time to time:

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

13. Permanent Part-time Employees

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

14. Casual Employees

- 14.1 Payment of casual employees will be in accordance with the provisions contained in the *Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award* provided that payment will be made for approved hours of attendance. Relevant rates are extracted and contained in Schedule 2 of Part B, Schedules of this award.
- 14.2 Department-approved casual teachers employed by the former Department of School Education who undertake casual teaching at Bradfield College will have this service recognised and accredited by the Department as service with the Department, on the basis that each six hours of paid attendance shall be equivalent to one day's attendance at a school.

15. Travelling Time and Travelling Expenses

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

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

16. Transferred Officers Compensation

- 16.1 Prior employees of the Department or TAFE shall be entitled to the benefits of the *Transferred Officers Compensation Determination (Education Commission Determination No. 132* or successor provision) when they, at the conclusion of their service at Bradfield College (provided that they have served a minimum of three years at the College), return to a position with the appropriate employer, provided that the employee's term of engagement has been completed and the employee is not the subject of any disciplinary action.
- 16.2 Prior employees of the Department, or the previous Department of School Education, or TAFE who accept a promotion with their previous employer shall satisfy the requirements of a transferred officer under the Determination.

17. Dispute Resolution Procedures

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

18. Occupational Health and Safety

- 18.1 The parties acknowledge their obligations to create, maintain and promote a safe working environment in accordance with their obligations under the *Occupational Health and Safety Act 1983* and other relevant occupational health and safety legislation.
- 18.2 Management of the College have an obligation to ensure that appropriate prevention and management systems are in place to effectively manage health and safety issues, including the provision of protective clothing and equipment, risk assessment, risk management and the provision of relevant training.

- 18.3 All staff are required to co-operate with management in the maintenance of a safe and healthy work environment. Where staff have undertaken relevant training, they shall apply their training in the workplace.

19. Educational Initiatives

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

20. No Industrial Action and No Further Claims

- 20.1 Except as allowed by the *Industrial Relations Act 1996*, there shall be no industrial action and no further salaries or conditions claims by the parties prior to 31 December 2003 in relation to matters expressly contained in this award.

21. Anti-Discrimination

- 21.1 It is the intention of the parties to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 17, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 21.4 Nothing in this clause is to be taken to affect:
- 21.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 21.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 21.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
 - 21.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

22. Goods and Services Tax

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

23. Industrial Rights

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

24. Area, Incidence and Duration

- (i) This award applies to employees appointed to Bradfield College.
- (ii) This award rescinds and replaces the *Bradfield College (Department of Education and Training) Salaries and Conditions (Interim) Award* published 6 August 1999 (310 I.G. 304) as varied on and from 29 May 2001.
- (iii) This award shall take effect on and from 1 January 2001 and shall remain in force thereafter until 31 December 2003.

PART B

SCHEDULES

Schedule 1 — Annual Salaries

Classification	Salary as at 1.1.99 \$	Salary as from Date of Determination 4% increase \$	Salary as from 1.7.01 3% increase \$	Salary as from 1.7.02 4% increase \$	Salary as from 1.1.03 5% increase \$
Teacher Level A	41,162	42,808	44,093	45,856	48,149
Teacher Level B	44,096	45,860	47,236	49,125	51,581
Teacher Level C	46,785	48,656	50,116	52,121	54,727
Teacher Level D	48,620	50,565	52,082	54,165	56,873
Teacher Level E	52,288	54,380	56,011	58,251	61,164
Teacher Level F	55,709	57,937	59,675	62,063	65,166
Learning Co-ordinator	61,435	63,892	65,809	68,442	71,864
Assistant Director	67,579	70,282	72,391	75,286	79,051

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

	Hourly rate as at 1.7.98 \$	Hourly rate as from Date of Determination 4% increase \$	Hourly rate as from 1.7.01 3% increase \$	Hourly rate as from 1.7.02 4% increase \$	Hourly rate as from 1.1.03 5% increase \$
Teaching Duties	43.67	45.42	46.78	48.65	51.08
Co-ordination/ Consultancy Duties	41.05	42.69	43.97	45.73	48.02
Duties Other Than Teaching (DOTT)	34.48	35.86	36.93	38.41	40.33

Schedule 3 — Allowance

	Rate as at 30.6.99 p.a. \$	Rate as from Date of Determination 4% increase p.a. \$	Rate as from 1.7.01 3% increase p.a. \$	Rate as from 1.7.02 4% increase p.a. \$	Rate as from 1.1.03 5% increase p.a. \$
Team Leader Allowance	2,500	2,600	2,678	2,785	2,924

R. W. HARRISON *D.P.*

 Printed by the authority of the Industrial Registrar.

(1587)

SERIAL C0443**CROWN EMPLOYEES (SHERIFF'S OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 New South Wales Attorney General's Department and another of a dispute with the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales re imposed work bans by Sheriff's officers.

(No. IRC 1456 of 2001)

Before The Honourable Justice Schmidt

14 June 2001

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

Clause No.	Subject Matter
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- | | |
|-----|---|
| 1. | Arrangement |
| 2. | Title |
| 3. | Definitions |
| 4. | Salary |
| 5. | Crown Employees (Public Service Conditions of Employment 1997) Award to Apply |
| 6. | Meal Allowance For Staff Who Are Required to Travel |
| 7. | Uniforms Laundering and Grooming |
| 8. | Vehicle Maintenance |
| 9. | Skill Development, Training and Promotion |
| 10. | Grievance and Dispute Settling Procedures |
| 11. | Anti-Discrimination |
| 12. | Work Practice Reform |
| 13. | Area, Incidence and Duration |

PART B**MONETARY RATES**

Table 1 – Wages Rates

Table 2 – Meal Allowance

2. TITLE

This Award shall be known as the Crown Employees (Sheriff's Officers) Award 2001.

3. DEFINITIONS

“**Act**” means the NSW *Industrial Relations Act* 1996 and its Regulations.

“**Department**” means the Attorney General's Department.

“**Association**” means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

“**Industrial Authority**” means the Public Employment Office constituted under the *Public Sector Management Act, 1988*.

“**Officer**” means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Management Act, 1988*, and who as at the operative date of this award were occupying one of the positions covered by this Award or who, after that date, are appointed to one of such positions.

4. SALARY

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

The rates in Table 1 shall take effect from the first full pay period to commence on or after the making of this Award.

5. CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT 1997) AWARD TO APPLY

The provisions of the *Crown Employees (Public Service Conditions of Employment 1997) Award* (as amended pursuant to s.19 of the *Act* effective from 28 February 2001) apply to this award except Clause 28 - Meal Expenses on One Day Journeys, Clause 48 - Uniforms Protective Clothing and Their Maintenance and Clause 49 – Payment of Laundry Allowance.

6. MEAL ALLOWANCE FOR STAFF WHO ARE REQUIRED TO TRAVEL

- (i) For the purposes of this clause “region” means the sheriff’s office region to which an officer is from time to time attached.
- (ii) A staff member who is required to travel to perform duty outside the officer’s region and who is not required to obtain overnight accommodation at a place other than the staff member’s residence shall be paid the following allowances as set out in Table 2 of Part B Monetary Rates for:
 - (a) breakfast when required to commence travel at or before 6.00am and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30pm; and
 - (c) lunch when unable to take lunch within the officer’s region and, as a result, incurs additional expense for lunch. In such instances, the staff member shall be paid the amount equivalent to the additional expense or the allowance specified for lunch in Table 2 of Part B Monetary Rates, whichever is the lesser.

7. UNIFORMS, LAUNDERING AND GROOMING

The uniform requirements of Sheriff’s officers are determined by the Sheriff. Officers who are required to wear complete uniform in accordance with those determinations are responsible at their own cost for the care and laundering of all uniform items provided to them. Officers are required to be personally well-groomed, neat and tidy at all times when on duty.

8. VEHICLE MAINTENANCE

Sheriff’s officers are responsible for the care, maintenance and cleaning of official vehicles and suitable equipment and materials are to be supplied for those purposes.

9. SKILL DEVELOPMENT, TRAINING AND PROMOTION

To be eligible to be appointed to any promotional positions an officer will be required to satisfactorily complete the minimum training courses determined by the Sheriff from time to time to become eligible to apply for promotion on a competitive merit basis.

The Sheriff may from time to time prescribe those courses to be satisfactorily completed by all applicants at

each promotional rank, and the frequency of continuing refresher training. Without limiting the foregoing a course or courses may be prescribed in the areas of:

- (i) ethical practice skills;
- (ii) client service skills;
- (iii) tactical and self defence competencies;
- (iv) conflict management and resolution;
- (v) information technology skills;
- (vi) operational management;
- (vii) leadership and management.

10. GRIEVANCE AND DISPUTE SETTLING PROCEDURES

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (v) The Department Head may refer the matter to the PEO for consideration.
- (vi) If the matter remains unresolved, the Department head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (vii) A staff member, at any stage, may request to be represented by their union.
- (viii) The staff member or the union on their behalf, or the Department head may refer the matter to the new South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (ix) The staff member, union, department and PEO shall agree to be bound by any order or determination by the new South Wales Industrial Relations Commission in relation to the dispute.
- (x) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.
- (xi) No industrial action will be taken by officers of the Department whilst the grievance and dispute settling procedures are being followed.

11. ANTI-DISCRIMINATION

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

12. WORK PRACTICE REFORM

The parties are to work diligently, cooperatively and in good faith to achieve ongoing work practice reforms to improve the efficiency and effectiveness of Sheriff's Office operations.

13. AREA INCIDENCE AND DURATION

This award will apply to Sheriff's Officers of the Attorney General's Department. The Crown Employees (Public Service Conditions of Employment 1997) Award is varied in respect of Sheriff's Officers to delete clause 28, Meal Expenses on One Day Journeys; clause 48, Uniforms and Protective Clothing and Their Maintenance and clause 49, Payment of Laundry Allowance. This award shall operate from 14 June 2001 and shall continue in force for three years.

PART B – MONETARY RATES

TABLE 1 – WAGE RATES – SHERIFF'S OFFICERS

Position	Salary:
Chief Inspector	
Year 2	\$51260
Year 1	\$49800
Inspector	
Year 2	\$47922
Year 1	\$46456
Sergeant	

Year 4	\$43092
Year 3	\$41808
Year 2	\$40541
Year 1	\$39355
Sheriff's officer	
Year 4	\$38269
Year 3	\$37248
Year 2	\$36238
Year 1	\$35203
 Probationary Sheriffs officer	 \$32175

TABLE 2 — MEAL ALLOWANCE

Capital cities and the following country centres:

Broken Hill
 Newcastle
 Wagga Wagga
 Wollongong

Breakfast	\$16.05
Lunch	\$17.90
Dinner	\$30.80

All other NSW Country Centres

Breakfast	\$14.30
Lunch	\$16.40
Dinner	\$28.25

M. SCHIMDT *J.*

Printed by the authority of the Industrial Registrar.

(1295)

SERIAL C0207

CROWN EMPLOYEES (SENIOR OFFICERS SALARIES 1997) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 989 of 2001)

Before Mr Deputy President Sams

28 May 2001

REVIEWED AWARD**PART A**

Arrangement

PART A

Clause No.	Subject
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements
5.	Salary Sacrifice to Superannuation
6.	Dispute Settling Procedure
7.	Savings of Rights
8.	Anti-Discrimination
9.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 — Salaries

1. Title

This Award shall be known as the Crown Employees (Senior Officers Salaries 1997) Award.

2. Definitions

"Act" shall mean the *Public Sector Management Act* 1988.

"Award" shall mean this Crown Employees (Senior Officers Salaries 1997) Award.

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

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Management Act* 1988, or other appropriate Acts, and who, as at the operative date of this Award were occupying one of the positions covered by this Award or who, after that date, are appointed to or employed in one such position.

"Public Employment Office" or "PEO" means the Public Employment Office established under Division 2A of the

Public Sector Management Act 1988.

3. Salaries

- (i) All officers will be paid in accordance with the salary structure as set out in Table 1 — Salaries, of Part B, Monetary Rates.
- (ii) Pay movements within each grade will be incremental (12 months) subject to satisfactory conduct and service.
- (iii) There is to be no broadbanding of grades.

4. Salary Packaging Arrangements

- (i) By mutual agreement with the PEO, an officer may, from time to time, elect to receive:
 - (a) a benefit or benefits selected from those approved from time to time by the PEO; and
 - (b) a salary equal to the difference between the salary prescribed for the officer by Clause 3, Salaries, of this Award, and the amount specified by the PEO from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- (ii) The agreement shall be recorded in writing and shall be known as a Salary Packaging Agreement.
- (iii) A Salary Packaging Agreement shall be for a period of up to twenty four months, unless a shorter period is mutually agreed between the officer and the PEO at the time of signing the Salary Packaging Agreement.
- (iv) The PEO may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- (v) The PEO will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.

5. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed by the 1995 Award as varied by Clause 3, Salaries, an employee may elect, subject to the agreement of the employee's Department or agency, to sacrifice a portion of the salary payable under the Clause 3 to additional employer superannuable 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 thirty (30) percent of 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 corporation.
- (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 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 Clause 3 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 or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

(iv) Where an employee elects to salary sacrifice in terms of subclause (iii) above, the Department or agency will pay the sacrificed amount to the relevant superannuation fund.

(v) Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's Department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above 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 his/her salary to superannuation, an employee had entered into an agreement with his/her Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (iv) above, the Department or agency will continue to base contributions to that fund on the salary payable under Clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

6. Dispute Settling Procedure

All disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.

- (i) An officer is required to notify (in writing or otherwise) their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) The immediate manager shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iii) If the matter remains unresolved with the immediate manager, the officer 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) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Department head.
- (iv) The Department head may refer the matter to the PEO for consideration.

- (v) In the event that the matter remains unresolved, the Department head shall provide a written response to the member of staff and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (vi) An officer, at any stage, may request to be represented by an Association representative.
- (vii) The officer, or the Association on their behalf, or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (viii) The officer, Association, Department and PEO shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (ix) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

7. Savings of Rights

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the Crown Employees (Public Sector Salaries June 1997) Award or an Award replacing that Award, Senior Officers will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

8. Anti-Discrimination

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

jurisdiction.

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

- (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.”

9. Area, Incidence and Duration

- (a) This award shall apply to all Senior Officers of the New South Wales Public Service.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Senior Officers Salaries 1997) Award published 16 January 1998 (303 I.G. 13), and all variations thereof.
- (c) The award published 16 January 1998 took effect on and from 4 June 1997 and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) are set out in the attached Schedule B and take effect on 28 May 2001.
- (e) The award remains in force until varied or rescinded, the period for which it was made having already expired.

SCHEDULE A

Award and Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of taking Effect	Industrial Gazette Vol. Page	
Crown Employees (Senior Officers Salaries 1997) Award	B5702	16.01.98	4.06.97	303	13
Part B, Monetary Rates	B6852	11.06.99	1.07.98	309	764
5. Salary Sacrifice to Superannuation	B6721	9.07.99	25.08.98	309	1155
Part B, Monetary Rates	B7258	5.11.99	1.01.99		
Part B, Monetary Rates	—	Not yet published	1.01.00	—	—
Part B, Monetary Rates	—	Not yet published	1.01.01	—	—

SCHEDULE B

Changes Made on Review

Date of Effect: 28 May 2001

(1) Provisions Modified:

Award	Clause	Previous Form of Clause Last Published at:	
		IG Vol.	Page
Crown Employees (Senior Officers Salaries 1997) Award	1. Title	New	—
	8. Anti-Discrimination	New	—
	9. Area, Incidence and Duration	303	17

(2) Provisions Removed:

Award	Clause	Previous Form of Clause Last Published at:	
		IG Vol.	Page
Crown Employees (Senior Officers Salaries 1997) Award	1. Basic Wage	303	13

PART B**MONETARY RATES**

Table 1 — Salaries

Senior Officer Classification

Classifications and Grades	First pay period to commence on or after 1/1/99 \$ per annum	First pay period to commence on or after 1/1/00 \$ per annum	First pay period to commence on or after 1/1/01 \$ per annum
Grade 1 —			
Year 1	86,576	88,308	90,074
Year 2	93,287	95,153	97,056
Grade 2 —			
Year 1	94,867	96,764	98,699
Year 2	101,554	103,585	105,657
Grade 3 —			
Year 1	104,953	107,052	109,193
Year 2	115,208	117,512	119,862

P. J. SAMS, D.P.

(1428)

SERIAL C0201

CROWN EMPLOYEES (TECHNICAL OFFICERS — TREASURY) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 991 of 2001)

Before Mr Deputy President Sams

28 May 2001

REVIEWED AWARD

PART A

Arrangement

PART A

Clause No. Subject Matter

- | | |
|----|-------------------------------|
| 1. | Title |
| 2. | Definitions |
| 3. | Salaries |
| 4. | Salary Packaging Arrangements |
| 5. | Dispute Resolution Procedure |
| 6. | Anti-Discrimination |
| 7. | Savings of Rights |
| 8. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 — Salaries

1. Title

This award shall be known as the Crown Employees (Technical Officers — Treasury) Award.

2. Definitions

“Act” shall mean the *Public Sector Management Act* 1988.

“Award” shall mean the Crown Employees (Technical Officers — Treasury) Award.

“Association” shall mean the Public Service Association and Professional Officers’ Association Amalgamated Union of New South Wales.

“Officer” means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Management Act* 1988, or other appropriate Acts, and who, as at the operative date of this award, were occupying one of the positions covered by this award or who, after that date, are appointed to or employed in one such position.

“Public Employment Office” or “PEO” means the Public Employment Office established under Division 2A of the *Public Sector Management Act* 1988.

"Treasury", "Office of Financial Management" or "OFM" refers to the Office of Financial Management, New South Wales Treasury.

3. Salaries

- (I) All officers shall be paid in accordance with the salary structure set out in Table 1 — Salaries, of Part B, Monetary Rates.
- (II) Work value alone is not sufficient to have a position classified and graded as a Grade 1 or Grade 2 Technical Officer — Treasury. Other factors must also be satisfied such as skill shortage, specialist skills and use on the job of higher level competencies.
- (III) Pay movements within each grade will be based on a pre-defined matrix comprised of competency, performance, market relationship and degree of speciality.
- (IV) Progression is not incremental in nature.

4. Salary Packaging Arrangements

- (I) By mutual agreement with the Treasury and PEO, an officer may, from time to time, elect to receive:
 - (a) a benefit or benefits selected from those approved from time to time by the PEO; and
 - (b) a salary equal to the difference between the salary prescribed for the officer by Clause 3, Salaries, of this Award, and the amount specified by the PEO from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- (II) The agreement shall be recorded in writing and shall be known as a Salary Packaging Agreement. The employee shall be provided with a copy of the signed agreement. The Salary Packaging Agreement may be terminated at any time, at the employee's election. The Salary Packaging Agreement ceases on termination of the employee's services with Treasury.
- (III) A Salary Packaging Agreement shall be for a period of up to 24 months, unless a shorter period is mutually agreed between the officer and the Treasury at the time of signing the Salary Packaging Agreement.
- (IV) The PEO may vary the range and type of benefits available from time to time at its absolute discretion. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- (V) The PEO will determine from time to time the value of the benefits provided at its absolute discretion. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.
- (VI) Any allowance, penalty, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or Statute which is expressed to be determined by reference to an officer's salary, shall be calculated by reference to the salary which would have applied to the officer under Clause 3, Salaries, of this Award, in the absence of the Salary Packaging Agreement made under this clause.
- (VII) With effect from the date of the making of this award, the PEO has approved salary packaging of:
 - (a) the private use component of motor vehicles subject to the benefit's monetary value being determined in accordance with the methodology applicable to Senior Executive Service officers under the *Public Sector Management Act* 1988; and
 - (b) salary sacrifice for superannuation subject to the provisions outlined below.
- (VIII) Salary Sacrifice to Superannuation — Notwithstanding the salaries prescribed by Clause 3, Salaries, of

this Award, an employee may elect, subject to the agreement of Treasury, to sacrifice a portion of the salary payable under the said Clause 3 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 other salary packaging arrangement under this clause, must not exceed 30 per cent of the salary payable under clause 3 or 30 per cent 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.

(IX) 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 workers’ compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable Award, Act or Statute which is expressed to be determined by reference to the salary which would have been applied to the employee under Clause 3, Salaries, of this Award, in the absence of any salary sacrifice to superannuation made under this award.

(X) 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 Treasury’s agreement, paid into a private sector complying superannuation scheme as employer contributions.

(XI) Where an employee elects to salary sacrifice to superannuation in terms of this clause, Treasury will pay the sacrificed amount into the relevant superannuation fund.

(XII) 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 Treasury will ensure that the amount of any additional superannuation contributions specified in subclause

(VIII) above is included in the employee’s superable salary which is notified to the New South Wales public sector superannuation trustee corporations.

(XIII) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with Treasury to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (XII) above, Treasury will continue to base contributions to that fund on the salary payable under Clause 3, Salaries, of this Award, 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 Treasury may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

5. Dispute Resolution Procedure

All disputes or difficulties relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the

appropriate Department, if required.

- (I) An officer is required to notify (in writing or otherwise) their Director as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (II) The Director shall convene a meeting in order to resolve the grievance, dispute or difficulty within two days, or as soon as practicable, of the matter being brought to attention.
- (III) If the matter remains unresolved with the Director, the officer may request to meet the appropriate Executive Director in order to resolve the matter. This manager shall respond within 2 days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Secretary, NSW Treasury.
- (IV) The Secretary, NSW Treasury may refer the matter to the PEO for consideration.
- (V) In the event that the matter remains unresolved, the Secretary, NSW Treasury shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (VI) An officer may request to be represented by an Association representative.
- (VII) The officer or Association on their behalf, or the Secretary, NSW Treasury may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (VIII) The officer, Association, Treasury and PEO shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- (IX) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

6. 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 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.
- (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.”

7. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector Salaries — January 2000) Award or an Award replacing that Award, the Technical Officers covered by this Award will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

8. Area, Incidence and Duration

This Award shall apply to all staff employed as Technical Officers in the Office of Financial Management, New South Wales Treasury.

Technical Officers are entitled to the conditions of employment provided by this Award and the *Public Sector Management Act 1988*, the Public Sector Management (General) Regulation 1996. The provisions of the *Crown Employees (Public Service Conditions of Employment 1997) Award* and the *Crown Employees (Public Sector Salaries — January 2000) Award* or any replacement award, also apply to officers covered by this Award, except where specifically varied by this Award

The salaries rates in Table 1 — Salaries, of Part B, Monetary Rates, are set in accordance with the *Crown Employees (Public Sector Salaries — January 2000) Award* and any variation or replacement Award.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Technical Officers — Treasury) Award published 17 December 1999 (312 I.G. 938).

The Award published 17 December 1999 commenced on the first full pay period beginning after 22 June 1999 and was enforceable thereafter for a period of 3 years.

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 18 December 1998 (308 I.G. 307) are set out in the attached Schedule A and take effect on 28 May 2001.

SCHEDULE A

Changes Made on Review Date of Effect: 28 May 2001

Provisions Modified

		Previous Form of Clause Last
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Award	Clause	Published at:	
		IG	Vol.
		Page	
Crown Employees (Technical Officers — Treasury) Award	6. Anti-Discrimination	New	
	7. Savings of Rights	312	941
	13. Area, Incidence and Duration	312	941
	Table 1 — Salaries	312	942

PART B

MONETARY RATES

Table 1 — Salaries

Classification	Per Annum Defined Salary Points (effective from first full pay period after 1 January 2001)
	\$
Technical Officers — Treasury, Grade 1	85,406
	89,213
	93,146
	97,018
Technical Officers — Treasury, Grade 2	98,596
	102,531

P. J. SAMS, *D.P.*

Printed by the authority of the Industrial Registrar.

(110)

SERIAL C0206**CROWN EMPLOYEES (STATE LIBRARY SECURITY STAFF)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 990 of 2001)

Before Mr Deputy President Sams

28 May 2001

REVIEWED AWARD**PART A****Arrangement****PART A**

Clause No	Subject Matter
1.	Definitions
2.	Title
3.	Parties to the Award
4.	Salaries
5.	Conditions of Employment
6.	Hours of Work
7.	Shift Loadings
8.	Incremental Progression
9.	Local Arrangements
10.	Grievance and Dispute Settling Procedures
11.	Anti Discrimination
12.	Savings of Rights
13.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 — Rates of Pay

1. Definitions

"The Crown Award" means the Crown Employees (Public Service Conditions of Employment) Award 1997.

"PEO" means Public Employment Office.

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

"The State Library" means the State Library of New South Wales.

2. Title

This award shall be called the Crown Employees (State Library Security Staff) Award.

3. Parties to the Award

The parties to the award are the PEO and the PSA.

4. Salaries

Salaries have been annualised to include shift penalties, except those for Public Holidays. Shift loadings for Public Holidays will be paid in the next available pay after working on a public holiday at the rate provided in the "Shift Work and Overtime" provisions of the Crown Award. The annualised salary rate will be the salary rate for all purposes including calculating overtime, holidays, leave loading, superannuation and long service leave.

The annualised salaries provided for in this award are based on current rosters as at 28 May 2001 and are calculated by using the shift loadings contained in the "Shift Work and Overtime" provisions of the Crown Award.

Staff employed under this award shall be eligible to receive the more favourable of leave loading or shift penalties when proceeding on recreation leave in accordance with the "Leave" provisions of the Crown Award.

Salaries paid to staff employed as Security Officers at the State Library will be as per Part B.

5. Conditions of Employment

Except as where varied by this award, conditions of employment shall be as provided for in the Crown Award.

Security staff will be granted five (5) Rostered Days Off in each twenty (20) week shift cycle. Accrual of hours will be as locally arranged. Rostered days off will be taken as per the roster. Up to three (3) rostered days off may be banked.

Security staff will work the weekends rostered to qualify them for the five (5) additional days leave provided for in the "Shift Work and Overtime" provisions of the Crown Award.

There will not be a separate payment for a Computer Allowance as computer skills and responsibilities have been taken into account in the job evaluation process.

First-aid allowances in line with the Crown Award will be paid to staff who acquire a first-aid certificate.

An approved uniform and accessories will be issued to each Security Officer and must be worn when on duty. Uniforms and accessories will be replaced on a needs basis as approved by the Security Co-ordinators.

Staffing levels will be determined to meet the security needs of the Library. The State Library will have in place recruitment strategies so that all vacant positions are filled as expeditiously as possible.

6. Hours of Work

Hours of work shall continue to be thirty five (35) hours per week worked over a seven (7) day roster.

7. Shift Loadings

The annualised salaries provided for in this Award are based on current rosters and are calculated by using the penalties contained in the "Shift Work and Overtime" provisions of the Crown Award.

8. Incremental Progression

Staff who have been employed as a Security Officer with the Library for more than twelve (12) months will be paid the second year rate effective from the anniversary date of appointment, subject to satisfactory attendance, conduct and performance of duties. An increment to the third year rate will become due after an additional twelve (12) months service, subject to satisfactory attendance, conduct and performance of duties. An increment to the fourth year rate will become due after an additional twelve (12) months service, subject to satisfactory attendance, conduct and performance of duties.

9. Local Arrangements

Payment of Security Licence fees will be as agreed between the State Library and Security Staff.

To accrue time for rostered days off, staff will take a forty five (45) minute meal break and commence shifts at a time seven (7) minutes before the listed starting time.

10. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the State Library, if required.
- (ii) A staff member is required to notify, in writing, their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days or as soon as practicable, of the matter being brought to attention.
- (iv) 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) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (v) The Department Head may refer the matter to the PEO for consideration.
- (vi) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in regard to the matter.
- (vii) A staff member, at any stage, may request to be represented by their union.
- (viii) The staff member or the union on their behalf, or the Department Head, may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (ix) The staff member, the union, the State Library and the PEO shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

11. 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 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.

Note: Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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.”

12. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector Salaries — January 2000) Award or an Award replacing that Award, employees of the State Library covered by this Award will maintain the same salary relationship to the rest of the public service. Any such increase will be reflected in this Award either by a variation to it or by the making of a new Award.

13. Area, Incidence and Duration

(i) This Award shall apply to all staff employed as Security Officers in the State Library

(ii) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (State Library Security Staff) Award published 25 February 2000 (313 I.G. 810) and all variations thereof.

(iii) The Award published 25 February 2000 had effect for a period of three (3) years from 22 April 1999 and the variation thereof incorporated herein on the date set out in Schedule A.

(iv) 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 18 December 1998 (308 I.G. 307) are set out in the attached Schedule B and take effect on 28 May 2001.

SCHEDULE A

Award and Variations Incorporated

Clause	Award/Variation Serial No.	Date of Publication	Date of taking Effect	Industrial Gazette Vol. Page	
Crown Employees (State Library Security Staff) Award	B7676	25.08.00	22.04.99	313	810
11. Anti-Discrimination	B7906	3.03.00	3.06.99	313	1131

SCHEDULE B

Changes Made on Review
Date of Effect: 28 May 2001

Provisions Modified:

Award	Clause	Previous Form of Clause Last Published at:	
		IG Vol.	Page
Crown Employees (State Library Security Staff Award)	4. Salaries	313	811
	5. Conditions of Employment	313	811
	7. Shift Loadings	313	812
	8. Incremental Progression	313	812
	9. Local Arrangements	313	812
	13. Area, Incidence and Duration	313	813
	Table 1 — Rates of Pay	313	813

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

The annualized salary rates as at 15 March 2001 as listed in Table 1 below. (These rates incorporate the 2% Crown award increases which were paid from 1 January 2000 and 1 January 2001).

The annualized salary rates incorporate shift penalties as per Clause 4, Salaries.

Year	Annualised Salary Rate per annum \$
1 st year	36,861
2 nd year	38,174
3 rd year	39,257
4 th year	40,440

P. J. SAMS, *D.P.*

Printed by the authority of the Industrial Registrar.

(193)

SERIAL C0363

CROWN EMPLOYEES (RESEARCH SCIENTISTS 2001) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3763 of 1999)

Before the Honourable Mr Deputy President Harrison

29 May and 6 June 1999

REVIEWED AWARD**PART A****Arrangement****PART A**

Clause No. Subject Matter

1. Title
2. Definitions
3. Salaries
4. Adjustment of Salaries
5. Increments and Progression
6. Calculation of Service
7. Anti-Discrimination
8. Grievance and Dispute Settling Procedures
9. Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 — Rates of Pay

1. Title

This award shall be known as the Crown Employees (Research Scientists 2001) Award.

2. Definitions

“Employee” means all persons permanently or temporarily employed under the provisions of the *Public Sector Management Act* 1988, who are appointed to the classification of Research Scientist, Senior Research Scientist or Principal Research Scientist under this award.

“Service” means continuous service. Future appointees will be deemed to have the years of service indicated by the salaries at which they are appointed.

“Department” means a department of the Public Service specified in Column 1 of Schedule 1 of the *Public Sector Management Act* 1988.

“Department Head” means a Department Head specified in Column 2 of Schedule 1 of the *Public Sector Management Act* 1988.

“Director General, Premier’s Department” means the Director General, Premier’s Department or nominee exercising the office of Commissioner for Public Employment under the *Public Sector Management Act* 1988.

“Research Scientist Classification Committee” means the Committee convened by the Director General, Premier’s Department, to make recommendations regarding the entry to, continuation, progression and regression in, and cessation from the classification of Research Scientist, Senior Research Scientist or Principal Research Scientist.

“Public Employment Office” means the employer for industrial purposes under the *Public Sector Management Act* 1988.

“Association” means the Public Service Association and Professional Officers’ Association Amalgamated Union of New South Wales

3. Salaries

- (a) The salary rates for the classifications of Research Scientist, Senior Research Scientist and Principal Research Scientist are set out in Table 1 of Part B, Monetary Rates, of this award.
- (b) Appointment to the classifications under this award is determined by the Director General, Premier’s Department.
- (c) An employee temporarily employed under the provisions of the *Public Sector Management Act* 1988 is paid the weekly equivalent of the annual salary prescribed in Table 1 — Salaries.

4. Adjustment of Salaries

The salaries of employees covered by this award are adjusted to the appropriate rate prescribed by this award on the basis of years of service. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this award.

5. Increments and Progression

In accordance with clause 16, Increments of Part 3, Conditions of Service of the Public Sector Management (General) Regulation 1996, the payment of an increment is subject to the satisfactory conduct of, and the satisfactory performance of duties by, the employee as determined by the appropriate Department Head.

Progression beyond an efficiency barrier and to Senior Research Scientist and to Principal Research Scientist is determined by the Director General, Premier’s Department.

6. Calculation of Service

In calculating years of service for the purpose of this award the following periods are not taken into account:

- (a) Any period in respect of which an increment is refused in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Management (General) Regulation 1996;
- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under sections 75 and 76 of Part 5, Discipline and conduct of officers of the Public Service, of the *Public Sector Management Act* 1988

7. Anti-Discrimination

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

(2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

(3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

(4) Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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.”

8. Grievance and Dispute Settling Procedures

(a) All grievances and disputes relating to the provisions of this award are to be dealt with initially as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.

(b) An employee is required to notify in writing their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

(c) The immediate manager must convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.

(d) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager must respond within two working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.

(e) The Department Head may refer the matter to the Public Employment Office for consideration.

(f) If the matter remains unresolved, the Department Head must provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

(g) An employee, at any stage, may request to be represented by their union.

(h) The employee or the union on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.

(i) The employee, union, department and Public Employment Office agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.

(j) Whilst the procedures outlined above are being followed, normal work undertaken prior to notification of the dispute or difficulty continues unless otherwise agreed between the parties. In a case involving occupational health and safety, if practicable, normal work proceeds in a manner which avoids any risk to the health and safety of any employee or member of the public.

9. Area, Incidence and Duration

This award applies to employees defined in clause 3, Definitions.

Employees are entitled to the conditions of employment provided by this award and by the *Public Sector Management Act* 1988, the Public Sector Management (General) Regulation 1996. The provisions of the Crown Employees (Public Service Conditions of Employment) Award 1997 and Crown Employees (Public Sector — Salaries January, 2000) Award or any replacement award, also apply to employees covered by this award, except where specifically varied by this award.

The salary rates in Table 1 — Salaries, of Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector — Salaries January, 2000) Award and any variation or replacement award.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Research Scientists) Award published 17 October 1984 (235 IG 325) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on and from 29 May 2001.

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

The salary rates took effect from the first pay period to commence on or after 1 January 2001.

Salaries	Per year \$
Research Scientist	
1 st year of service	51,717
2 nd year of service	54,375
3 rd year of service	57,234
4 th year of service	59,604
Efficiency Barrier	
5 th year of service	62,504

6 th year of service	65,039
7 th year of service	67,610
Senior Research Scientist	

1 st year of service	68,931
2 nd year of service	70,996
3 rd year of service	73,182

Efficiency Barrier

4 th year of service	75,444
5 th year of service	77,912

Principal Research Scientist

1 st year of service	80,499
2 nd year of service	82,340
3 rd year of service	84,431

R. W. HARRISON, *D.P.*

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(089)

SERIAL C0397

CROWN EMPLOYEES (NURSES, DEPARTMENT OF JUVENILE JUSTICE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 979 of 2001)

Before the Honourable Mr Deputy President Harrison

30 May and 21 June 2001

REVIEWED AWARD

1. ARRANGEMENT

Clause No	Subject Matter
10.	Additional Annual Leave
11.	Annual Leave Loading
19.	Area Incidence and Duration
7.	Casual Employees
2.	Definitions
3.	General Conditions of Employment
16.	Grievance and Dispute Resolution Procedures
4.	Hours of Duty
14.	Higher Duties Allowance
12.	Meals and Meal Breaks
17.	No Extra Claims
5.	Notice of Change of Roster
8.	Part Time Employment
13.	Rates of Pay
6.	Rostered Days Off
18.	Savings Clause
9.	Shift Work and Overtime
15.	Uniform and Protective Clothing

PART B

MONETARY RATES

Table 1 — Salaries

Table 2 — Other Rates and Allowances

2. DEFINITIONS

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

“Act” means the *Public Sector Management Act* 1988.

“Association” means the New South Wales Nurses’ Association of 43 Australia Street, Camperdown, New South Wales.

“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 local criteria.

"Clinical Nurse Consultant 1" means a registered nurse appointed as such to a position approved by the Department of Juvenile Justice, who has had at least five years full time equivalent post-basic registration experience and in addition who has approved post registration nursing qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the Department of Juvenile Justice.

"Clinical Nurse Consultant 2" means a registered nurse appointed as such to a position approved by the Department of Juvenile Justice, who has had at least five years full time equivalent post-basic registration experience, with at least three years full time equivalent experience in a specialty field. In addition, the nurse must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the Department of Juvenile Justice. 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 3" means a registered nurse appointed as such to a position approved by the Department of Juvenile Justice, who has had at least seven years full time equivalent post-basic registration experience, with at least five years full time equivalent experience in a specialty field. In addition, the nurse must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the Department of Juvenile Justice. 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 an employee 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.

“Department” for the purposes of this award means the New South Wales Department of Juvenile Justice as listed in Schedule 1 of the Act.

“Employee” means, for the purposes of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed within the Department of Juvenile Justice.

“Employer”, for the purposes of this award means the Public Employment Office

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

Manager, Nursing/Health Services” means a registered nurse who is responsible for the overall management of nursing services in the Department of Juvenile Justice system.

"Nursing Unit Manager" means a registered nurse in charge of a ward, clinic or unit or group of wards, clinics or units in a Juvenile Justice facility/service and shall include:

"Nursing 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 Juvenile Justice 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.

“Nursing Unit Manager Level 2”, whose responsibilities in relation to patient services ward, clinic or unit management and staff management are in excess to those of a Nursing Unit Manager Level 1.

“Nursing Unit Manager Level 3” whose responsibility in relation to patient services ward, clinic or unit management and staff management are in excess of those of a Nursing Unit Manager Level 2.

“Registered Nurse” means a person registered by the Nurses’ Registration Board as such.

“Regulation” means the Public Sector Management (General) Regulation 1996.

“Shift Worker” means an employee who is not a day worker as defined.

3. GENERAL CONDITIONS OF EMPLOYMENT

Except as otherwise provided in this award, Department of Juvenile Justice employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants. That is, the conditions of employment covering persons employed in organisations listed in Schedule 1 of the *Public Sector Management Act* 1988 and the Regulation and as contained from time to time in the Public Service Personnel Handbook and the Crown Employees (Public Service Conditions of Employment) Award 1997 as amended from time to time. The conditions of employment referred to above include but are not limited to annual leave, long service leave, sick leave and parental leave.

4. HOURS OF DUTY

- (a) The ordinary hours of work for full time employees, “day workers”, as defined in clause 2 of this award, shall be an average of 38 per week to be worked Monday to Friday inclusive in each 28-day roster cycle.
- (b) The ordinary hours of work for “shift workers”, as defined in clause 2 of this Award, shall not exceed an average of 38 hours per week in each 28-day roster cycle.

5. NOTICE OF CHANGE OF ROSTER

A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change. Where a change occurs with less than 24 hours notice, all time worked outside that shown on the employee’s roster (prior to alteration) shall be paid for at overtime rates.

6. ROSTERED DAYS OFF

- (a) The hours of work prescribed in clause 4 above, shall be worked on the basis of a rostered day off in each 20 working days of a 28-day roster cycle. Employees shall accrue 0.4 of an hour each 8-hour day towards having the 20th day off with pay, subject to subclauses (c) and (d) of this clause.
- (b) An employees rostered day off shall be determined by the Department having regard to the needs of its operation. Where practicable, rostered days off shall be consecutive with other days off.
- (c) Once set the rostered day off may not be changed in a current 28 day roster cycle without agreement between the employee and his or her supervisor unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the rostered day off is changed another day shall be substituted in the current cycle. Should this not be practicable the rostered day must be given and taken in the next roster cycle.
- (d) The maximum number of rostered days off prescribed in subclause (a) shall be 12 days per year. There shall be no accrual of rostered days off. Where an employee's rostered day off falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (e) Part-time employees, due to the terms of engagement, are paid for all time worked as there is no accrual of time for rostered days off.

7. CASUAL EMPLOYEES

- (a) A casual employee is one engaged on an hourly basis otherwise than as a full-time or part-time employee.
- (b) A casual employee may only be engaged in the following circumstances:
 - (i) For short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the centre;
 - (ii) On escort duties;
 - (iii) In place of another employee who is absent; or
 - (iv) In an emergency.
- (c) A casual employee shall be paid on an hourly basis of one thirty eighth of the appropriate rate prescribed plus 15 per centum thereof with a minimum payment of four (4) hours for each engagement.
- (d) A casual employee shall be entitled to shift allowances where a shift commences prior to 6 a.m. or finishes subsequent to 6 p.m.
- (e) For weekend and public holiday work, casual employees shall in lieu of all other penalty rates and the 15% casual loading receive the following rates;
 - (i) Time and one half for work between midnight Friday and midnight Saturday;
 - (ii) Time and three quarters for work between midnight Saturday and midnight Sunday; and
 - (iii) Double time and one half for work on a public holiday.
- (f) On termination a casual employee shall be paid 1/12th of ordinary earnings in lieu of recreation leave.
- (g) A casual employee's employment may be terminated for any reason by the giving of one hours' notice by either party.

8. PART TIME EMPLOYMENT

- (a) The Department is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources for the Department's operation and be of benefit to staff.
- (b) Part-time arrangements must be acceptable to both the Department and the employee and shall be in accordance with the Flexible Work Practices Policy and Guidelines issued by the Public Employment Office.
- (c) For the purposes of this award, a part time employee is one appointed to work a specified number of hours each week, up to thirty two (32) hours in any full week of seven days.
- (d) Part time employees shall be paid an hourly rate calculated on the basis of one thirty eighth of the appropriate rate prescribed with a minimum payment of four (4) hours for each start.
- (e) In an emergency part-time employees may work more than thirty two in one week and in each such case will be paid for the hours actually worked.
- (f) Where a part-time employee works more hours than the rostered ordinary hours of work for full-time employees engaged on a shift they shall be paid overtime at the appropriate rate prescribed. Where there are no such full-time employees on that shift in the centre concerned, all time in excess of 8 hours per day, shall be paid for at the appropriate rate prescribed.
- (g) Unless stated otherwise in this award, part-time employees shall be entitled to all other benefits of this award in proportion to their ordinary hours of work.

9. SHIFT WORK AND OVERTIME

Shift work and overtime shall be paid in accordance with clause 15 of the Crown Employees (Public Service Conditions of Employment) Award 1997. Furthermore shift workers shall receive the entitlement set out in paragraph 15(ii)(h) of that award, where applicable.

10. ADDITIONAL ANNUAL LEAVE

- (a) (i) This clause does not apply to part time employees.
- (ii) Subject to subclause (iii) hereunder, employees rostered to work their ordinary hours on Sundays and/or public holidays shall, on completion of a qualifying period as defined hereunder, be credited with additional annual leave on the following basis:

Number of ordinary 8-hour shifts worked on Sundays and/or public holidays during a qualifying period	Additional Leave
4 to 10.....	1 day additional annual leave
11 to 17	2 days additional annual leave
18 to 24	3 days additional annual leave
25 to 31	4 days additional annual leave
32 or more.....	5 days additional annual leave

“Qualifying period” for the purpose of this award shall mean the period of twelve months concluding on the day prior to the anniversary of the date of employment of an employee.

- (iii) Provided that, on termination of employment, an employee shall be entitled to be credited with additional leave accrued in respect of an uncompleted qualifying period in accordance with the above scale.
- (b) Where the employer and employee so agree, the employee may receive, in lieu of the additional leave

prescribed in subclause (a) above, payment at the rate of one-fifth of one week's ordinary salary for each additional days leave to which the employee is entitled, provided, however, that an employee seeking the employer's agreement to such payment must apply to the employer in writing three months prior to the date of his/her entitlement under subclause (ii) above.

11. ANNUAL LEAVE LOADING

- (a) Employees under the terms of this award (other than casual employees and those specified in subclause (b) of this clause), are entitled to the payment of an annual leave loading of 17.5% on the monetary value of 4 weeks annual leave.
- (b) Shift workers employed under this award shall be paid, when proceeding on annual leave, either:
 - (i) the shift premiums and penalty rates they would have received had they not been on annual leave, or
 - (ii) 17.5% loading on the monetary value of four weeks ordinary pay, plus 17.5% loading on the whole of the additional annual leave to which they are entitled under clause 10, Additional Annual Leave, of this award,

whichever is the greater.

- (c) In addition to (a) and (b) of this clause, the provisions of the Crown Employees (Public Service Conditions of Employment) Award 1997, Clause 14 Leave, subclause (v)(d) to (f) shall also apply.

12. MEALS AND MEAL BREAKS

Meals and meal breaks are to be taken, due to the direct care nature of work, with and at the allocated meal times for clients in care. However where practicable to the operation of a centre, local arrangements with the management may be substituted.

13. RATES OF PAY

The minimum rates of pay per week to be paid to employees shall be set out in Part B Monetary Rates of this award.

14. HIGHER DUTIES ALLOWANCE

- (a) Employees covered by this award are entitled to be remunerated at a higher level for assuming the duties and responsibilities of a more senior position, provided that the minimum period of relief is one full eight-hour shift.
- (b) The allowance payable shall be calculated on the basis of the minimum salary applicable to the higher position.
- (c) A registered nurse who is designated to be in-charge of a ward, unit or clinic during the day, evening or night shifts when the Nursing Unit Manager is not rostered for duty shall be paid an allowance as set out in Table 2 of Part B per shift.

15. UNIFORM AND PROTECTIVE CLOTHING

- (a) Sufficient and serviceable uniforms or overalls shall be supplied, free of cost, to each employee required to wear them; provided that any employee to whom a new uniform or part of a uniform has been supplied by the Department who without good reason, fails to return the corresponding article last supplied, shall not be entitled to have the article replaced without payment at a reasonable price.

- (b) An employee on leaving the Department shall return any uniform or part thereof supplied by the Department, which is still in use, by that employee immediately prior to leaving.
- (c) If the uniform of an employee is not laundered at the expense of the Department, an allowance set out in Part B monetary rates of this Award shall be paid to the employee.
- (d) The uniform allowance is payable to full-time and part-time employees but shall not be paid to casual employees.
- (e) Each employee whose duties require him/her to work in the rain will be supplied with suitable protective clothing upon request.
- (f) Each employee whose duties require him/her to work near machinery shall be supplied with appropriate protective clothing and equipment.

16. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- (a) Grievance Procedures—
 - (i) A grievance is any work related problem or concern or complaint raised by an employee that affects people as individuals (rather than say as a member of a classification or an employee in a particular workplace).
 - (ii) Where individuals have a grievance the matter may be dealt with in terms of the Department's Grievance Resolution Policy and Procedures.
 - (iii) Where a matter relates to a concern about employment conditions for an employee(s) covered by this award, then it should be dealt with in terms of the Dispute Resolution Procedures.
- (b) Dispute Resolution Procedures—
 - (i) The intent of this procedure is to ensure that industrial matters or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. For the purposes of this procedure industrial matters or disputes are distinguished from grievances dealt with under departmental grievance handling procedure eg. complaints of discrimination.
 - (ii) When a dispute arises, or is considered likely to occur, the following procedures are to be followed:
 - (a) When a dispute arises at a particular work location, discussions should be held between the employee(s) concerned and the immediate supervising officer;
 - (b) failing resolution of the issues at that level, further discussions should take place between the employee(s), the relevant local delegate or employee representative and the supervising officer or manager;
 - (c) if the dispute remains unresolved the local delegate should refer the matter to an Association official who will confer with the Manager of the Centre, Unit or the department's operation in question;
 - (d) if the matter still remains unresolved the association official should confer with the relevant Cluster Director: and
 - (e) if the dispute is not resolved, the matter is to be referred to the Industrial Relations Officer or the Manager Human Resources who will assume responsibility for liaising with the Senior Executive of the Department and advise the Association of the Department's final position.
 - (f) nothing in this subclause shall interfere with the Association's right to assist any of its

members at any stage of the dispute resolution process.

- (iii) In cases where a dispute is premised on an issue of safety, and is unable to be quickly resolved at the local level, the matter may be referred to the Industrial Relations Officer, the Occupational Health and Safety Coordinator or the Manager, Human Resources for urgent consultation with the Association with a view to resolving such safety issue.
- (iv) Whilst the procedures are being followed, work bans, limitations or any stoppages of work should not take place.
- (v) 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:
 - (i) immediately before the issue arose; or
 - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.
 - (iii) The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
 - (vi) Throughout all stages of these procedures, adequate records must be kept of all discussions.
 - (vii) Reasonable time limits must be allowed for discussion at each step of the procedure.
 - (viii) If the matter remains unresolved at the completion of all steps to the procedure it may be referred to the NSW Industrial Relations Commission.

17. NO EXTRA CLAIMS

The Association undertakes not to pursue any new salaries or conditions claims arising from negotiation of productivity and efficiency improvements covered by the Memorandum of Understanding between the NSW Government and the Association dated 2 March 2000.

18. SAVINGS CLAUSE

No employee is to suffer a loss in salary or conditions as a result of the implementation of this award.

19. AREA, INCIDENCE AND DURATION

- (a) This award applies to all employees as defined in Clause 2 Definitions, employed within the Department.
- (b) This award replaces the following industrial instruments:
 - (i) The Juvenile Justice (NSW) Enterprise Agreement, 1994 - Health and Research Employees Association (NSW) in so far as it applies to nurses, and
 - (ii) Nurses Determination, Department of Family and Community Services (No.883 of 1990).
- (c) This award replaces the Crown Employees (Nurses, Department of Juvenile Justice) Award published 17 December 1999 (312 I.G 929), and shall take effect from the beginning of the first pay period to commence on or after 1 January 1999 and shall remain in force thereafter until 31 December 1999.
- (d) In relation to the positions of Clinical Nurse Consultants Grades 1,2,3, Nursing Unit Managers Levels 1,2,3 and the position of Manager, Nursing/Health Services which appear in Clause 2, Definitions, and in relation to Clause, 14 Higher Duties Allowance, subclause (c) it shall take effect the first pay period to commence on or after 30 November 2000.

PART B

MONETARY RATES**Table 1—Salaries**

	Per week \$
Enrolled Nurse	
First year of service	533.90
Second year of service	553.00
Third year of service	579.50
Fourth year of service	603.70
Thereafter	620.60
Registered Nurse -	
First year of service	643.10
Second year of service	663.00
Third year of service	699.30
Fourth year of service	735.50
Fifth year of service	774.10
Sixth year of service	812.20
Seventh year of service	850.80
Eighth year of service	894.50
Clinical Nurse Specialist	931.30
Clinical Nurse Consultant (appointed prior to 31/12/99)	1145.20
Clinical Nurse Consultant	
Grade 1 1 st year	1111.70
2 nd year	1132.70
Grade 2 1 st year	1155.40
2 nd year	1178.00
Grade 3 1 st year	1223.40
2 nd year	1246.00
Nursing Unit Manager	
Level 1	1124.40
Level 2	1178.40
Level 3	1210.10
Manager, Nursing/Health Services	
First Year of Service	1540.50
Second Year of Service	1563.40

Table 2— Other Rates and Allowances

Uniform Allowance	4.92 per week
In Charge Ward, unit or clinic in absence of NUM	15.15 per shift

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1326)

SERIAL C0333

NEW SOUTH WALES LOTTERIES CORPORATION (SALARIES AND ALLOWANCES) 2000 AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of award review pursuant to section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1153 of 2001)

Before The Honourable Mr Deputy President Harrison

6 April and 7 May 2001

REVIEWED AWARD**PART A****1. ARRANGEMENT**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intention
4.	Salaries
5.	Allowances
6.	No Extra Claims
7.	Anti- Discrimination
8.	Grievance and Dispute Resolution
9.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 – Salaries

Table 2 - Allowances

2. DEFINITIONS

In this Award:

“Act” means the *State Owned Corporations Act* 1989.“The Corporation” means the New South Wales Lotteries Corporation which was established as a Statutory State Owned Corporation under the Act by the *New South Wales Lotteries Corporatisation Act* 1996.

“Chief Executive Officer” means the Chief Executive Officer of NSW Lotteries Corporation as defined by the Act.

“Association” means the Public Service Association and Professional Officers’ Association Amalgamated Union of New South Wales.

“Employee” means:

- a) “Full-time Employee” a person employed on ordinary hours of work on a regular ongoing basis, either under a flexible working hours arrangement or in rostered shiftwork.
- b) “Part-time Employee” a person employed for less than the ordinary hours of work of an equivalent full-time employee and who has regular employment on an ongoing basis, either under a flexible working hours arrangement, or under an agreed fixed starting and finishing times arrangement, or in rostered shiftwork.
- c) “Temporary Employee” a person employed for a limited and specified period of up to twelve months in duration, except where extended with the approval of the Chief Executive Officer or delegate.
- d) “Casual Employee” a person employed on an irregular, intermittent and hourly basis.

“Crown Employees Award” means the *Crown Employees (Public Sector -Salaries January 2000) Award* which award was made by the Industrial Relations Commission of New South Wales on 21 March 2000.

“Memorandum of Understanding” means the document agreed between the New South Wales Government and the Health and Research Employees’ Association of NSW, NSW Nurses’ Association, Public Service Association and Professional Officers’ Association Amalgamated Union of New South Wales, and Labor Council of NSW entered into on 2 March 2000.

3. INTENTION

- a) The employees of the Corporation covered by this Award will receive salaries and salary increases not less than those received by the employees covered by the Crown Employees Award.
- b) Should the Industrial Relations Commission of NSW increase the salary rates for the employees covered by the Crown Employees Award or an award replacing that award, then the Corporation will pay the higher amount in lieu of salary rates in this award. Such higher salary rates shall be paid from the date awarded by the Industrial Relations Commission of New South Wales.

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

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

4. SALARIES

- a) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- b) The salaries prescribed in Part B, Monetary Rates, of this Award, reflect increases specified below:

Date of Salary Variation - The First Full Pay Period to Commence on or After	Percentage Increase in Rate of Salary
1 January 2001	2%

- c) Salary Sacrifice to Superannuation
 - (i) Notwithstanding the salaries prescribed by Clause 4 Salaries, and Table 1 - Salaries of Part B

Monetary Rates, of this Award, an employee may elect, subject to the agreement of the Corporation to sacrifice a portion of the salary payable under Clause 4 Salaries and Part B of 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 must not exceed thirty (30) percent of the salary payable under Clause 4 or thirty (30) 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 or Act which is expressed to be determined by reference to an employee’s salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 4 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 Corporation’s agreement paid into a private sector complying superannuation scheme as employer superannuation contributions.

- (iv) Where an employee elects to salary sacrifice in terms of Clause (iii) above, the Corporation will pay the sacrificed amount into the relevant superannuation fund.

- (v) Where the employee is a member of a superannuation scheme established under:

(a) the *Superannuation Act* 1916;

(b) the *State Authorities Superannuation Act* 1987;

(c) the *State Authorities Non-contributory Superannuation Act* 1987; or

(d) the *First State Superannuation Act* 1992;

the Corporation 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.

- (vi) Where, prior to electing to sacrifice a portion of their salary to superannuation, an employee had entered into an agreement with the Corporation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (v) above, the Corporation will continue to base contributions to that fund on the salary payable under Clause 4 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Corporation may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

5. ALLOWANCES

(A) Allowance

First-aid Allowances

- (i) An allowance prescribed in (i) of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid to employees appointed as First-aid Officers who are holders of a current First-aid certificate.
- (ii) An allowance prescribed in (ii) of the said Table 2, shall be paid to an employee appointed as a First-aid Officer who is a holder of a current Occupational First-aid certificate or a qualification deemed equivalent in the Occupational Health and Safety (First-aid) Regulation 1989, in lieu of the allowance set out in (i) of the said Table 2.

Community Language Allowance

- (i) An allowance prescribed in (iii) of Table 2 shall be paid to employees appointed as Community Language Allowance recipients who possess a basic level of competence in a community language and who work in locations where their community language can be utilised to assist clients and:
 - have passed a test conducted by an accredited organisation;
 - are not employed as interpreters and translators; and
 - are not employed in those positions where particular language skills are an integral part of essential requirements of the position.
- (ii) Employees who qualify receive only one allowance regardless of the number of languages spoken.

(B) Increases

Such related allowances shall be increased during the term of this award by the rates and from the first pay period on or after the dates detailed hereunder:

2% - 1 January 2001.

6. NO EXTRA CLAIMS

- a) The pay increase provided under this award arises from the agreement of the parties as contained in the Memorandum of Understanding. This Memorandum of Understanding will be used as the basis to consider a reform agenda specific to the Corporation, to be agreed between the Association and the Corporation.
- b) The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the agreement referred to in subclause (a) of this Clause.
- c) The no extra claims commitment does not preclude any claims that may arise following the adoption of a new Equal Remuneration Principle by the Industrial Relations Commission of New South Wales.

7. 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 and age.
- 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 discriminatory effect.

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

NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
 “Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

8. GRIEVANCE AND DISPUTE RESOLUTION

Any dispute between employee(s), the Association and the Corporation should follow the steps below. In addition, the underlying principles relating to the resolution of grievances should be followed in dealing with disputes. The *Industrial Relations Act 1996* specifies that normal work must continue while these procedures are being followed. If a health or safety risk is present, the Human Resources Manager should be notified for appropriate assessment and action.

- Step 1 Employee(s) or the Association representative should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible.
- Step 2 If the dispute is not resolved, the employees or Association representative may request another meeting where the Corporation will be represented by the immediate supervisor and the next level manager.
- Step 3 All unresolved disputes will be referred to the Corporation’s Human Resources Manager who will attempt to further mediate the dispute.
- Step 4 If the dispute is unresolved, the employee(s) or Association representative may approach the Director Corporate Services to resolve the dispute. Where the grievance has industrial or human resource implications, the Director Corporate Services should seek the advice of the Chief Executive Officer.
- Step 5 If the dispute is still unresolved, the employee(s), the Association or the Corporation may refer the dispute to the Industrial Relations Commission of New South Wales.

9. AREA, INCIDENCE AND DURATION

- a) This Award applies to employees of the Corporation as defined in clause 2 Definitions of Part A of this award.
- b) Employees are entitled to the provisions of this award and to the provisions of the New South Wales Lotteries Corporation (Conditions of Employment) 1998 Award made 6 April and 7 May 2001.
- c) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the New South Wales Lotteries Corporation (Salaries and Allowances) 2000 Award published 10 November 2000 (320 IG 147).
- d) This award takes effect on and from 7 May 2001 and remains in force thereafter until 31 December 2001, this being the unexpired term of the award.

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

The rates detailed are to apply from the first pay period after the dates detailed hereunder:

Old Classification/ Grade Clerical Officers Grade 1-2	New Pay Step	1/1/2001 2% increase
1st Year Under 17	1	16,078
2nd Year or 17	2	19,344
3rd Year or 18	3	23,298
4th Year or 19	4	24,868
5th Year or 20	5	26,802
6th Year or 21	6	27,534
7th Year	7	28,699
8th Year	8	29,219
9th Year	9	29,944
10th Year	10	31,051
11th Year	11	32,176
12th Year	12	33,365

Old Classification/ Grade Clerks Grades 1 – 12	New Pay Step	1/1/2001 2% increase
Grade 1		
1st Year	13	35,203
Thereafter	14	36,238

Old Classification/ Grade Clerks Grades 1 – 12	New Pay Step	1/1/2001 2% increase
Grade 2		
1st Year	15	37,248
Thereafter	16	38,269
Grade 3		
1st Year	17	39,355
Thereafter	18	40,541
Grade 4		
1st Year	19	41,808
Thereafter	20	43,092
Grade 5		
1st Year	21	46,456
Thereafter	22	47,922
Grade 6		
1st Year	23	49,800
Thereafter	24	51,260
Grade 7		
1st Year	25	52,795
Thereafter	26	54,375
Grade 8		
1st Year	27	56,640
Thereafter	28	58,440
Grade 9		
1st Year	29	60,182
Thereafter	30	61,874
Grade 10		
1st Year	31	64,401
Thereafter	32	66,319
Grade 11		
1st Year	33	69,606
Thereafter	34	72,558
Grade 12		
1st Year	35	77,103
Thereafter	36	80,499

Classification/Grade	1/1/2001 2% increase
Display Officer	
1st Year	38,629
2nd Year	40,134
3rd Year	41,808
4th Year	43,092
5th Year	44,783

Table 2 - Allowances

The rates shown are to apply from the first pay period on or after the dates detailed hereunder:

Allowance	1/1/2001 2% increase
i) First-aid	505
ii) Occupational First-aid	761
iii) Community Language	787

R. W. HARRISON *D.P.*

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(026)

SERIAL C0229

NEW SOUTH WALES LOTTERIES CORPORATION (CONDITIONS OF EMPLOYMENT) 1998 AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of award review pursuant to section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1152 of 2001)

Before The Honourable Mr Deputy President Harrison

6 April and 7 May 2001

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2 DEFINITIONS - GENERAL

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

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

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

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

"2000 Salaries Award" means the *NSW Lotteries Corporation (Salaries and Allowances) 2000 Award* published 15 May 2000 (320 IG 147).

"Employee" means a Full-time employee, Part-time employee or Temporary employee as defined below but excluding Casual employee and Executive or Specialist staff employed under an individual contract of employment.

"Full-time employee" is a person employed on ordinary hours of work on a regular ongoing basis, either under a flexible working hours arrangement or an agreed fixed starting and finishing times arrangement, or in rostered shiftwork.

"Part-time employee" is a person employed for less than the ordinary hours of work of an equivalent full-time employee and who has regular employment on an ongoing basis, either under a flexible working hours arrangement, or under an agreed fixed starting and finishing times arrangement, or in rostered shiftwork.

"Temporary employee" is a person employed for a limited and specified period of up to twelve months in duration, either on a full-time or part-time basis, except where extended with the approval of the Chief Executive Officer or delegate.

"Casual employee" is a person employed on an irregular, intermittent and hourly basis without any commitment from either party to an ongoing employment relationship.

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

- Hours for employees under Clause 5 Flexible Working Hours conditions;
- 7 Hours for employees, other than Security Officers, working under Clause 7.2 Shift Allowance conditions;
- 8 Hours for Security Officers working under Clause 7.1 Shift Allowance conditions; or

- 10 Hours for employees working under Clause 8, 12 Hour Shift Work conditions.

"Ordinary Hours of Work" shall be 35 hours per week, or an average of 140 hours in a four week period, with the exception of Security Officers whose ordinary hours of work shall be 38 -hours per week, or an average of 152 hours in a four week period.

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

"Public Holiday" means the days prescribed under Clause 9 of this Award as Public Holidays.

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

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

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

"Human Resources Manual" means the NSW Lotteries' Human Resources Management Policy and Procedures Manual.

"Seven Day Shift workers" means employees whose shift arrangement involves work over the full seven day week, 365 days per year.

3 CONTRACT OF EMPLOYMENT

3.1 GENERAL

- (a) Employment (other than for casuals) will be on a fortnightly basis.
- (b) Employment will be on a full-time/part-time, temporary or casual basis.
- (c) All employees of the Corporation covered by this Award will work where nominated from time to time by the Chief Executive Officer or delegate.
- (d) All employees will be required to perform the full range of related work activities equivalent to their positions. In addition, the Corporation may direct an employee to carry out such duties as are within the employee's skill, competence and training provided that such duties are not to be used as a means of de-skilling the employee.
- (e) For the purposes of meeting the business needs of the Corporation, the Chief Executive Officer or delegate may require any employee to work reasonable overtime including work on Saturdays, Sundays and Public Holidays or shift work at the rates prescribed by this Award.
- (f) Whenever a staff member (or the Association on behalf of a member) is dissatisfied with any circumstance of employment, the Grievance and Dispute Resolution Procedures prescribed in Clause 23 shall be followed.
- (g) Employees will be expected to be committed to corporate values; the achievement of corporate goals including provision of quality customer service; and demonstrate a willingness to participate in continuous improvement programs.
- (h) Except as otherwise specified in this Award, an employee shall bear the cost of travel to and from work.

- (i) Where an employee is supplied with clothing and/or equipment in relation to their work, such clothing or equipment must be used in conformance with prevailing occupational health and safety standards.

3.2 HOURS OF WORK

- (a) The standard hours of work to be observed shall be from 8.30 am to 4.30 pm to be worked Monday to Friday inclusive.
- (b) Where employees observe flexible working hours, the provisions of Clause 5-Flexible Working Hours shall apply.
- (c) No employee is to work for more than five hours without a meal break. Such meal breaks shall be unpaid.
- (d) Where employees work under rostered shiftwork, the provisions of Clause 7 shall apply, excepting employees working under a rostered 12 hour shiftwork arrangement where Clause 8 shall apply.

3.3. PART- TIME WORK AND JOB SHARING

Any request by an employee for a part-time work or job sharing arrangement, or other variation to full-time employment, will be genuinely considered by the Corporation.

3.4 TEMPORARY EMPLOYEES

- (a) A temporary employee shall be employed according to the conditions of this Award for a limited and specified period up to twelve months.
- (b) A temporary employee may not be employed for a continuous period in excess of twelve months - unless approved by the Chief Executive Officer or delegate.

3.5 CASUAL EMPLOYEES

- (a) Casual employees have no entitlement to any award provision other than those contained in this subclause.
- (b) A casual employee shall receive an hourly rate of one thirty-fifth of the appropriate weekly rate of salary, plus a casual loading of 12 ½ % - which is in lieu of all other entitlements specified in this Award, plus compensation of 4/48ths of earnings for annual holiday pay
- (c) A casual employee who is employed as a Security Officer shall receive an hourly rate of one thirty-eighth of the appropriate weekly rate of salary plus a casual loading of 15% - which is in lieu of all other entitlements specified in this Award, plus compensation of 4/48ths of earnings for annual holiday pay.
- (d) Casual employees are engaged on an hourly basis and paid accordingly.
- (e) Casual employees will be paid fortnightly for hours worked.
- (f) Where the period of engagement on any one day exceeds five hours an unpaid meal break of at least half an hour must be taken.
- (g) Casual employees will be entitled to payment for overtime in accordance with the provisions of this Award only when the contracted hours per day are exceeded.
- (h) Casual employees are entitled to long service leave as provided for in the *Long Service Leave Act 1955*.

3.6 SPECIAL WORK REQUIREMENTS - ALLOWANCES

- (a) The Chief Executive Officer may approve the payment of a specialist, skill shortage or market allowance to employees with specific skills required by the Corporation.
- (b) The Chief Executive Officer may approve the payment of additional allowances to an individual employee where there are special work requirements or unusual circumstances.

3.7 TERMINATION OF EMPLOYMENT

- (a) Employment may be terminated by either party (the employee or the Corporation) by giving two weeks written notice.
- (b) The Corporation may give two weeks pay in lieu of notice.
- (c) If an employee fails to give two weeks notice, two weeks pay will be forfeited, except in exceptional circumstances.
- (d) Employees who have given or been given notice, and absent themselves from duty without acceptable proof (the onus of proof lies with the employee) will be deemed to have abandoned employment and will only be paid for any work performed during the period of notice.

4 SALARIES

4.1 RATES OF PAY

The rates of pay will be as prescribed by the **2000 Salaries Award**.

4.2 JOB EVALUATION

The rates of pay to be paid to employees of the Corporation, as prescribed by the **2000 Salaries Award**, will be based on evaluations conducted in accordance with an agreed job evaluation methodology.

4.3 INCREMENTS

(a) Payment

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

(b) Deferral

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

5 FLEXIBLE WORKING HOURS

5.1 GENERAL

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

5.2 HOURS WORKED

- (a) An individual employee may select starting and finishing times from day-to-day within the bandwidth, subject to core time.
- (b) Where on any day it appears that work will not be available for an employee prior to a specified time, not being a time later than the commencement of standard hours, nothing in 5.2(a) shall prevent the employee being directed not to commence work prior to such specified time.
- (c) All employees shall be entitled to work their minimum daily contract hours on any day.
- (d) The Corporation may require an employee to work the minimum daily contract hours on any day.
- (e) An employee may only accumulate credit hours in excess of the minimum daily contract hours where the supervisor is satisfied that work is available and it is convenient to the Corporation for the employee to work.
- (f) Nothing in this Clause shall prevent the Corporation requiring an employee or group of employees to revert to working standard hours pursuant to 3.2 (a) where it is evident that an employee or group of employees is not observing the conditions of this Clause and associated administrative instructions, or not maintaining a satisfactory level of conduct or performance of work.

5.3 BANDWIDTH

- (a) Bandwidth is the period during the day when an employee may record time worked.
- (b) The maximum bandwidth shall be ten and a half hours, the earliest starting time being 7.30 a.m. and the latest finishing time being 6.00 p.m.
- (c) Time may be credited to an employee for attendance outside this bandwidth, if a prior mutual agreement is reached between the employee and the supervisor for each occasion, and approved by the divisional head.

5.4 CORETIME

- (a) Coretime is the period during the day when all employees are required to be at work, unless on authorised leave.
- (b) The luncheon period is not part of coretime.
- (c) Coretime shall be a period between 9.30 a.m. and 3.30 p.m.
- (d) Where exceptional personal circumstances can be demonstrated, coretime may be varied by agreement between an employee and the supervisor/ manager and approved by the divisional head for a specified period. Such an arrangement will be subject to review at no greater than six monthly intervals.

5.5 LUNCHEON PERIOD AND MEAL BREAKS

- (a) An employee shall be entitled to take a luncheon period of one hour during the span 11.30 am to 2.30 pm.
- (b) An employee may extend the luncheon period to a maximum of 2½ hours, but only with the prior approval of the supervisor. Such an extension must not prevent the proper functioning of the Corporation or the specific work area to which the employee is attached.
- (c) An employee may reduce the luncheon break on the basis that a minimum period of 30 minutes is taken.
- (d) An employee will not be required to be at work for more than five hours from the time of commencement without a luncheon break.

5.6 CONTRACT HOURS

- (a) The daily contract hours for employees on flexible working hours is seven hours on each normal working day and may be varied as in 5.8 (a). Therefore an employee's contract hours for each four weekly settlement period shall be 140 hours (4 x 35).
- (b) An employee's contract hours shall be the basis for determining whether that employee has accumulated credit or debit hours during any settlement period.
- (c) Where leave for part of a day is taken, the absence shall be calculated to the next whole hour and added to the hours worked to determine the total accumulated hours for that day.

5.7 SETTLEMENT PERIOD

- (a) For the purpose of this Clause a settlement period shall be four weeks.
- (b) Where mechanical time recording equipment is used, clocks shall be read at 6 pm on the last day of each settlement period.

5.8 ACCUMULATION AND CARRY OVER

- (a) An employee may accumulate credit or debit hours throughout a settlement period, up to a carry forward maximum of ten hours credit/debit by working varied hours to the daily contract hours referred to at 5.6 (a) subject to work availability and business needs.
- (b) Where an employee's accumulation of credit hours at the end of a settlement period exceeds ten hours, the excess hours shall be forfeited.
- (c) Where an employee's accumulation of debit hours at the end of a settlement period exceeds ten hours, the excess hours accumulated shall be debited against the employee's accrued recreation leave or, should the employee have no such leave available, shall be taken as leave without pay.
- (d) Except when flex leave is taken in accordance with 5.9, when any form of leave including leave without pay is taken, the equivalent time charged up to a maximum of seven hours on any one day shall be manually credited to an employee's flexible working hours record.

5.9 FLEXI-LEAVE

- (a) An employee may elect to take a maximum of eight (8) hours flex leave in a settlement period. This may be taken as one (1) full day, or two (2) half-days, or one (1) half-day and two (2) quarter days, or four (4) quarter days during a settlement period.

- (b) An employee shall obtain the approval of the supervisor prior to proceeding on flexi-leave. It is not necessary for an employee to have a credit balance when taking flexi-leave.
- (c) A half-day flexi-leave must either precede the period of work for the day or follow the period of work for that day, i.e. a period of at least three (3) hours must be worked during the bandwidth, either before or after flexi-leave.
- (d) Where a half day flexi-leave is to be combined either with Recreation (Annual) Leave or Study Time so as to take a full day's absence from work, the absence may comprise either three (3) hours Recreation (Annual) Leave/Study Time and four (4) hours flexi-leave, or four (4) hours Recreation (Annual) Leave/ Study Time and three (3) hours flexi-leave.
- (e) Quarter days flexi-leave (ie two [2] hours absence) may not be combined with other forms of leave or study time to make up a full day's absence from work.
- (f) Flexi-leave may be taken before or immediately after recreation (annual) leave. It may not be taken during a period of recreation (annual) leave.
- (g) Two full days flexi-leave may not be taken on consecutive working days, where those days are in adjoining settlement periods.

5.10 COMMENCEMENT OR CESSATION OF WORK DURING CORETIME

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

5.11 DISRUPTION OF TRANSPORT

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

the relevant circumstances, including:

- (i) the delayed employee's usual time of arrival at the employee's place of employment;
- (ii) where the disruption was foreseeable, the employee made reasonable attempts to arrive at the place of employment prior to the commencement of coretime; and
- (iii) such information relating to the disruption as may be available from the relevant transport authority.

5.12 TRAVELLING ON OFFICIAL BUSINESS

- (a) Any travel on official business during the Standard Hours on a working day shall be treated as time worked for the purposes of this Clause.
- (b) Employees shall be compensated for travelling time outside the Bandwidth in accordance with Clause 12 - Compensation for Business Travel.

5.13 TRANSFER TO OTHER LOCATIONS

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

5.14 TERMINATION OF SERVICE

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

5.15 CO-LATERAL AGREEMENT

Where the standard provisions of this Clause 5 - Flexible Working Hours are impracticable for any group of employees, nothing in this Award will prevent the amendment of this Clause 5, by agreement between the parties.

6 OVERTIME (EXCLUDING SHIFT WORKERS)

- 6.1** The provisions of the Clause shall not apply to shift workers as defined. For provisions pertaining to overtime for shift workers see Clause 7.
- 6.2** Overtime shall be worked and paid with the prior approval of the appropriate manager except where call back provisions apply.

6.3 RATES

Overtime shall be paid at the following rates:

(a) **Weekdays**

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

(b) **Saturdays**

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

(c) **Sundays**

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

(d) **Public Holidays**

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

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

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

6.4 REST PERIODS

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

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

6.5 CALL BACKS

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

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

- (c) A call back commences when the employee commences work (excluding travel from home) and terminates when the work is completed (excluding travel to home).
- (d) An employee recalled to work as defined in (a) above within three hours prior to the commencement of usual hours of work shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (e) Sub-clause 6.5 (a) to (c) shall not apply in cases where it is customary for an employee to return to the Corporation's premises to perform a specific job outside the employee's ordinary hours of work, or where overtime is continuous with the completion or commencement of ordinary hours of work. Overtime worked in these circumstances shall not attract the minimum payment of three hours unless the actual time worked is three or more hours.

6.6 MEAL BREAKS AND ALLOWANCES

- (a) An employee, whether entitled to payment of overtime or not, who properly and reasonably incurs expenses in obtaining a meal and takes an unpaid meal break of 1/2 hour, shall be paid a meal allowance in accordance with 14.2 and Schedule 1 of Part B of this award.
- (b) An employee shall not be entitled to the allowances prescribed under this subclause unless the performance of the work was necessary.

6.7 OVERTIME BARRIER

The overtime barrier is the maximum rate for Grade 8 Clerk, as varied from time-to-time, plus \$1.00. Employees whose salary, or salary and allowance, exceeds the overtime salary barrier, shall be paid overtime at the overtime salary barrier rate.

6.8 TIME OFF IN LIEU OF PAYMENT

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

Leave in lieu shall be taken:

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

6.9 CALCULATION

- (a) Overtime shall not be paid for periods of less than one quarter of an hour.
- (b) Overtime is not payable for time spent travelling.

7 SHIFTWORK

7.1 SHIFT ALLOWANCES - SECURITY OFFICERS

- (a) A Security Officer employed on a shift shall, for work performed during the ordinary hours of a ny

such shift, be paid ordinary rates plus the following additional shift loadings payable on the relative commencing times of shifts:

Shift Definition	Loading
1. Afternoon Shift - means any shift finishing after 6:00 pm and at or before midnight.	15%
2. Night Shift - means any shift finishing after midnight and at or before 8:00 am	15%
3. Saturday Roster - afternoon and night shift loadings do not apply.	50%
4. Sunday Roster - afternoon and night shift loading do not apply.	100%
5. Public Holiday - rostered on - afternoon and night shift loadings do not apply.	150%
6. Public Holiday - rostered off	100%

7.2 SHIFT ALLOWANCES - Other than Security Officers

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

Shift Definition	Loading
1. Day Shift-at or after 6:00 am and before 10:00 am.	Nil
2. Afternoon Shift-at or after 10:00 am and before 1:00 pm	10%
3. Afternoon Shift-at or after 1:00 pm and before 4:00 pm.	12½%
4. Night Shift-at or after 4:00 pm and before 4:00 am.	15%
5. Night Shift-at or after 4:00 am and before 6:00 am.	10%

These loadings shall only apply to shifts worked from Monday to Friday.

(b) Weekends and Public Holidays

For the purposes of these sub-clauses any shift, which commences on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.

(i) **Saturday Shift**

Shift workers working on an ordinary rostered shift commencing between midnight on Friday and midnight on Saturday, not being a Public Holiday, shall be paid for such shifts at ordinary time and one half.

(ii) **Sunday Shifts**

Shift workers on an ordinary rostered shift commencing between midnight on Saturday and midnight on a Sunday, not being a Public Holiday, shall be paid for such shifts at ordinary time and three quarters.

(iii) **Public Holidays**

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

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

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

A shift worker rostered off but who is required to work shall be paid in accordance with the appropriate overtime provisions for that day - see 7.3 below.

7.3 OVERTIME

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

(a) **Monday-Friday**

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

(b) **Saturday**

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

(c) **Sunday**

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

(d) **Public Holidays**

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

7.4 MEAL ALLOWANCES - OVERTIME WORKED

A shift worker, who properly and reasonably incurs expenses in obtaining a meal whilst working approved overtime and takes an unpaid meal break of 1/2 hour, shall be paid a meal allowance in accordance with 14.2 and Schedule 1 of Part B of this Award.

7.5 ADDITIONAL COMPENSATION FOR ROSTERED WORK PERFORMED ON SUNDAYS AND PUBLIC HOLIDAYS

Shift workers who are rostered to work their ordinary hours of work on Sundays and/or Public Holidays during the period 1 December to 30 November, or part thereof, shall be entitled to receive additional recreation (annual) leave in accordance with 15.7 (d) of this Award.

7.6 ROSTERS

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

7.7 NOTICE FOR CHANGE OF SHIFT

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

7.8 BREAKS BETWEEN SHIFTS

- (a) Where an employee works so much overtime between the termination of his/her shift on one day and the commencement of his/her shift on the next day that he/she has not had at least eight consecutive hours off work between those times, he/she shall be released after completion of such overtime until he/she has had at least eight consecutive hours off work without loss of pay for working time occurring during such absence.
- (b) If on the instruction of his/her supervisor, the employee resumes or continues work without having had eight consecutive hours off work, he/she shall be paid at double rates until released from work. Upon release from work the employee shall then be entitled to be absent until he/she has had eight consecutive hours off work without loss of pay for working time occurring during such absences.

7.9 DAYLIGHT SAVING

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

7.10 CALL BACKS

An employee recalled to work outside his/her ordinary rostered shift shall be paid a minimum of three hours overtime at the rate prescribed in 7.3, for each time he/she is so recalled, except where such work is continuous with the commencement of his/her next rostered shift (excluding travel to and from home).

8 12-HOUR SHIFTWORK**8.1 PURPOSE**

- (a) This Clause sets out the prescribed conditions of employment applying to the 12 hour shift roster system.
- (b) The roster system operates on a 12 hour rotational shift basis for day and night shifts over 7 days per

week, 365 days per year.

- (c) It provides for the introduction of 4 shift teams to work on a 4 days "on" (2 day shifts followed by 2 night shifts), then 4 days "off" shift working arrangement.
- (d) The rosters are designed to provide employees with greatly increased leisure time in comparison to their previous 3 x 8 hour, 7 day rostering system.
- (e) The rosters are also designed to enable employees to accrue 30 minutes per shift towards Rostered Time Off - see 8.7.
- (f) Employees are allowed to swap shifts with other employees, subject to 8.3(f).

8.2 DEFINITIONS

The following definitions apply in this clause:

"Annualised Shift Loading" means the loading calculated by averaging the shift loadings payable to employees, based on the probability of working the shifts on those days set out in 8.4.

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

"12 Hour Shift" means a shift covering a 12 hour period comprising of working time and meal breaks as prescribed in 8.3(c).

"Rostered Time Off" means the accrual of 30 minutes of additional working time by an employee in each 12 hour shift, which is in addition to the 10 hours of ordinary time worked per shift. Rostered Time Off may be taken by an employee as prescribed in 8.7.

8.3 HOURS OF DUTY AND SHIFT ROSTERS

- (a) Employees will work an average of 35 hours per week over an 8 week rotating shift cycle. This does not include the working of an additional 30 minutes per shift to be accrued as Rostered Time Off.
- (b) Day shifts will commence at 7.00am and finish at 7.00pm and Night shifts will commence at 7.00pm and finish at 7.00am. These times may be varied with the agreement of the parties including the affected employees.
- (c) Each 12 hour shift shall comprise of:
 - (i) 10 hours working time payable at the loaded salary rate of pay;
 - (ii) A 1 hour unpaid meal break to be taken no later than 5 hours after the commencement of the shift;
 - (iii) A second paid meal break of 30 minutes duration to be taken no later than 10 hours after the commencement of the shift. This meal break is paid at the ordinary salary rate of pay; and
 - (iv) An additional 30 minutes of working time to be accrued towards Rostered Time Off.
- (d) A copy of the 8 week Rotating Shift Roster is attached at Schedule 2 of Part B of this award. It rosters employees to work 2 day shifts, then 2 night shifts, followed by 4 days off duty.
- (e) Notice of any change to shift rosters or teams will be posted on the notice board at least 8 days prior to the end of the immediately preceding 8 week rotating shift roster.
- (f) An employee may swap a shift with the mutual agreement of another employee. The responsibility for staffing those swapped shifts rests with the respective employees. If an employee is unable to

swap a shift and recreation (annual) leave or rostered time off is not approved for that absence, then it shall be the employee's responsibility to work that shift. No claim shall be considered by the Corporation for additional loadings or overtime as the result of a mutual agreement by employees to swap shifts.

8.4 ANNUALISED SHIFT LOADING

- (a) The Annualised Shift Loading of 35.4% of the ordinary rate of pay is a consolidation of :
 - (i) Working on any day or night shift;
 - (ii) Working on any Saturday;
 - (iii) Working on any Sunday;
 - (iv) Being rostered "off" on any public holiday and rostered "on" on any public holiday - total of 11 public holidays per year;
 - (v) Working on half day Premier's Concession at Christmas time; and
 - (vi) Payment for a second meal break of 30 minutes duration on each rostered shift at the ordinary salary rate of pay.
- (b) The calculation of the Annualised Shift Loading is attached at Schedule 3 of Part B of this award.
- (c) The Annualised Shift Loadings shall not be paid when employees are absent from work on any type of leave, except for recreation (annual) leave, 8.9 and 8.10 refers.

8.5 MEAL BREAKS

- (a) During each 12 hour shift, employees shall be allowed two meal breaks:
 - (i) A 1 hour, unpaid meal break to be taken no later than 5 hours after the commencement of the shift
 - (ii) A 30 minute paid meal break (paid at the ordinary salary rate of pay) to be taken no later than 10 hours after the commencement of the shift.

8.6 OVERTIME

- (a) All time directed to be worked in excess of the rostered 12 hour shift shall be paid at the following rates, excluding the annualised shift loading:
 - (i) For excess time directed to be worked before or after the rostered commencing or finishing times, Monday to Saturday, at the rate of time and one half for the first 2 hours and double thereafter.
 - (ii) For excess time directed to be worked on a Sunday, at the rate of double time.
 - (iii) For excess time directed to be worked on any public holiday, at the rate of double time.
- (b) An employee directed to work a shift on a day the employee is rostered "off" shall be paid overtime in accordance with 8.6(a), excluding those situations where employees have agreed to swap shifts.
- (c) Employees shall be entitled to a rest break of at least 10 consecutive hours between the cessation of an ordinary rostered shift and the commencement of the next ordinary shift. Where an employee has not observed a rest break of at least 10 hours prior to the commencement of their next ordinary shift, then that employee shall be paid for that shift at the rate of double time on their ordinary salary rate of pay.

An employee will not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an employee will take a rest break of at least 10 consecutive hours. Where due to unavoidable circumstances an employee is directed to resume work, without having had a rest break of 10 consecutive hours, payment for the next shift shall be at the rate of double time until the employee is released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid for at the loaded salary rate.

- (d) An employee who has worked at least 1 hour and 30 minutes before the rostered starting time or after the rostered finishing time of a shift shall be entitled to take a meal break of 30 minutes. A meal allowance shall be paid in accordance with 14.2 of this Award.

8.7 ROSTERED TIME OFF

- (a) Rostered Time Off, as defined in 8.2, accrues at the rate of 30 minutes of working time per rostered 12 hour shift. The maximum that may be accrued is 50 hours at any time.
- (b) Rostered Time Off may be taken by each employee, subject to the prior approval of the supervisor/manager and at the convenience of the Corporation.
- (c) Rostered Time Off may be used towards the taking of a whole shift or a number of shifts off duty, up to a maximum of 4 shifts.
- (d) Rostered Time Off may also be used by an employee to take part of a shift off duty in multiples of one hour units.
- (e) Where an employee's employment ceases with the Corporation, then any accrued Rostered Time Off shall be paid to an employee at the loaded salary rate.

8.8 HIGHER DUTIES

- (a) An employee directed to relieve in a higher graded position for three or more consecutive 12 hour shifts and performs the full range of duties of the position shall be paid the minimum salary rate of the higher graded position for the full period of relief.
- (b) Where an employee is directed to relieve in a higher graded position for three or more consecutive 12 hour shifts but does not perform the whole of the duties or the whole of the responsibilities, the employee will be paid an allowance according to the proportion of the duties and responsibilities completed.
- (c) All other provisions prescribed in 13.1 of this Award shall apply.

8.9 RECREATION (ANNUAL) LEAVE

- (a) Recreation (annual) leave shall be converted to the hourly equivalent of the annual entitlement. Recreation (annual) leave may be granted in a minimum of one hour units.
- (b) Employees working under this arrangement shall have an entitlement of 5 weeks recreation leave per year (35 hours week basis). This shall be calculated as an annual entitlement of 175 hours, which is the equivalent of 17.5 full 12 hour shifts of 10 hours working time. This shall be in lieu of the additional recreation (annual) leave provided for in 15.7(d).
- (c) Any recreation (annual) leave taken shall be debited on an hourly basis against absences within the 10 hours working time of a 12 hour shift.
- (d) An employee shall not accrue recreation (annual) leave in excess of 350 hours (35 shifts), unless approval to accrue in excess of the maximum accrual is obtained in accordance with 15.7(i).
- (e) Payment for all recreation (annual) leave shall be calculated at the loaded rate of pay and will be in

full consideration of annual leave loading provisions.

- (f) Each employee working under this arrangement will have the option of cashing in the equivalent of their one weeks' shift workers recreation (annual) leave (ie 35 hours pay) in November each year.
- (g) Each employee shall be required to take the equivalent of at least 2 weeks recreation (annual) leave each year, unless the employee has insufficient paid leave available. The minimum would be 8 shift absences made up of not less than 6 shifts equivalent of recreation (annual) leave combined with Rostered Time Off.

8.10 ALL OTHER LEAVE

- (a) All other leave shall be paid at the ordinary rate of pay only.
- (b) **Sick Leave**
 - (i) Sick leave shall be calculated on the annual entitlement of 105 hours (ie 15 x 7 hour days) or the equivalent of 10.5 12 hour shifts (based on 10 hours worked), fully cumulative.
 - (ii) Employees who transfer to the 12 hour shift roster and have pre-existing sick leave balances shall have such balances converted into hours.
 - (iii) Any sick leave taken shall be debited in one hour units against absences within the 10 hours working time in a 12 hour shift.
 - (iv) All other provisions from 15.9 shall apply.
- (c) **Extended (Long Service) Leave**
 - (i) Extended (long service) leave for employees shall apply in accordance with the provisions of 15.15.
 - (ii) Employees who transfer to the 12 hour shift arrangement and have pre-existing balances shall have such accruals converted to a 12 hour shift basis (based on 10 hours worked).
- (d) **Other Paid Leave**
 - (i) All other leave such as Family and Community Service Leave, Other Forms of Paid Leave, Paid Maternity Leave, Paid Adoption Leave and Special Sick Leave shall be paid at the ordinary salary rate of pay.

8.11 STUDY TIME

- (a) Employees with approved study time may accumulate such time in accordance with 16.11 to allow an employee to accumulate study time in order that a full shift or part of shift may be taken off work, where convenient to both the employee and the Corporation.

8.12 DAYLIGHT SAVING

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

8.13 OTHER CONDITIONS

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

9 PUBLIC HOLIDAYS

9.1 DEFINITIONS

The following definitions apply to this clause:

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

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

9.2 GENERAL

The following days shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, NSW Lotteries Employees Holiday, or any other day duly proclaimed as a Public Holiday in lieu of any of those days, together with any other day duly proclaimed as a Public Holiday throughout the State of New South Wales.

9.3 NSW LOTTERIES' EMPLOYEES HOLIDAY

- (a) The Chief Executive Officer or delegate must, having regard to the requirements of the Corporation, ensure that all staff are to be afforded a day off without loss of pay during the three working days between Boxing Day and New Year's Day.
- (b) The Corporation should ensure that no member of staff be required to forego the day's leave during this period. In the unusual circumstances where it is considered necessary for staff to be at work for all three working days, then those employees are to be compensated for one day in the manner prescribed by Clause 6, Overtime, of this Award.
- (c) Employees whose salary includes payment for work performed on public holidays who are required to work on the Corporation Employees Holiday are to have one day added to recreation (annual) leave credits and in respect of ordinary hours worked on that day, additional payment at the rate of half time.

9.4 LOCAL HOLIDAY

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

10 TRANSPORT OF EMPLOYEES FINISHING WORK LATE AND NIGHT OR COMMENCING WORK EARLY IN THE MORNING

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

- the normal means of transport, public or otherwise, is not reasonably available; and/or
- travel by such means of transport places the safety of the employee at risk;

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

11 TRANSFERRED EMPLOYEES

Where an employee of the Corporation transfers to a position involving the relocation between the Sydney Metropolitan area and a regional centre; or, from a regional centre to the Sydney Metropolitan area; or, between regional centres, then financial assistance, including the cost of removal and other expenses, and leave to assist with the move will be subject to negotiation.

12 COMPENSATION FOR BUSINESS TRAVEL

Where an employee is required to travel to a temporary work location, the Corporation shall consider the personal convenience.

12.1 DEFINITIONS

The following definitions apply to this Clause.

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

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

"Prescribed Starting Time" means:

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

"Prescribed Ceasing Time" means:

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

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

"Ordinary Daily Hours" means:

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

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

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

12.2 EXCESS TRAVELLING TIME

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

- (a) where travel is on a non-working day for the employee concerned:
 - (i) only time spent in travelling after 7.00 a.m. shall count; and
 - (ii) travel was undertaken by direction of the Corporation.
- (b) where travel is on a working day only, the time spent in travelling before or after the standard hours, shall count, subject to the conditions in 12.2(c).
- (c)
 - (i) There shall be deducted from an employee's total travelling time on any one day, other than a non-working day, the time normally taken for the periodic journey from home to headquarters and return;
 - (ii) claims of less than one-quarter of an hour on any one day shall be disregarded;
 - (iii) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.00 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee;
 - (iv) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

12.3 CALCULATION AND METHOD OF PAYMENT

- (a) Payment for excess travelling time calculated in accordance with the provisions of 12.2, Excess Travelling Time of this clause shall be at the employee's ordinary rate of pay on an hourly basis.
- (b) The rate of payment for excess travel on a non-working day shall be the same as that applying on a working day.
- (c) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for Grade 5 Clerk plus \$1.00 per year, shall be paid travelling time calculated at the rate applicable to the maximum rate for Grade 5 Clerk plus \$1.00 per year, as adjusted from time-to-time.
- (d) Time off in lieu, or payment, as the case may be, for excess travelling time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

12.4 MEAL ALLOWANCES ON A ONE DAY JOURNEY

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

12.5 ACCOMMODATION EXPENSES - EMPLOYEE ARRANGED ACCOMMODATION

- (a) An employee who:
 - works at or from a temporary work location; and
 - is compelled to reside temporarily at a place other than the employee's residence; and

- is not provided with accommodation arranged by the Corporation, shall be either:
 - (i) reimbursed for actual and reasonable expenses subject to the presentation and assessment of receipts, or
 - (ii) be paid an allowance, based on the prescribed reasonable limits for Taxation purposes, prescribed in Item 1 of Schedule 1 of Part B of this award, for expenses incurred during the time actually spent away from the employee's residence in order to perform that work, subject to the presentation of a receipt for each night's accommodation and subject to subclause (b),
- (b) Where an employee chooses to stay in a private residence during the time actually spent away from the employee's residence to perform that work, then the employee shall be reimbursed for actual and reasonable expenses incurred for meals and other expenses, subject to the presentation and assessment of receipts.

12.6 ACCOMMODATION ARRANGED BY THE CORPORATION

(a) Definition

The following definition applies to this sub-clause only:

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

(b) An employee who:

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

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

12.7 WORKING AT ANOTHER LOCATION - GENERAL PROVISIONS

(a) Accommodation Expenses prescribed under either 12.5 or Expenses under 12.6 are not payable in respect of :

- (i) any period that the employee returns to the employee's residence at weekends or public holidays commencing with the time of arrival at that residence and ending at the time of departure from that residence; or
- (ii) any period of leave except with the approval of the Corporation or as otherwise provided by this Clause; or
- (iii) any other period during which the employee is absent from the temporary work location otherwise than on official business.

(b) An employee who is in receipt of Accommodation Expenses under 12.5 or Expenses under 12.6:

- (i) may return to the employee's residence on any weekend or public holiday; and
- (ii) shall be reimbursed for any actual and reasonable expenses incurred in connection with the necessary period of travel by the employee.

- (c) The Corporation may require an employee, who is in receipt of Accommodation Expenses under 12.5 or Expenses 12.6, to return to the employee's residence if that return would achieve a cost saving to the Corporation.
- (d) Where an employee, who is in receipt of Accommodation Expenses under 12.5 or Expenses under 12.6 cannot return to the employee's residence without being absent from work, the employee may, on occasions and in the manner prescribed by 12.7(e) and 12.7(f), be granted Paid Leave sufficient to permit the employee to return to that residence at weekends and there to spend at least two consecutive days and nights.
- (e) Paid Leave as in (d) may be granted after the employee concerned has worked at the temporary work location for three weeks. Thereafter such leave may be granted in respect of each further period of work of four weeks.
- (f) Notwithstanding 12.7(e), Paid Leave under 12.7(d):
 - (i) may be granted at Christmas and Easter, where Paid Leave for the appropriate three or four weekly period has not already been granted; and
 - (ii) is forfeited for the appropriate three or four weekly period if the leave is not taken at the time at which it falls due, or where the leave could not be taken at that time because of the Corporation's business priorities, (if the leave is not taken on the next weekend convenient to the Corporation); and
 - (iii) where a period of service at one temporary work location is immediately followed by another such period at a different temporary work location - shall be calculated as though those periods of work were a single period at a single location.
- (g) An employee who is in receipt of Accommodation Expenses under 12.5 or Expenses under 12.6 and who is granted Paid Leave under 12.7(d) shall be reimbursed for any actual and reasonable expenses incurred in connection with the necessary period of travel by the employee for:
 - (i) the journey from the temporary work location to the employee's residence; and
 - (ii) the return from the employee's residence to the temporary work location,
 but is not entitled to Accommodation Expenses under 12.5 in respect of the same period.
- (h) An employee who is in receipt of Accommodation Expenses under 12.5 or Expenses under 12.6 and who, in ceasing to perform work at a temporary work location, leaves that location, shall be reimbursed for actual and reasonable expenses in respect of the necessary period of travel to return to the employee's residence or to take up work at another location.

12.8 CLAIMS FOR PAYMENT

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

12.9 PAYMENT FOR THE USE OF PRIVATE MOTOR VEHICLES

Payment for the use of private motor vehicles shall be as specified in 14.3 and Schedule 1 of Part B of this award.

13 SALARY RELATED ALLOWANCES

13.1 HIGHER DUTIES

- (a) An employee, who during a period of relief in another position covered by the **2000 Salaries Award**, satisfactorily performs, in the opinion of the Chief Executive Officer or delegate, the whole of the duties and assumes the whole of the responsibilities of that position which, during that period, would ordinarily have been performed and assumed by the substantive occupant, shall, subject to this clause, be paid by a allowance any difference between the employee's present salary and the minimum salary for the position in which relief is afforded.
- (b) An employee, who during a period of relief in another position covered by the **2000 Salaries Award**, does not perform the whole of the duties or assume the whole of the responsibilities of that position which, during that period, would ordinarily have been performed or assumed by the employee appointed to that position shall, subject to this clause, be paid that proportion of the allowance referred to in 13.1(a) as determined by the Chief Executive Officer or delegate.
- (c) Except where the Chief Executive Officer or delegate otherwise determines, an allowance shall not be paid under this clause in respect of periods of relief of less than five complete and consecutive working days or in the case of employees working under the twelve hour shift pattern, not less than three consecutive twelve hour shifts.
- (d) During any period of relief in another position, an allowance shall not be paid under this clause in respect of any period of leave, exceeding five complete and consecutive working days, taken by the employee.
- (e) An employee relieving in another position shall not thereby suffer any reduction in salary or wage.
- (f) Notwithstanding, 13.1(c), if an employee affords part-time relief in a position on a continuing basis, an allowance shall be paid under this clause calculated on a pro rata basis based on the average number of hours worked per week divided by the full - time equivalent hours.

13.2 FIRST AID ALLOWANCE

- (a) Allowances as set out in Clause 5 of the *New South Wales Lotteries Corporation (Salaries & Allowances) 2000 Award* shall be paid to employees appointed as First Aid Officers with the following First Aid qualifications:
 - (i) holders of a current First Aid Certificate; or
 - (ii) holders of current Occupational First Aid Certificate or a qualification deemed equivalent in the *Occupational Health and Safety (First Aid) Regulation 1989*.
- (b) The First Aid Allowance shall be paid during a period of Recreation (Annual) Leave, Extended (Long Service) Leave or Sick Leave or any combination of paid leave of up to one week.
- (c) Where the First Aid Officer is absent on leave for a period of one week or more, an employee selected to perform the duties of First Aid Officer may be paid a pro rata allowance if the full duties are assumed.

13.3 COMMUNITY LANGUAGE ALLOWANCE

- (a) Employees who possess a basic level of competence in a community language and who work in locations where their community language can be utilised to assist clients and are:
 - (i) have passed a test conducted by an accredited organisation;
 - (ii) are not employed as interpreters and translators; and
 - (iii) not employed in those positions where particular language skills are an integral part of essential requirements of the position,

shall be paid an allowance as listed in Clause 5 of the *New South Wales Lotteries*

Corporation (Salaries & Allowances) 2000 Award.

- b) The Community Language Allowance shall be paid during periods of Recreation (Annual) Leave, Extended (Long Service) Leave or Sick Leave or a combination of up to one week.

13.4 ADJUSTMENT OF ALLOWANCES

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

14 EXPENSE RELATED ALLOWANCES**14.1 DEFINITIONS**

The following definitions apply to this clause.

"Prescribed starting time" means 7.30 am for employees working under a flexible working hours scheme or the scheduled shift starting time for shift workers or the nominated starting time for staff not working under a flexible working hours scheme.

"Prescribed ceasing time" means 6.00 pm for employees working under a flexible working hours scheme or the scheduled shift finishing time for shift workers or the nominated finishing time for staff not working under a flexible working hours scheme.

14.2 MEAL BREAKS AND ALLOWANCES

- (a) An employee, when directed to work overtime and who incurs an expense in obtaining a meal and takes a minimum of 1/2 hour unpaid meal break, shall be paid a meal allowance, at the rate set out in Item 2 of Schedule 1 - Expense Related Allowances of Part B of this award, when required to:
 - (i) Commence work at least 1 1/2 hours before the prescribed starting time.
 - (ii) Work at least 1 1/2 hours after the prescribed ceasing time.
 - (iii) Work more than 5 hours overtime beyond the prescribed ceasing time.
 - (iv) Work more than 5 hours when called back to work. If more than 8 1/2 hours is worked on such an occasion, not including the meal breaks, then a subsequent meal allowance is payable.
 - (v) Work more than 5 hours on a day which is not the employee's usual or rostered day of work. If more than 8 1/2 hours of overtime is worked on such an occasion, not including the meal breaks, then a subsequent meal allowance is payable.
- (b) An unpaid meal break of at least 1/2 hour shall be taken by each employee in each circumstance defined above.
- (c) The quantum of these meal allowances shall be reviewed by the parties prior to the expiry of this Award and will be increased in line with movements in the Consumer Price Index for the Sydney Metropolitan Area, as published by the Australian Bureau of Statistics.

14.3 USE OF PRIVATE MOTOR VEHICLE

- (a) An employee who, with the approval of the Corporation, and a Corporation motor vehicle is unavailable, uses a private motor vehicle for the conduct of the Corporation's business shall be paid an allowance as set out in Item 3 of Schedule 1 - Expense Related Allowances of Part B of this award.
- (b) An allowance shall not be paid under (a) to an employee using a private motor vehicle on the Corporation's business unless the employee has in force, while using the vehicle on the Corporation's business, either:

- (i) a comprehensive or a third party property motor vehicle insurance policy; or
- (ii) a third party property motor vehicle insurance policy, and the employee guarantees that the Corporation shall not be liable for any loss or damage to the employee's vehicle.
- (c) Where a Corporation fleet motor vehicle was not available for a journey but the Corporation is of the opinion that public transport was reasonably available for the journey, the amount of any allowance paid under (a) shall not exceed the cost of the journey by public transport.
- (d) Where a private vehicle is damaged while being used on official business the normal excess insurance charges where prescribed by insurers shall be reimbursed by the Corporation.
- (e) The Corporation shall reimburse to an employee the costs of repairs to broken windscreens where the use of a private vehicle had been approved for official business and the costs cannot be met under insurance policies due to excess clauses.
- (f) Expenses such as tolls etc. shall be refunded to employees using private motor vehicles on official business and where the charge was incurred for travel on such official business.
- (g) Except as otherwise specified in this Award, an employee shall bear the cost of travel to and from work.

14.4 GARAGE ALLOWANCE

- (a) Where an employee garages a Corporation vehicle in his/her own garage, the employee shall be paid an allowance set out in Item 4 of Schedule 1 - Expense Related Allowances of Part B of this award, where the use of a garage is essential because of special circumstances associated with his/her duties.
- (b) Where an employee is absent from headquarters and receives an allowance for the use of a private motor vehicle on official business, the employee shall be paid the actual costs incurred for garaging of the vehicle.

14.5 HOME OFFICE ALLOWANCE

Employees who:

- are based in regional locations outside the Sydney Metropolitan area; and
- are not provided with office accommodation by the Corporation; and
- use a room at home dedicated solely for the purpose of an office,

shall be paid a Home Office Allowance as prescribed at Item 5 of Schedule 1 of Part B of this award.

14.6 UNIFORMS AND PROTECTIVE CLOTHING

An employee who is required or authorised by the Corporation to wear a uniform, protective clothing or other specialised clothing in connection with the Corporation's business shall be reimbursed for cleaning and maintaining the uniform or clothing upon production of the relevant receipts.

14.7 PAYMENT WHERE ALLOWANCE NOT ADEQUATE OR AVAILABLE

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

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

the employee shall be paid an allowance equivalent to the amount of those additional expenses or the amount of those expenses, as the case may be.

15 LEAVE

15.1 GENERAL PROVISIONS

- (a) An application by an employee for leave under this clause shall be made to and dealt with by the Corporation.
- (b) The Chief Executive Officer or delegate, in dealing with any such application, shall have regard to the exigencies of the Corporation, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- (c) All leave is to be calculated in a minimum of one hour units.
- (d) Leave to Count for Incremental Purposes. The following types of leave are regarded as service for incremental purposes:
 - recreation (annual) leave;
 - sick leave;
 - family and community service leave;
 - extended (long service) leave, full-pay and half-pay;
 - maternity leave, full-pay and half-pay;
 - adoption leave;
 - study leave, full pay;
 - leave without pay totalling five days or less in the incremental period;
 - any period of leave without pay where used for the purposes of part-time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation; transport strikes; sick leave;
 - other forms of paid leave.

15.2 MATERNITY LEAVE

(a) Definitions:

"Birth" includes Stillbirth;

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

(b) A female employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave:

- (i) for a period of not more than nine weeks on a full-time basis prior to the expected date of birth; and
- (ii) for a further period ending not more than twelve months after the actual date of birth.

(c) An employee who has been granted maternity leave may, with the permission of the Corporation, take leave after the actual date of birth:

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

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

(e) An employee who has been granted maternity leave and who gives birth to a living child shall not resume work, on either a full-time or a part-time basis, before the expiration of six weeks after the birth of the child, unless a medical practitioner states that she is fit to do so.

(f) An employee who resumes work immediately on the expiration of maternity leave shall -

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

(g) Except as otherwise provided by subclause 15.2 (h) maternity leave shall be granted without pay.

(h) An employee who -

- (i) applied for maternity leave within such time and in such manner as the Corporation may from time to time determine; and
- (ii) prior to the expected date of birth, completed not less than 40 weeks continuous service,

is entitled to payment at her ordinary rate of pay for a period not exceeding nine weeks of maternity leave or the period of maternity leave taken, whichever is the lesser period.

(i) Applications and Variations

- (i) Employee Notification Requirements

A female employee shall formally notify the Corporation in writing:

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

subject to notification, within two weeks of the date of birth of a living child, if the birth occurs earlier than the expected date.

(ii) Variation before Commencement of Leave

Before actually commencing maternity leave, a female employee may vary the period of leave of any part-time arrangement, any number of times.

(iii) Variation after Commencement of Leave

After commencing maternity leave, a female employee may vary the period of leave or any part-time arrangement:

- (a) once without the consent of the Corporation; and
- (b) any number of times with the consent of the Corporation.

(iv) Minimum Notice

A minimum of 14 days notice of any variation must be given. The Corporation may allow a lesser period of notice.

(v) Employer Notification Requirements

Where the Corporation needs to notify a female employee of any change to the arrangements for maternity leave, other than the agreed arrangements, a minimum of 14 days notice must be given.

(j) Paid Leave Prior to or During Maternity Leave

(i) 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, recreation (annual) and/or extended (long service) leave) or to take sick leave without pay. Such leave shall cease on the working day immediately preceding the day of commencement of the nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is the earlier.

(ii) Other Leave Immediately Prior to Maternity Leave

Where an employee who is not sick, wishes to cease work before the date on which she plans to enter on maternity leave, she may do so by applying for any available

recreation (annual) leave or extended (long service) leave, or for leave without pay.

(iii) Other Paid Leave within the Period of Maternity Leave

- (a) If an employee so elects and subject to the Corporation's convenience, recreation (annual) and/or extended (long service) leave to which she is entitled may be combined with maternity leave.
- (b) Leave so granted shall not reduce the entitlement of twelve months unpaid maternity leave.
- (c) The period over which recreation (annual) and/or extended (long service) leave combined with unpaid maternity leave (full-time or part-time), shall not exceed a total period of two years from the date of birth of the child.

(k) Premature Birth, Still Birth, Miscarriage

(i) Premature Birth

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

(ii) Still Birth

In the event of a stillbirth, the employee may elect to take a available sick leave instead of maternity leave.

(iii) Miscarriage

In the event of a miscarriage any absence from work is to be covered by sick leave.

(l) Alternative Work for Employee at Risk

Where, because of an illness or risk associated with her pregnancy, the female employee is unable to carry out the duties of her position, the Corporation shall as far as practicable, provide employment in some other position, the duties of which she is able to satisfactorily perform. The position to which the female employee is transferred under these circumstances shall be as close as possible in status and salary to her substantive position.

(m) Calculation of Increments and Leave Credits

(i) Increments

Any period of paid maternity leave (at full or half-pay) shall count as full service for the purposes of determining incremental progression. However unpaid maternity leave shall not count as service for determining incremental progression, except where increments based on age must be paid on the attainment of the appropriate age.

(ii) Leave Credits

- (a) Maternity leave at full pay shall count as full service for the purposes of determining all forms of leave.
- (b) Maternity Leave at half pay shall count as service on a pro-rata basis for the purposes of determining all forms of leave.
- (c) Unpaid maternity leave shall not count as service for determining any form of leave entitlement, except for Extended (long service) Leave in cases where at least ten years of service has been completed and unpaid maternity leave does

not exceed six months.

(n) Further Pregnancy

(i) General

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

(ii) Cessation of Current Entitlement to Leave

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

(o) Superannuation

(i) For employees on paid or unpaid maternity leave who are contributors to the State Superannuation Scheme, personal contributions continue to be payable, although a deferral of payments may be approved on application to State Super.

(ii) For employees on paid or unpaid maternity leave who are contributors to the State Authorities Superannuation Scheme, personal contributions continue to be payable. However, application can be made to State Super to reduce contributions (to 0% in some cases) where members would have difficulty in maintaining contributions at the current rate.

(iii) For contributors to either of the above schemes, basic benefit (3% award employer-financed) entitlements continue to accrue during periods of maternity leave.

(iv) For members of First State Super, employer-financed benefits will accrue only in respect of periods of paid maternity leave, not of unpaid maternity leave.

(p) Part-time Maternity Leave

(i) Entitlement

The maximum period of part-time maternity leave which may be granted is two years from the date of birth of the child and must be commenced:

(a) at any time after the six weeks compulsory leave;

(b) before the expiration of twelve months' full-time leave.

(ii) Overtime

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

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

(b) For work performed in excess of the ordinary full-time hours per day for that category of staff, at the rate specified by Clause 6, Overtime, of this Award.

(iii) Allowances

Salary related allowances paid in recognition of duties undertaken during the part-time leave arrangement shall be paid in the same manner. Such allowances include first aid

and community language allowances. However, expense related allowances such as travelling allowances, overtime, meal allowances etc. shall be paid in full if an entitlement to such allowances arises.

(iv) Public Holidays

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

(v) Increments

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

$$\begin{array}{rclcl} \text{Period worked} & & \times & \text{No. of hours per week} & = & \text{Full-time} \\ \text{part-time} & & & \frac{\text{worked part-time}}{\text{Full-time equivalent hours}} & & \text{service} \end{array}$$

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

(vi) Return to Full-time Employment

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

(vii) Leave

(a) Payment for Leave

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

(b) Concessional Leave

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

(c) Leave Without Pay

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

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

(d) Recreation (annual) Leave

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

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

(e) Sick Leave

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

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

(f) Other Leave

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

(q) Payment in Advance

Maternity leave may be paid:

- (i) on a normal fortnightly basis; or
- (ii) in advance in a lump sum; or
- (iii) at the rate of half pay over a period of 18 weeks on a regular fortnightly basis.

(r) Eligibility

An employee's previous continuous service with a NSW Public Sector organisation listed in the schedule to the *Transferred Officers Extended Leave Act 1961*, shall be recognised towards the 40 weeks continuous service.

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

15.3 ADOPTION LEAVE

- (a) **Definition:** "Primary Care-giver" means a full-time or part-time employee, excluding casual employee, who assumes the principal role of providing care and attention to a child.
- (b) A Primary Care-giver adopting a child:
 - (i) if the child has not commenced school at the date of taking custody - shall be entitled to be granted unpaid adoption leave for a maximum period of twelve months; or

- (ii) if the child has commenced school at that date - may be granted unpaid adoption leave for such period (not exceeding twelve months on a full-time basis) as the Corporation may determine.
- (c) An employee who has been granted adoption leave may, with the permission of the Corporation, take leave :
 - (i) full-time for a period not exceeding twelve months; or
 - (ii) part-time for a period not exceeding two years; or
 - (iii) partly full-time and partly part-time over a proportionate period.
- (d) Adoption leave commences on the date that the Primary Care-giver takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the employee.
- (e) A Primary Care-giver who resumes work immediately on the expiration of adoption leave shall:
 - (i) if the position occupied by the employee immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
 - (ii) if the position so occupied by the employee has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which the employee is qualified.
- (f) Except as otherwise provided by 15.3 (g) adoption leave shall be granted without pay.
- (g) A Primary Care-giver is entitled to payment at the employee's ordinary rate of pay for a period of three weeks of adoption leave (or the period of adoption leave taken), whichever is the lesser period, who:
 - (i) applied for adoption leave within such time and in such manner as the Corporation may from time to time determine; and
 - (ii) prior to the commencement of adoption leave, completed not less than 40 weeks continuous service.

15.4 PARENTAL LEAVE

- (a) Subject to such conditions as may be determined from time to time by the Corporation, the Corporation may grant parental leave for a period not exceeding twelve months to an employee who becomes a parent but is not entitled to maternity leave or adoption leave.
- (b) Parental leave may commence at any time up to two years from the date of birth or adoption of the child.
- (c) An employee who has been granted parental leave may, with the permission of the Corporation, take such leave:
 - (i) full-time for a period not exceeding twelve months; or
 - (ii) part-time over a period not exceeding two years; or
 - (iii) partly full-time and partly part-time over a proportionate period.
- (d) An employee who resumes work immediately on the expiration of parental leave shall: -
 - (i) if the position occupied by him or her immediately before the commencement of that

leave still exists - be entitled to be placed in that position; or

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

- (e) Parental leave shall be granted without pay.

15.5 LEAVE WITHOUT PAY

- (a) The Corporation may, subject to such conditions as may from time to time be determined, grant leave without pay to an employee if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or part-time basis.
- (c) Where an employee is granted leave without pay for a period not exceeding ten consecutive calendar days, pay may be allowed by the Corporation for such days occurring during that leave as are public holidays throughout the State.
- (d) An employee who has been granted leave without pay may, with the approval of the Corporation, elect to take available recreation (annual) or extended (long service) leave instead of leave without pay.

15.6 FAMILY AND COMMUNITY SERVICE LEAVE

- (a) **General**
Family and Community Service Leave is leave which may be granted by the Corporation to employees (excluding casual employees) for reasons related to family responsibilities or community service defined in subclause (c).
- (b) **Entitlement**
The maximum amount of Family and Community Service Leave on full pay, which may be granted to an employee is:
 - (i) during the first twelve months of service - two and a half working days (after the deduction of any Short Leave granted to the employee during that period of twelve months); or
 - (ii) after the completion of twelve months service - five working days in any period of two years (after the deduction of Short Leave granted to the employee during that period of two years); or
 - (iii) the period calculated by allowing one working day for each completed year of service after two years' continuous service and deducting from the total amount of Family and Community Service Leave or Short Leave previously granted to the employee.
- (c) **Leave Circumstances**
 - (i) Employees can utilise this leave to meet family activities and community service responsibilities. This could include a need to respond to an emergency situation, for example:
 - (a) the illness of a relative;
 - (b) where a carer is unable to look after a child;
 - (c) to arrange and/or attend a funeral of a relative; or
 - (d) where an employee is unable to attend work because of adverse weather

conditions which either prevent attendance or threaten life or property.

- (ii) It could also be used in the event of some planned absences or where advance notice is given, for example:
 - (a) to accompany a relative to a medical appointment where there is no element of emergency;
 - (b) parent/teacher meetings;
 - (c) Education Week activities;
 - (d) to meet elder care requirements of a relative.
- (iii) Leave for other family and community service requirements may be granted to employees at the discretion of the Chief Executive Officer or delegate in matters such as those relating to accommodation, citizenship, motor vehicle accidents on the way to work, representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games, and to office holders in local government for attendance at meetings, conferences or other associated duties.
- (d) Exclusions from Grant
 - (i) An employee is not to be granted Family and Community Services Leave in respect of attendance at court, which is provided for in 15.12 (c).
- (e) Other Considerations
 - (i) The definition of "family or relative" for these purposes is:
 - (a) the spouse of the employee, or
 - (b) a de facto spouse who is a person of the opposite sex to the employee, who lives with the employee as the husband or wife 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 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 a de facto partner; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this sub clause:
 - 1. 'relative' means a person related by blood, marriage or affinity;
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means a family group living in the same domestic dwelling.
 - (ii) In 15.6 (b)(i), Short Leave has the meaning previously given to it in the prior *NSW Lotteries (Salaries and Conditions of Employment) Award* published 5 February 1993 (273 IG 261).

15.7 RECREATION (ANNUAL) LEAVE

- (a) Recreation (annual) leave on full pay accrues to employees at the rate of 20 working days per

year.

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

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

- (e) Recreation (annual) leave accrues from month to month only, but for the purpose of calculating recreation (annual) leave which may be due on cessation of employment, credit shall be given for periods of service of less than one month.
- (f) At least two weeks recreation (annual) leave shall be taken by an employee during each leave year from 1 December to 30 November in the following year, except by agreement of the Chief Executive Officer or delegate in special circumstances.
- (g) Recreation (annual) leave accrued and not taken by an employee owing to exigencies of the Corporation or for any other reason the Chief Executive Officer or delegate considers sufficient, accumulates up to a maximum of 40 working days, or 50 working days for shift workers.
- (h) The Chief Executive Officer or delegate, may approve an employee accruing leave above the limit specified in 15.7(g) in exceptional circumstances, subject to the employee agreeing to reduce the leave balance below the accrual limit by the taking of at least two weeks leave within a specified period.

15.8 ANNUAL LEAVE LOADING

- (a) Employees shall be entitled to payment of an annual leave loading of 17.5% of the monetary value of up to four weeks recreation (annual) leave accrued in a leave year which commences on 1 December of each year and ends on 30 November of the following year, subject to the following provisions:
 - (i) Where additional recreation (annual) leave is accrued as compensation for work performed regularly on Sundays and Public Holidays, the annual leave loading shall be calculated on a maximum of five weeks leave.
 - (ii) Shift workers proceeding on recreation (annual) leave are eligible to receive the higher

of either:

- (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation (annual) leave, or
 - (b) 17.5% annual leave loading as provided above.
- (iii) In the case of seven day continuous shift workers, the 17.5% loading shall be calculated on the basis of 17.5% of five weeks ordinary salary or wages. Seven day shift workers who are entitled to additional leave or additional payment, shall be paid an annual leave loading on such additional days, in addition to the normal annual leave loading on four weeks leave.
 - (iv) Payment of annual leave loading shall not be made on any recreation (annual) leave taken in the first "leave year" of an employee's employment, i.e. from the date of employment to the following 30 November. The loading on leave accrued in the employee's first "leave year" of employment shall be paid during the second "leave year" of employment.
 - (v) The leave loading is to be paid on the first occasion in a leave year, other than in the first leave year, when an employee takes at least two consecutive weeks' leave for recreation purposes and some of the leave is recreation (annual) leave.
 - (vi) In the event that an employee has not taken such a period of leave by 30 November each year, that employee is to be paid the monetary value of that annual leave loading based on leave accrued as at 30 November of the previous leave year.
 - (vii) An employee shall only be paid an annual leave loading upon:

retirement, or termination by the Corporation for any reason other than misconduct,

when the loading would have been due had the employee proceeded on two consecutive weeks' leave.
 - (viii) Broken service does not attract the annual leave loading. An employee who resigns and is subsequently re-employed, has only that service from the date of re-employment recognised for annual leave loading purposes.
 - (ix) No annual leave loading is payable on resignation or dismissal for misconduct regardless of whether the recreation (annual) leave to credit is taken as leave or as a lump sum payment.
 - (x) Calculation of the loading is to be based on the ordinary salary rate at the time the leave is taken. Any new rate granted by award, agreement, determination, National Wage Case Decision, increment, etc. during the period of leave is to be taken into account in the calculation of loading, unless otherwise prescribed. If necessary, retrospective adjustment of the loading is to be made.
 - (xi) Where payment is to be made at 30 November under the provisions of paragraph (vi) of this subclause, such payment shall be 17.5% of the recreation (annual) leave accrued as at the previous 30 November but calculated on the current rate of pay and subject to the provisions of paragraphs (i) to (iii) of this subclause.
 - (xii) Provided adequate notice is given the annual leave loading will be paid prior to entry on leave and normally at the same time as the advance of salary.

15.9 SICK LEAVE

- (a) Sick leave on full pay accrues to an employee at the rate of 15 days each calendar year, and any such accrued leave which is not taken is cumulative.
- (b) Sick leave on full pay accrues at the beginning of the calendar year, but if an employee is appointed during a calendar year, sick leave on full pay accrues on the date the employee commences work at the rate of $1\frac{1}{4}$ days for each complete month before the next 1 January.
- (c) Sick leave without pay shall be counted as service for the accrual of further sick leave, provided such leave shall not be granted during the currency of the sick leave without pay.
- (d) For the purposes of determining the amount of sick leave accrued where sick leave is granted on less than full pay, the amount of sick leave granted shall be converted to its full pay equivalent.
- (e) If an employee who is on recreation (annual) leave or extended (long service) leave furnishes to the Corporation a satisfactory medical certificate in respect of illness occurring during that leave, the Corporation may, subject to the provisions of this part relating to sick leave, grant sick leave to the employee for the following period:
 - (i) in the case of an employee on recreation (annual) leave - the period set out in the medical certificate;
 - (ii) in the case of an employee on extended leave - the period set out in the medical certificate, except if that period is less than seven calendar days.
- (f) Subclause 15.9 (e) applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (g) The Corporation may grant additional (special) sick leave as outlined in 15.9 (h) to an employee who:
 - (i) has exhausted the sick leave entitlement which may be granted under 15.9 (a) and (b);
 - (ii) has had ten or more years of service; and
 - (iii) is absent on sick leave for a period of at least three months duration.
- (h) Special sick leave may be granted as follows:

Completed Years of Service	No of Working Days
10	22
20	44
30	66
40	88
50	110

15.10(a) SICK LEAVE WORKERS' COMPENSATION

- (i) This clause applies where an employee is, or becomes, unable to attend for work, or to continues to attend work in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987*.
- (ii) If an employee has made a claim for any such compensation, the employee may, pending the determination of that claim and subject to the provisions of this Part relating to sick leave and to 15.10 (a)(iv) and (vii) be granted by the Corporation sick leave on full pay for which the employee is eligible, and if that claim is accepted the equivalent period of any such sick leave shall be resorted to the credit of the employee.
- (iii) An employee who continues in receipt of compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may, subject to the provisions of this Part relating to sick leave and to 15.10 (a)(vii), be paid an amount representing the difference between the amount of compensation payable under that Act and the ordinary rate of pay of the employee, but sick leave equivalent to the amount of the difference so paid shall be debited against the employee.
- (iv) If an employee referred to in 15.10 (a) notifies the Corporation that he or she does not intend to make a claim for any such compensation, sick leave on full pay may be granted by the Corporation.
- (v) If an employee, who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act, refuses to submit to or in any way obstructs any such examination, the employee shall not be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the employee is not fit to resume work.
- (vi) If as a result of any such medical examination, a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the employee or the kind of employment for which the employee is fit, and the Corporation makes available to the employee employment falling within the terms of that certificate and the employee refuses or fails to resume or perform the employment so provided, all payments in accordance with this clause shall cease from the date of that refusal or failure.
- (vii) Notwithstanding, 15.10(a)(ii) or (iii), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to Section 51 of the *Workers Compensation Act 1987*, there shall be no further sick leave granted on full pay.

15.10(b) SICK LEAVE - OTHER THAN WORKERS' COMPENSATION.

- (i) If the circumstances of an injury to or illness of an employee may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this Part, be granted to the employee. This is subject to the completion by the employee of an undertaking in a form approved by the Corporation that any such claim if made will include a claim for the value of any period of sick leave on full pay granted and that, in the event that the employee receives or recovers damages or compensation pursuant to the claim for loss of salary or wages during any such period of sick leave, the employee will repay the Corporation such money as is paid by the Corporation in respect of any such period of sick leave.
- (ii) Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking except with the express approval of the Corporation given on the grounds that the refusal or failure is unavoidable in the circumstances.

- (iii) On repayment made to the Corporation pursuant to an undertaking given by an employee, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the employee, shall be restored to the credit of the employee.

15.11 MILITARY LEAVE

- (a) The Corporation may, during the period of twelve months commencing on 1st July each year, grant to an employee who is a volunteer part-time member of the Defence Forces military leave on full pay for such absence from work as is necessarily involved:
 - (i) in respect of periods of annual training not exceeding in the aggregate:
 - in the case of a member of the Naval Forces - 13 calendar days;
 - in the case of a member of the Military Forces - 14 calendar days;
 - in the case of a member of the Air Force - 16 calendar days;
 - (ii) in respect of attendance at schools, classes or courses of instruction not exceeding in the aggregate:
 - in the case of a member of the Naval Forces - 13 calendar days; or
 - in the case of a member of the Military Forces - 14 calendar days; or
 - in the case of a member of the Air Force - 16 calendar days.
- (b) Notwithstanding 15.11 (a), if the commanding officer certifies in writing that it is necessary for an employee to attend on days additional to those specified in 15.11 (a), the Corporation may grant to the employee military leave on full pay for a further period not exceeding in the aggregate four days in any one year.
- (c) Applications for military leave shall be accompanied by satisfactory evidence of the necessity for attendance and at the expiration of military leave the employee shall furnish to the Corporation a certificate of attendance stating the period for which the member of the Reserves attended.
- (d) A member of the Reserves shall be allowed the minimum time necessarily spent in travelling to and/or from annual camp provided:
 - (i) leave is only granted for the period during which the employee would have normally been required to be at work; and
 - (ii) no pay is received from the Defence Forces for the period granted as Travelling Time.
- (e) Any further leave required in excess of that provided in this clause shall be charged against recreation (annual) leave or extended (long service) leave credits or taken as leave without pay.

15.12 OTHER FORMS OF PAID LEAVE

- (a) Examination Leave

Paid Leave on full pay may be granted to an employee, up to a maximum of five days in any period of twelve months, for the purpose of attending at any examination in connection with any course of study approved by the Corporation. This leave can include any time necessary for travel to or from the place at which the examination is held.

- (b) Jury Service

- (i) An employee shall, as soon as possible, notify the Corporation of the details of any jury summons served on the employee.

- (ii) An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, furnish to the Corporation any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendances by the employee and the details of any payment made to the employee in respect of any such period.
- (iii) The Corporation shall, in respect of any period during which an employee was required to be at work:
 - upon receipt of any such certificate of attendance - grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, Paid Leave on full pay; or
 - in any other case grant at the sole election of the employee either:
 - (a) Recreation (Annual) Leave on full pay; or
 - (b) Leave Without Pay.
- (c) Court Attendance
 - (i) Employees who are called as witnesses to court proceedings in relation to their work for the Corporation, shall be regarded as being at work for those periods they are necessarily absent from work and shall be reimbursed by the Corporation for any expenses incurred.
 - (ii) Employees subpoenaed or called as witnesses by the Crown (whether in the right of the State or of the Commonwealth in a private capacity) are to be granted special leave of absence with pay for the period they are necessarily absent from work, and are to pay the Corporation all monies paid to them as witnesses, other than moneys paid as a reimbursement of necessary expenses incurred by them as a result of being subpoenaed or called as a witness.
 - (iii) Employees subpoenaed or called as witnesses in their private capacity other than by the Crown (whether in the right of the State or the Commonwealth) are to be granted leave without pay for the period they are necessarily absent from work. If they wish, however, they may take recreation (annual) leave to credit to offset their absence from work and may retain moneys paid to them as witnesses.
- (d) Traffic Offences Occurring in the Course of Duty
 - (i) Paid leave shall be granted for the period necessary to attend court where an employee has been charged with a traffic offence while driving in the course of work and is acquitted. Where that employee is charged with a traffic offence and the charge is found proven, recreation (annual) leave to credit and/or leave without pay is to be granted at the election of the employee.
 - (ii) Where an employee is a witness and gives evidence regarding a traffic offence alleged to have been committed by another in the course of the latter's work, paid leave is to be granted to that witness for the period necessary to attend court.
- (e) Emergency Service Leave
 - (i) Where an employee is a volunteer member of an approved organisation, paid leave of up to five days in any period of twelve months may be granted when called upon to assist as a volunteer of one of these organisations.
 - (ii) Where an emergency is declared under *Section 44 of the Rural Fires Act 1997*, or under other relevant legislation or by the Premier, employees who volunteer to assist in the emergency are to be granted paid leave with no upper limit to the leave which may be granted. Leave granted during declared emergencies is not to count towards the five

day upper limit specified in this sub-clause.

- (iii) An application for leave must be accompanied by a statement from the local or Divisional Controller, the Fire Controller, Deputy Fire Controller or the Police, certifying the times of attendance. The leave application should indicate the period and area of attendance together with the name of the organisation to which the volunteer member belonged.
- (iv) Where an employee remains on emergency work for several days, the Corporation may grant paid leave to allow the employee reasonable time for rest before returning to normal duties. Where an employee does not remain on emergency work for several days but assists in a rescue at such time as it would be unreasonable to expect the employee to report for work at normal time, then up to one day paid leave for rest purposes may be granted. In the case of an emergency other than a declared emergency, this leave is to be included in the general limit of five days in any period of twelve months.
- (v) Paid Leave shall be granted to employees who are nominated by a recognised organisation, to attend courses approved by NSW Rescue and Emergency Services and the Bush Fire Council of NSW.

(f) Trade Union Activities

Leave shall be granted up to a maximum of twelve days in any period of two years to an employee to attend short trade union training courses or seminars conducted by or with the support of the Trade Union Training Foundation on the following conditions:

- (i) that operating requirements permit the grant of leave and the employee's absence does not require the employment of relief staff;
- (ii) leave granted for this purpose will count as service for all purposes;
- (iii) expenses associated with attendance at such courses or seminars, eg, fares, accommodation, meal costs, will be required to be met by the employee concerned, but subject to the maximum prescribed above, leave may include travelling time necessarily required during working hours to attend such courses or seminars.
- (iv) applications for leave must be accompanied by either a statement from the Trade Union Training Foundation indicating enrolment or a statement from the relevant union that it has nominated the employee concerned for such course or seminar.

(g) Attendance at union annual or bi annual conference

Paid Leave is available to an employee, accredited by a union as a delegate to attend annual or bi annual conferences of the delegate's union in accordance with the guidelines applying to NSW Public Servants from time to time.

(h) Ex- Armed Services Personnel

Paid Leave is available to ex - services personnel in circumstances as approved by the Corporation.

(i) Attendance at Graduation & Academic Ceremonies

- (i) Paid Leave of up to a half day shall be available, subject to the Corporation's convenience, to an employee who has completed a tertiary course of study to attend the ceremony at which the degree, diploma or certificate is conferred.
- (ii) Paid Leave of up to a half day may be granted by the Corporation, for employees to

attend ceremonies at which they receive awards for outstanding academic work.

(j) Blood donors

Employees may be granted Paid Leave to give blood, with such leave being restricted to the time reasonably necessary.

(k) Bone Marrow Donors

Paid Leave on full pay may be granted up to a maximum of five days in any period of twelve months to an employee who is listed on the Australian Bone Marrow Donor Registry, and who is called upon to donate.

(l) Attendance at Retirement Preparation Seminars

Employees invited to attend retirement preparation seminars may be granted Paid Leave of up to two days to attend such seminars when conducted by the State Authorities Superannuation Board.

(m) Professional or Learned Society Meetings within Australia

Employees who are financial members of professional or learned societies may apply for leave to attend meetings in Australia of those societies.

Up to five days Paid Leave for attendance at and travelling to and from the conference may be granted provided:

- it is in the interest of the Corporation for the person to attend;
- the matters to be dealt with are directly associated with the work of the Corporation;
- it is convenient to the Corporation for that person to be absent from work;
- the full details of the proposed itinerary are submitted; and
- the employee has not been granted leave for similar purposes during the previous twelve months.

(n) Olympic and Commonwealth Games

Employees who are selected to represent Australia as competitors or officials at either the Olympic or Commonwealth Games, may be granted Paid Leave for the period of such Games. The same concessions may be applied to competitors or officials taking part in the equivalent Games for the disabled.

(o) National Aborigines Day

Employees who identify as Aborigines may be granted up to one day special leave so that they may participate in National Aborigines Day celebrations.

(p) First-aid Officers - Training or Re-Training

Paid Leave is available for attendance at courses conducted to train/re-train first-aid officers in order to meet the needs of the Corporation. In such cases, the cost of the course may be met from the Corporation's funds provided that the employee is nominated by the Corporation to attend the course.

15.13 CONCESSIONAL LEAVE

- (a) The Corporation shall grant to employees, a half-day's concessional leave to be taken on either

Christmas Eve or New Year's Eve.

- (b) The following provisions shall apply in respect of such leave:
 - (i) To be eligible to receive the concession, employees must be at work in the morning and must work at least a half-day. In this context, a half-day means half the minimum daily contract hours for the appropriate category of staff;
 - (ii) Employees who are on leave on the concessional leave day are not entitled to claim a half-day's credit as concessional leave; and
 - (iii) Employees who are directed to remain at work for the full day shall be granted time off equal to one half-day, such leave to be taken at the Corporation convenience before 31 March each year in respect of the Christmas concession.

15.14 PERSONAL/CARER'S LEAVE

- (a) When Family and Community Service Leave as prescribed at 15.6, either has been exhausted or does not apply, then Personal/ Carer's Leave may be granted in the following form:
 - (i) An employee who is responsible for the care and support of a family member as defined in care and support, shall be entitled to use, in accordance with this subclause, any current sick leave or sick leave, accrued since 1 January 1995, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day entitlement.
 - (ii) The employee shall establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (b) The entitlement to use Sick Leave in accordance with this subclause is subject to the person concerned being:
 - (i) the spouse of the employee; or a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (ii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iii) the same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis; or
 - (iv) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;

2. “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. “household” means a family living in the same domestic dwelling.
- (c) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- (d) Unpaid Leave for Family Purposes
- An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 15.14(b) above who is ill.
- (e) Recreation (Annual) Leave
- An employee may elect to take recreation (annual) leave in multiples of one hour pursuant to 15.7 of the Award for the purpose of providing care and support to a member of a class of person set out in above who is ill.
- (f) Time Off in Lieu of Payment for Overtime
- (i) For the purpose only of providing care and support for a person in accordance with 15.14(b) above, and despite the overtime provision of this Award, the following provisions shall apply.
 - (ii) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) If, having elected to take time off as leave in accordance with 15.14(f)(ii) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
 - (iv) Where no election is made in accordance 15.14(f)(ii) the employee shall be paid overtime rates in accordance with Award.
- (g) Make-up Time
- (i) An employee may elect, with the consent of the employer, to work make-up time. Under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work make-up time (under which the employee takes time off ordinary hours and works those hours at a later time). At the shift work rate which would have been applicable to the hours taken off.
- (h) Rostered Days Off
- (i) The following will apply only to those employees working under a rostered shiftwork arrangement in which time worked during each shift is accrued towards the taking of a Rostered Day Off.
 - (a) For the purpose only of providing care and support for a person in accordance with 15.14(b) above, an employee may elect, with the consent of the employer, to take a rostered day off on a day other than the usual rostered day off.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all

rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and the employee, or subject to reasonable notice by the employee or the employer.

15.15 EXTENDED (LONG SERVICE) LEAVE

- (a) Subject to this clause, an employee is entitled:
 - (i) after service for ten years, to leave for two months on full pay or four months on half pay; and
 - (ii) after service in excess of ten years, to:
 - leave as provided by 15.14 (a)(i); and
 - in addition, an amount of leave proportionate to the employee's length of service after ten years, calculated on the basis of five months on full pay, or ten months on half pay, for ten years served after service for ten years.
- (b) For the purpose of calculating the entitlement of an employee to extended (long service) leave under this clause at any time:
 - (i) service referred to in this clause includes service before the commencement of this Award; and
 - (ii) there must be deducted from the amount of extended (long service) leave to which, but for this paragraph, that employee would be entitled:
 - any extended (long service) leave, or leave in the nature of extended leave; and
 - the equivalent, in extended (long service) leave, of any benefit instead of extended leave or leave in the nature of extended leave,

taken or received by that employee before that time, including any such leave taken, or benefit received, by that person in accordance with the *Public Service (Amendment) Act 1919* as in force at any time; and
 - (iii) the provisions of the *Transferred Officers Extended Leave Act 1961* have effect.
- (c) Nothing in 15.14 (b) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both 15.14 (b) (ii) and Section 3 (7) of the *Transferred Officers Extended Leave Act 1961*.
- (d) If the services of an employee with at least five years service as an adult and less than ten years service are terminated:
 - (i) by the Corporation for any reason other than the employee's serious and intentional misconduct; or
 - (ii) by the employee on account of illness, incapacity or domestic or other pressing necessity; the employee is entitled:
 - (iii) for five years service, to one month's leave on full pay; and
 - (iv) for service after five years, to a proportionate amount of leave on full pay calculated on the basis of two months leave for ten years service (that service to include service as an adult and otherwise than as an adult).
- (e) For the purposes of this 15.14 (d), "service as an adult", in the case of an employee employed to do any work for which the remuneration:

- (h) has been fixed by an Award:
 - made under the *Workplace Relations Act 1996* of the Commonwealth; or
 - made under New South Wales *Industrial Relations Act 1996*; or
- (ii) has been fixed by an agreement made in accordance with or registered under either of those Acts or in accordance with this Award:
 - means the period of service during which the remuneration applicable to the employee was at a rate not lower than the lowest rate fixed under the award, agreement, or determination for an adult male or female in the same trade, classification, calling, group or grade as the employee.
- (f) For the purposes of 15.14 (a), "service" includes:
 - (i) service under the *Teaching Services Act 1980*; and
 - (ii) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act, 1963* and
 - (iii) in the case of an employee who has completed at least ten years service - any period of leave without pay not exceeding six months, taken after that commencement.
- (g) In 15.14 (f)(iii), for the purpose of determining whether or not an employee has completed at least ten years service, the employee's period of service shall be taken:
 - (i) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*; and
 - (ii) to exclude any period of leave without pay taken after the commencement.
- (h) For the purposes of 15.14 (d), "service" does not include any period of leave without pay whether taken before or after the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.
- (i) (i) An employee who has acquired a right to extended leave with pay under 15.14(a) is entitled, immediately on the termination of the employee's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the employee may be otherwise entitled;
- (ii) any pension to which such employee is entitled under the *Superannuation Act 1916* commences from and including the date on which the employee's extended (long service) leave if taken, would have commenced.
- (j) If an employee has acquired a right under this clause to extended leave with pay and dies before starting it, or after starting it dies before which it:
 - (i) the widow or widower of the employee; or
 - (ii) if there is no such widow or widower, the children of the employee; or
 - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Corporation was, at the time of the employee's death, a dependent relative of the employee; is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the employee received at the time of his or her death, less any amount paid to the employee in respect of the leave taken or not completed.
- (k) If an employee with at least five years service as an adult and less than ten years service as referred to

in 15.14 (d) dies:

- (i) the widow or widower of the employee; or
- (ii) if there is no such widow or widower, the children of the employee; or
- (iii) if there is no such widow, widower or children, the person who, in the opinion of the Corporation, was, at the time of the death of the employee, a dependent relative of the employee;

is entitled to receive the money value of the leave which would have accrued to the employee had his or her services terminated as referred to in 15.14 (d), computed at the rate of salary that the employee was receiving at the time of his or her death.

- (l) If there is a guardian of any children entitled under 15.14 (j) or 15.14 (k), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (m) If there is no person entitled under 15.14 (j) or 15.14 (k) to receive the money value of any leave not taken or not completed by an employee or which would have accrued to an employee, payment in respect of that leave must be made to the employee's personal representatives.
- (n) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (o) If payment of the money value of leave has been made under this Award, the Corporation ceases to be liable for payment of any amount in respect of that leave.

16 TIME OFF FOR EXTERNAL STUDY AND STAFF DEVELOPMENT AND TRAINING ACTIVITIES

16.1 For the purpose of this clause:

"Accrual" shall mean the aggregation of study time granted for private purposes, by foregoing taking time off each week.

"Accumulation" shall mean the aggregation of short periods of study time granted for private study purposes.

"Approved Course" shall mean a course approved by the Corporation.

"Part-time Course" shall mean a course undertaken concurrently with employment and shall include courses involving face to face or oral instruction and those conducted externally to the institution through correspondence study.

16.2 **"STUDY ASSISTANCE"** is available as:

- (a) **"Study Time"** shall mean time allowed off from work granted on full pay, to employees who are studying in approved part-time courses relevant to the Corporation.
- (b) **"Examination Leave"** shall be granted as paid leave on full pay, up to a maximum of five days in any period of 12 months for:
 - (i) time actually involved in the examination; and
 - (ii) necessary travelling time;

but is not available where an examination is conducted within the normal class timetable during the term/semester, and study time has been granted for the employee.

16.3 GENERAL CONDITIONS FOR THE GRANTING OF STUDY TIME

- (a) Study time is available for all employees, both full and part-time, and all full-time temporary employees who are working the maximum hours for the classification. Part-time employees shall be entitled to a pro-rata allocation of study time to that of a full-time employee.

Study time may be granted at full pay to employees who are studying on a part-time basis. It is not to be granted to a person to attend a course organised essentially for full-time students, or which, in later stages, requires full-time attendance.

- (b) In determining whether it is convenient to grant study time, the Corporation will consider:
 - (i) the number and length of proposed absences, whether for attendance at classes or private study;
 - (ii) any proposal to combine study time with other leave to increase length of absence;
 - (iii) any proposal for how and when any additional study time will be made up.
- (c) Supervisors/Managers must ensure that:
 - (i) an adequate level of service is maintained;
 - (ii) additional leave is made up effectively; and
 - (iii) any study time arrangements are adequately supervised.
- (d) The Chief Executive Officer or delegate has the power to grant or refuse study time. Any refusals are to be dealt with in accordance with the Grievance and Dispute Resolution Procedures at Clause 23.

16.4 USE OF STUDY TIME

Study time may be used for:

- (a) attending compulsory lectures, tutorials, residential schools, field days etc, where these are held during working hours; and/or
- (b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- (c) private study; and/or
- (d) accumulation, as set out in 16.11.

16.5 METHODS OF TAKING STUDY TIME

Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period.

Face-to-Face

Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.

Correspondence

Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools, subject to the stated conditions.

16.6 STUDY TIME NOT TAKEN

Study time is an expendable grant which if not used at the nominated time, is lost. In an emergency situation an employee may have to forego their normal study time. In these circumstances, and if convenient to the Corporation, the time may be granted on another day in the same week.

16.7 REFUSAL OF STUDY TIME APPLICATION

- (a) Where an application for study time is refused:
 - (i) this advice must be given to the employee so that the employee has sufficient time to consider alternatives;
 - (ii) counselling must be available to assist an employee in considering alternatives; and
 - (iii) the reasons for refusal must be clearly and promptly stated, in writing, to the employee.
- (b) Where study time has been refused, an employee has the opportunity for prompt review of the refusal and the Corporation's Grievance and Dispute Resolution Procedures shall apply.

16.8 COURSES ELIGIBLE FOR STUDY TIME

Approved courses for which Study Time, as defined at 16.2 (a), is approved shall meet the following criteria:

- (a)
 - (i) lead to a recognised qualification; or
 - (ii) be a TAFE special course; or
 - (iii) be a bridging/qualifying course; or
 - (iv) be an incidental subject which forms part of a course for which study time would be available.
- (b)
 - (i) be administered by a public institution;
 - (ii) be accredited by the Higher Education Board; or
 - (iii) lead to membership of a registered professional organisation;
 - (iv) be able to be taken on a part-time basis.
- (c) Study time may be granted for more than one course at the same time, provided that the two courses together result in a part-time load. Regardless of the number of courses studied at one time, the maximum grant remains four hours per week.

16.9 CALCULATION OF STUDY TIME GRANT

- (a) Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week, which is not required to be made up.
- (b) Where there are block attendance requirements or field days, the grant is calculated by:
 - (i) totalling the attendance requirement, in hours, for the semester;
 - (ii) dividing this amount by two;
 - (iii) dividing this by the number of weeks in the semester that lectures are held; and
 - (iv) this amount, or four hours, whichever is the lesser, is the weekly amount granted.

16.10 MAKING UP EXCESS TIME OFF

- (a) Study time up to four hours per week is not required to be made up. However, hours in excess of four, and up to a maximum of five additional hours in any one week, must be made up.
- (b) In the case of repeated subjects all time must be made up, subject to the provisions of 16.13.
- (c) Time must be made up during the week concerned or later if approved by the Corporation.
- (d) Time off is not to be made up during the lunch break.
- (e) Study time to be made up (ie, in excess of four hours per week) may be made up either in advance or in retrospect. Where flexible working hours apply, the time must be made up within the framework of Clause 5 of this Award.

16.11 ACCUMULATION

- (a) Employees may choose to accumulate part or all of their study time.
- (b) Accumulated study time may be taken in any manner or at any time.
- (c) Employees on rotating shifts may accumulate study time so that they can take study time for a full shift, where this would be more convenient to both the employee and the Corporation.
- (d) Employees attempting courses, which provide for annual examinations, may vary their election as to accrual, made at the commencement of an academic year, effective from 1 July in that year.

Accordingly, an employee may elect to accrue study time at the start of an academic year and may then vary this election as at 1st July so as to take weekly study time for the remainder of the year and vice versa. Where an employee commences employment after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner. Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.

16.12 CORRESPONDENCE COURSES

- (a) Correspondence students are granted study time in the manner outlined in 16.9, ie, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week. Where there is no corresponding face-to-face course, the institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (b) Correspondence students may accumulate their study time as outlined in 16.11 in order to cover any compulsory residential schools.
- (c) Subject to the provisions of 16.11 study time is available for any one subject studied by correspondence for only one academic year.

16.13 REPEAT SUBJECTS

Ordinarily study time will not be granted to an employee for repeat subjects unless evidence can be provided that the failure was caused by circumstances beyond his/her control, such as sickness, domestic circumstances, or excessive demands on his/her work responsibilities.

16.14 COURSES INVOLVING RESEARCH AND THESIS

- (a) Block periods of study time may be granted to employees in relation to the research and thesis component of:
 - (i) higher degrees;

- (ii) qualifying studies for admission to higher degrees; or
 - (iii) honours studies.
- (b) These block periods may be granted on the following basis:
- (i) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (ii) for qualifying studies entirely by thesis the grant is ten days;
 - (iii) for masters degree studies by research and thesis only, the total grant is:
 - 25 days for courses of two years minimum duration;
 - 35 days for courses of three years minimum duration; and
 - for doctoral studies, the total grant for the course of 45 days.

16.15 EXAMINATION LEAVE

Examination leave shall be granted as paid leave for courses of study (either by face-to-face classes or by correspondence) which are approved in accordance with this clause.

The period granted is to include:

- (i) time actually involved in the examination;
- (ii) necessary travelling time;

but is limited to a maximum of five days in any one year and is not available where an examination is conducted within the normal class timetable during the term/semester, and study time has been granted to the candidate. It may be granted for deferred examinations, and in respect of repeat studies.

16.16 STAFF DEVELOPMENT AND TRAINING ACTIVITIES

- (a) Definition

For the purpose of this part, the following are regarded as staff development and training "activities":

- (i) all staff development courses either conducted by, or on behalf of the Corporation;
 - (ii) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (iii) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (b) The above definition does NOT include the following:
- (i) activities for which Study Time or examination Leave are appropriate;
 - (ii) activities where other provisions in this Award apply (eg, courses conducted or supported by the Trade Union Training Authority); and
 - (iii) activities which are of no specific relevance to the Corporation.

(c) Types of Activities

The activities defined above can be grouped into two types:

- (i) Activities considered by the Corporation to be both essential for the efficient operation of the organisation and developmental for employees.

Such training activities would include the courses which are directly related to the work of employees and seen as essential for the employees to perform their work.

- (ii) Activities considered to be principally of benefit to the person and indirectly of benefit to the Corporation.

Attendance of employees at conferences or professional societies, or a series of lectures conducted by an educational institution, are examples of such activities.

(d) Attendance at Work

Attendance of employees at activities described in 16.16 (c)(i) and (c)(ii) would be regarded as being at work. This means that where employees attended such an activity during normal working hours, they would be regarded as being at work for the purposes of payment of salary.

(e) Conditions for activities considered to be essential for the efficient operation of the Corporation

Because the activities described in 16.16 (c)(i) are seen as essential, it is clear that employees would be entitled to conditions contained in this award on the basis that the employees are performing their normal duties. These conditions would include:

- (i) regarding the time of attendance at the course as normal work time;
- (ii) adjustment for the hours so worked under flexible working hours;
- (iii) payment of course fees;
- (iv) payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course; and
- (v) payment of overtime where the activity could not be conducted during the employee's normal hours and the Corporation is satisfied that the approval to attend constitutes a direction to work overtime under Clause 6 of this Award.

(f) Conditions for activities considered to be principally of benefit to the employee and indirectly of benefit to the Corporation

The activities described in 16.16 (c)(ii) would be attended by an employee through the grant of Paid Leave up to a maximum of five days.

(g) **Higher Duties Allowance**

Payment of a higher duties allowance is to continue to be paid where the employee attends the activity in accordance with 16.16 (d) of this part.

17 RECRUITMENT, SELECTION AND APPOINTMENT

17.1 DEFINITION:

The following definition applies in this clause:

"Permanent employee" means a full-time or part-time employee as defined in clause 2 but excludes

temporary and casual employees.

17.2 RECRUITMENT AND SELECTION

(a) Filling of Vacant Positions

If a vacancy exists in a position and the Chief Executive Officer or delegate decides that it is appropriate to fill the vacancy, the position may be filled:

- (i) by the appointment, by way of transfer or promotion, of a permanent employee; or
- (ii) by the appointment of a person who, immediately before his or her appointment, was not a permanent employee.

(b) Advertising Vacant Position

- (i) If it is proposed to make a permanent appointment to a vacant position, the vacancy shall be advertised by circular within the Corporation and in any other publication (if any) as the Chief Executive Officer or delegate determines.
- (ii) The Chief Executive Officer may dispense with the requirement to advertise a vacancy.

(c) Selection to be on Merit

- (i) the Corporation shall, for the purpose of determining the merit of the persons eligible for appointment to a vacant position, have regard to:
 - (a) the nature of the duties of the position; and
 - (b) the abilities, qualifications, experience, standard of work performance and personal qualities of those persons that are relevant to the performance of those duties.
- (ii) In deciding on the appointment of a person to a vacant position which has been advertised:
 - (a) the Corporation may only select a person who has duly applied for appointment to the vacant position; and
 - (b) the Corporation must, from among the applicants eligible for appointment to the vacant position, select the applicant who has, in the opinion of the Corporation, the greatest merit.
- (iii) In deciding to appoint a person to a vacant position which has not been advertised:
 - (a) the Corporation may only select a permanent employee;

- (b) the Corporation must, from among the employees eligible for appointment, select the employee who has, in the opinion of the Corporation, the greatest merit.
- (iv) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position.
- (v) A selection committee shall, as far as practicable, consist of:
 - (a) at least three persons;
 - (b) at least one person who holds a position in a division external to the division in which the advertised position is located, or an external independent;
 - (c) at least one male and one female member;
 - (d) at least one person from an EEO group, where the nature of the position or the applicants is such that a number of applicants is expected from these sections of the community.
- (vi) A selection committee shall be constituted so as to ensure the fairest consideration of all applicants.
- (vii) A selection committee shall, as far as practicable, deal with each applicant in a similar fashion, but the committee is not required to grant an interview to all applicants.
- (viii) Nothing in this clause requires the Chief Executive Officer or delegate to adopt any recommendation made by a selection committee in relation to the filling of a vacancy.

17.3 ELIGIBILITY LISTS

- (a) Where interviews for an advertised vacant position or positions have been held, an eligibility list may be established. Such a list operates in respect of the vacancy, or vacancies, indicated in the advertisement but may also be used to subsequently fill identical or similar vacant positions not specified in the original advertisement.
- (b) An eligibility list remains current for six months from the date of approval of the recommendation of the selection committee.
- (c) Candidates placed on the eligibility list are ranked in order of merit.
- (d) The Chief Executive Officer or delegate may either use an eligibility list to fill a position or require a new selection process to be undertaken or take other administrative action.

17.4 COMMENCING RATES OF PAY

The Chief Executive Officer or delegate may approve commencing rates of pay for appointees as follows:

- (a) In the case of an external applicant or a current temporary employee:
 - (i) at the minimum rate for the position; or
 - (ii) at any existing salary point within the salary range for the position, having regard to:
 - the applicant's skills, experience and qualifications; and
 - the rate of pay required to attract the applicant; and
 - the remuneration of existing staff performing similar work.
- (b) in the case of an internal applicant (who is a permanent employee) only, where the current salary is within the range of the new position, salary upon transfer/ promotion shall be determined in the

following way:

- (i) if the employee's present rate coincides with a step on the salary range for the new position and the employee has been on that rate for less than twelve months, the employee will transfer at the same salary and retain the existing incremental date; or if the employee has been on that rate for more than twelve months, the employee will transfer with a commencing salary at the next step on the new salary range with the incremental date changing to the date of appointment to the new position.
- (ii) if the employee's present salary does not coincide with a step on the salary range for the new position, the employee's commencing salary on the new salary range will be that rate immediately above the present salary. The employee's incremental date will change to the date of appointment to the new position.
- (c) relevant experience in a voluntary or unpaid capacity should be taken into account in assessing a commencing rate to be offered to a successful applicant in a similar way that such experience is considered during the selection process.

17.5 APPOINTMENT

(a) Offer of employment

An offer letter will be provided to each successful applicant which will detail the proposed commencing salary within the specified salary range for the position and make reference to the main conditions of employment set out in Clause 3 and elsewhere in this Award.

(b) Probation

An individual permanently employed in a position who was not a permanent employee immediately prior to recruitment shall be required to serve a probationary period of six months. The Chief Executive Officer or delegate may:

- (i) dispense with the requirement for a probationary period;
- (ii) extend a probationary period up to the maximum period of two years; or
- (iii) annul the appointment of a person on probation.

(c) Medical - Fitness for Appointment

Before the expiry of an employee's probationary period, the Corporation shall require the employee to undergo a medical examination to be conducted by the Corporation's contracted medical provider for the purpose of determining the employee's fitness to carry out the duties of the position.

18 SICKNESS - MEDICAL EXAMINATION

18.1 If the Corporation has reason to believe that the health of an employee:

- (a) may render the employee a danger to other employees or to the public; or
- (b) is likely to be seriously affected by the employee remaining at work or, if the employee is absent from work, by the employee resuming work,

the Corporation may direct the employee to submit to a medical examination to be conducted by the Corporation's contracted health provider.

18.2 If the Corporation has issued any such direction to an employee, the employee:

- (a) must, if at work, cease work immediately; and

- (b) must not resume work until the completion of the medical examination concerned unless:
 - (i) the concurrence of the Corporation's contracted health provider is first obtained; or
 - (ii) a certificate is furnished by a medical practitioner that the employee is fit to resume work.
- 18.3** The Corporation shall, on receipt of a medical assessment from the Corporation's contracted health provider that an employee is:
- (a) fit to continue work in the Corporation - direct, in writing, that employee, if absent from work, to return to work; or
 - (b) unfit to continue work in the Corporation -direct, in writing, that employee:
 - (i) if at work - to cease work immediately; or
 - (ii) if absent from work - not to resume work.
- 18.4** If a direction has been given to an employee under 18.3 (a), the nature of the leave, if any, to be granted to the employee during the absence from work shall be determined by the Corporation after consideration of any relevant advice from the Corporation's contracted health provider.
- 18.5** An employee to whom a direction has been given under 18.3 (b) shall not resume work unless the Corporation, on the advice of the Corporation's contracted health provider, so approves in writing.

19 RESTRUCTURING, ORGANISATIONAL CHANGE AND MANAGING DISPLACED EMPLOYEES

- 19.1** The parties agree to an ongoing consultation process involving management and employees of the Corporation and the Association regarding any proposed restructuring of a division, branch or work unit and/or the introduction of organisational change, including technological change.
- 19.2** It is recognised that the above parties can contribute valuable ideas in the process of restructuring and organisational change. At the same time it is acknowledged that management is responsible for the final decision on the introduction of new working arrangements.
- 19.3** The parties agree that the consultation process shall not be used as a basis to delay the introduction of the restructuring or organisational change.
- 19.4** Where employees are displaced as a result of restructuring or organisational change, the Corporation will examine all available avenues for internal redeployment.
- 19.5** Where displaced employees are unable to be placed internally within the Corporation, the prevailing NSW Government policy on displaced employees shall be applied.

20 NEGOTIATING THE NEXT AWARD

The parties agree to begin negotiations 6 months prior to the expiry of this award.

21 INTENTIONS TO THE PARTIES

21.1 CLASSIFICATION STRUCTURES

The parties agree to negotiate new or revised classification structures appropriate to the business needs of the Corporation during the term of this Award.

21.2 PERFORMANCE PAY

During the term of this Award, the parties agree to investigate the development of a performance pay system linked to the Corporation's Performance Management System.

21.3 HUMAN RESOURCES MANUAL

The Corporation agrees to consult with the Association on those Human Resource Manual Policies and Procedures which flow directly from Clauses within this Award.

22 SAVINGS OF RIGHTS

Where it is demonstrated that an employee has suffered a significant loss or diminution in conditions of employment as a result of the making of this Award, the Corporation, subject to any conciliation or arbitration required by either party, will provide reasonable adjustment to such conditions of employment.

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

NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
“Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

24 GRIEVANCE AND DISPUTE RESOLUTION

Any dispute between Employee(s), the Association and the Corporation should follow the steps below. In addition, the underlying principles relating to the resolution of grievances should be followed in dealing with disputes. The *Industrial Relations Act 1996* specifies that normal work must continue while these procedures are being followed. If a health or safety risk is present, the Human Resources Manager should be notified for appropriate assessment and action.

- Step 1** Employee(s) or the Association representative should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible.
- Step 2** If the dispute is unresolved, the employees or Association representative may request another meeting where the Corporation will be represented by the immediate supervisor and the next level manager.
- Step 3** All unresolved disputes will be referred to the Corporation's Human Resources Manager who will attempt to mediate the dispute.
- Step 4** If the dispute is unresolved, the employee(s) or Association representative may approach the Director Planning and Human Resources to resolve the dispute. Where the grievance has industrial or human resource implications, the Director of Planning and Human Resources should seek the advice of the Chief Executive Officer.
- Step 5** If the dispute is still unresolved, the Employee(s), Association or the Corporation may refer the dispute to the Industrial Relations Commission of New South Wales.

25 AREA, INCIDENCE AND DURATION

- 25.1 This Award applies to all employees of the Corporation and employees of any affiliate of the Corporation as defined in Clause 2, Definitions-General.
- 25.2 This Award is made following a review under Section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the New South Wales Lotteries Corporation (Conditions of Employment) 1998 Award published on 4 December 1998 (307 IG 328) as varied.
- 25.3 It shall take effect on and from 7 May 2001 and remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

SCHEDULE 1 - EXPENSE RELATED ALLOWANCES

Table of Allowances

(1) Accommodation Expenses- Employee Arranged Accommodation (Subclause 12.5)

The following rates are tied to the Australian Public Service rates of Travelling Allowance for *Non Senior Executive Service* officers, which have been set by the Australian Taxation Office as the prescribed reasonable limits for the purposes of taxation:

	Accommodation Expenses	Breakfast	Lunch	Dinner	Incidental Expenses
Adelaide	105	16.05	17.90	30.80	13.25
Brisbane	113	16.05	17.90	30.80	13.25
Canberra	86	16.05	17.90	30.80	13.25
Darwin	105	16.05	17.90	30.80	13.25
Hobart	81	16.05	17.90	30.80	13.25

Melbourne	157	16.05	17.90	30.80	13.25
Perth	118	16.05	17.90	30.80	13.25
Sydney	140	16.05	17.90	30.80	13.25
High Cost Country Centres	See next table.	16.05	17.90	30.80	13.25
Tier 2 Country Centres (See Note below)	69	14.30	16.40	28.25	13.25
Other Country Centres	59	14.30	16.40	28.25	13.25

High Cost Country Centres- Accommodation Expenses:

Country Centre	\$	Country Centre	\$
Alice Springs (NT)	76	Katherine (NT)	78
Ballarat (Vic)	80	Kununurra (WA)	100
Broken Hill (NSW)	80	Launceston (Tas)	86
Broome (WA)	141	Maria (SA)	74
Burnie (Tas)	81	Newcastle (NSW)	80
Cairns (Qld)	88	Newman (WA)	104
Christmas Island	97	Nhulunbuy (SA)	117
Cocos (Keeling) Islands	121	Norfolk Island	121
Dampier (WA)	75	Paraburdoo (WA)	82
Derby (WA)	85	Pt Hedland (WA)	102
Devonport (Tas)	80	Roebourne (WA)	75
Exmouth (WA)	110	Thursday Island	126
Gold Coast (Qld)	102	Tom Price (WA)	82
Geelong (Vic)	75	Wagga Wagga (NSW)	75
Halls Creek (WA)	86	Weipa (Qld)	86
Horn Island	97	Wilpena (SA)	86
Jabiru (NT)	161	Wollongong (NSW)	100
Kalgoorlie (WA)	82	Wyndham (WA)	100
Karratha (WA)	125	Yulara (NT)	277

Tier 2 Country Centres are: Albany (WA), Bathurst (NSW), Bendigo (Vic), Bright (Vic), Bunbury (WA), Carnarvon (WA), Castlemaine (Vic), Geraldton (WA), Gosford (NSW), Griffith (NSW), Leeton (NSW), Northam (WA), Orange (NSW), Port Lincoln (SA).

(2) Meal Breaks and Allowances (Subclause 14.2(a))

Meal Allowances:

- | | | |
|----------|----------|--------------------------------------|
| (a)(i) | \$10.00 | |
| (a)(ii) | \$15.00 | |
| (a)(iii) | \$10.00 | |
| (a)(iv) | \$15.00, | subsequent meal allowance of \$10.00 |
| (a)(v) | \$15.00, | subsequent meal allowance of \$10.00 |

(3) Use of Private Motor Vehicles (Subclause 14.3)Motor Car Allowance - Official Business

<u>Engine Capacity</u>	<u>Rate per Kilometre</u>
Over 2700 cc	63.2 cents
1600 to 2700 cc	58.8 cents
Under 1600 cc	42.1 cents

(4) Garage Allowance (Subclause 14.4)

An allowance of \$392 per year.

(5) Home Office Allowance (Subclause 14.5)

An allowance of \$555 per year.

(6) Adjustment of Allowances

The Accommodation Allowances - Employee Arranged Accommodation as prescribed in Item 1 of this Schedule shall be varied in line with adjustments determined for Australian Public Service rates of Travelling Allowance for Non Senior Executive Service officers.

The allowances prescribed under Items 2,3,4 and 5 of this Schedule shall be reviewed at the expiry of this Award, in line with movements of the Consumer Price Index.

SCHEDULE 2 - 12 HOUR SHIFTWORK ROSTERS -8 WEEK ROTATIONS**FEATURES:**

- 4 teams
- 2 day shifts followed by 2 night shifts, then 4 days off duty
- 8 week rotating roster period
- 28 shifts of 10 hours ordinary working time completed in each period
- 280 hours/ 8 weeks = 35 hour week average
- 28 shifts x 30 minutes Rostered Time Off - totals 14 hours accrued in 8 weeks

WEEK 1							WEEK 2						
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu

1	1	2	2	3	3	4	4	1	1	2	2	3	3
4	4	1	1	2	2	3	3	4	4	1	1	2	2

WEEK 3**WEEK 4**

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
4	4	1	1	2	2	3	3	4	4	1	1	2	2
3	3	4	4	1	1	2	2	3	3	4	4	1	1

WEEK 5**WEEK 6**

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
3	3	4	4	1	1	2	2	3	3	4	4	1	1
2	2	3	3	4	4	1	1	2	2	3	3	4	4

WEEK 7**WEEK 8**

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
2	2	3	3	4	4	1	1	2	2	3	3	4	4
1	1	2	2	3	3	4	4	1	1	2	2	3	3

SCHEDULE 3 - CALCULATION OF ANNUALISED SHIFT LOADING FOR 12 HOUR SHIFTS

The currently applicable shift loadings are calculated on an annual basis with the following assumptions being made:

- 182 shifts of 10 hours working time (per 12 hour shift) worked in a year
- 28 shifts worked in an 8 week (56 day) rotating roster period
- 6.5 x 56 day rotating roster periods = 364 days
- 65 day shifts calculated at:
 - 21 x nil day shift loading
 - 22 x 10% afternoon shift loading
 - 22 x 12.5% afternoon shift loading
- Half-day (3.5 hours) Christmas Eve/ New Year's Eve Concession is paid out
- The first meal break (1 hour) is an unpaid meal break
- The second meal break of 30 minutes is a paid meal break at the ordinary salary rate of pay

Calculations are as follows:Day shifts - Monday to Friday

21 x 10 hours + nil %	=	210 hours	
22 x 10 hours + 10%	=	242 hours	
<u>22 x 10 hours + 12.5%</u>	=	<u>247.5 hours</u>	
650 hours		(+699.5)	699.5

Night shifts - Monday to Friday

<u>65 x 10 hours + 15%</u>	=	<u>747.5 hours</u>	
650 hours		(+747.5)	1447

Saturday shifts - Day and Night

26 x 10 hours + 50%	=	390 hours	
260 hours		(+390)	1837

Sunday shifts - Day and Night

<u>26 x 10 hours + 75%</u>	=	<u>455 hours</u>	
260 hours		(+455)	2292

Total Hours Worked - 1820 p.a.Hours Paid - 2292Plus Public Holidays - (11 per year x $\frac{35}{5}$ hours week average = 77 hours)

40 hours "on" x 150%	=	60	
<u>37 hours "off" x 100%</u>	=	<u>37</u>	
77 hours		(+97)	

Less normal loadings paid Monday to Sunday

30 hours day shifts (M-F) x 9% (average)	=	2.7	
27 hours night shifts (M-F) x 15%	=	4.05	
10 hours (Saturday shift) x 50%	=	5.00	
<u>10 hours (Sunday shift) x 75%</u>	=	<u>7.5</u>	
77		(-19.25)	<u>(+ 77.75)</u>
			2369.75

Plus Premier's Day Christmas Concession

3.5 hours + 12.5% average	=	<u>3.94</u>	
		(+3.94)	2373.69

Plus Paid 30 minute second meal break at
ordinary salary rate of pay

<u>0.5 hours</u> x 182 shifts p.a.	=	<u>91 hours</u> (+91)	<u>2464.69</u>
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Total Hours Paid	2464.69
(Less)Total Hours Worked pa	<u>-1820.00</u>
Difference	644.69

Annualised Shift Loading	=	35.4%
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R. W. HARRISON, *D.P.*

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(702)

SERIAL C0494**WAREHOUSE EMPLOYEES' — GENERAL (STATE) AWARD****INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

Applications by the Shop, Distributive and Allied Employees' Association, New South Wales, and another, industrial organisations of employees.

(Nos. IRC 3674 and 3675 of 2001)

Before the Honourable Justice Kavanagh

12 June 2001

VARIATION

1. Delete subclause (iv) of clause 4A, State Wage Case Adjustment, of the award made 21 June 2001, and insert in lieu thereof the following:

(iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. 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 (i) Adult Employees, of Table 1 — Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1— Wages

(i) Adult Employees —

Group No.	Classification	Former rate (includes June 1998 SWC \$14)	June 1999 SWC per week \$	May 2000 SWC Per week \$	May 2001 SWC Per week \$	Total rate per week \$
1	Checker	397.70	12.00	15.00	13.00	437.70
2	Assembler	397.70	12.00	15.00	13.00	437.70
3	Replenisher/Stockhand	397.70	12.00	15.00	13.00	437.70
4	Sorter	397.70	12.00	15.00	13.00	437.70
5	Wrapper/Tier	397.70	12.00	15.00	13.00	437.70
6	Indoor Salesperson	397.70	12.00	15.00	13.00	437.70
7	Department Manager — in charge of:					
	(i) from 1 to 4 assistants	412.30	12.00	15.00	13.00	452.30
	(ii) from 5 to 12 assistants	420.70	12.00	15.00	13.00	460.70
	(iii) from 13 to 25	429.60	12.00	15.00	13.00	469.60

	assistants					
	(iv) over 25 assistants	434.30	12.00	15.00	13.00	474.30

Includes three \$8.00 Arbitrated Safety Net Adjustments and the August 1997 SWC.

3. Delete Items 1, 2 and 4 of Table 2 — Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	4(v)	Allowance for Section Head	7.90 per week
2	4(vi)	Qualified Parts Salesman	13.90 per week
4	23(ii)	First-aid	1.78 per day

4. This variation shall take effect from the first pay period to commence on or after 12 July 2001.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by . the Shop, Distributive and Allied Employees' Association, New South Wales, and another, industrial organisations of employees.

(Nos. IRC 3676 and 3677 of 2001)

Before the Honourable Justice Kavanagh

12 June 2001

VARIATION

1. Delete subclause (a) of clause 4, Arbitrated Safety Net Adjustment, of the award published 1 June 2001 (325 I.G. 1) and insert in lieu thereof the following:

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. 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 Table 1 — Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 — Wages

Item No	Classification	Base Rate (Includes June 1998) SWC \$14 \$	June 1999 SWC Per Week \$	May 2000 SWC Per Week \$	May 2001 SWC Per Week \$	Total rate per week \$
DIVISION I —						
1	Chief Chemist	525.05	10.00	15.00	15.00	565.05
2	Research Chemist	484.15	12.00	15.00	15.00	526.15
3	Analytical and/or process Chemist	456.20	12.00	15.00	13.00	496.20
4	Trainee Chemist —					
	First year of adult service	405.30	12.00	15.00	13.00	445.30
	Second year of adult service	421.70	12.00	15.00	13.00	461.70
	Third year of adult service	438.20	12.00	15.00	13.00	478.20
5	Laboratory Assistant	413.30	12.00	15.00	13.00	453.20
DIVISION II —						
6	Pill Making	417.30	12.00	15.00	13.00	457.30
7	Pill and Tablet Making	417.30	12.00	15.00	13.00	457.30
8	Manufacturing complex Pharmaceuticals involving a chemical change	417.30	12.00	15.00	13.00	457.30
9	Granulating (hand, Machine and/or hot table)	417.30	12.00	15.00	13.00	457.30

DIVISION III —						
10	Tablet Compressing	411.20	12.00	15.00	13.00	451.20
11	Hydrogen Peroxide	411.20	12.00	15.00	13.00	451.20
12	Spirit recovery still operator	411.20	12.00	15.00	13.00	451.20
13	Spiritous percolating	411.20	12.00	15.00	13.00	451.20
14	Nail Lacquer	411.20	12.00	15.00	13.00	451.20
15	Manufacturing empty hard Gelatine capsules	411.20	12.00	15.00	13.00	451.20
16	Machine attendant	411.20	12.00	15.00	13.00	451.20
DIVISION IV						
17	Fluid Magnesia	406.70	12.00	15.00	13.00	446.70
18	Emulsions (cod liver oil and paraffin types)	406.70	12.00	15.00	13.00	446.70
19	Toothpaste	406.70	12.00	15.00	13.00	446.70
20	Ointments	406.70	12.00	15.00	13.00	446.70
21	Cosmetics for males and Females	406.70	12.00	15.00	13.00	446.70
22	Perfumes	406.70	12.00	15.00	13.00	446.70
23	Creams	406.70	12.00	15.00	13.00	446.70
24	Lotions and repellents	406.70	12.00	15.00	13.00	446.70
25	Hair Sprays	406.70	12.00	15.00	13.00	446.70
26	Hair oils and hair tints	406.70	12.00	15.00	13.00	446.70
27	Manufacturing pharmaceuticals not Otherwise provided for	406.70	12.00	15.00	13.00	446.70
28	Bottle Checker and sorter	406.70	12.00	15.00		446.70
29	Filling raw materials, partly processed materials &/or finished products into bulk receptacles for subsequent processing	406.70	12.00	15.00	13.00	446.70
30	Manufacture for any of the above items for aerosol packs	406.70	12.00	15.00	13.00	446.70
DIVISION V —						
31	Laboratory Attendant	397.50	12.00	15.00	13.00	437.50
32	Household chemicals, cleaners and detergents	397.50	12.00	15.00	13.00	437.50
33	Bottle washer (by hand or machine)	397.50	12.00	15.00	13.00	437.50
34	Quality Inspector	397.50	12.00	15.00	13.00	437.50
35	APC and Seiditz powder machine operator	397.50	12.00	15.00	13.00	437.50
36	Filling and finishing retail packs up to transfer point from factory end of line packaging departments to warehouse and dispatch departments	397.50	12.00	15.00	13.00	437.50
37	Cutting, filling or sealing Ampoules	397.50	12.00	15.00	13.00	437.50
38	All other employees not otherwise provided for	397.50	12.00	15.00	13.00	437.50

3. Delete Items 1, 2, 3, 4, 5, 6, 8 and 9 of Table 2 — Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	3(d)(i)	Junior trainee lab assistants who undertake an appropriate certificate course	1.45 per week
2	3(d)(ii)	Senior hands	4.20 per week
3	3(d)(iii)	Charge Hands' Allowances: In charge of 1 to 5 employees In charge of 6 to 10 employees In charge of more than 10 employees	16.10 per week 19.30 per week 23.20 per week
4	3(d)(iv)	Employees appointed as checkers	3.50 per week
5	15(e)(i)	Engaged on morning or afternoon shifts	12.78 per shift
6	15(e)(ii)	Engaged on night shifts	17.20 per shift
8	28(f)	Required to perform work of an unusually dirty, dusty and/or offensive nature or temperatures of abnormal heat/cold	0.38 per hour
9	28(q)	Appointed as a first-aid attendant	2.32 per day or shift

4. This variation shall take effect from the first full pay period to commence on or after 6 July 2001.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(701)

SERIAL C0496**WAREHOUSE EMPLOYEES DRUG (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees.

(Nos. IRC 3678 and 3679 of 2001)

Before the Honourable Justice Kavanagh

12 June 2001

VARIATION

1. Delete subclause (d) of clause 12, Wages, of the award published 25 May 2001 (324 I.G. 1181) and insert in lieu thereof the following:

(d) The rates of pay in this award include the adjustments payable under the State Wage Case 2000. These adjustments may be offset:

- (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 (i) Adult Employees of Table 1 — Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

(i) Adult Employees —

Classification	SWC 1998 \$	SWC 1999 \$	SWC 2000 \$	SWC May 2001 \$	Total rate per week \$
Checker (first 3 months)	14.00	12.00	15.00	13.00	452.65
Assembler (first 3 months)	14.00	12.00	15.00	13.00	452.65
Checker	14.00	12.00	15.00	13.00	473.50
Assembler	14.00	12.00	15.00	13.00	473.50
Indoor Salesperson	14.00	12.00	15.00	13.00	471.80
Section Leader	14.00	12.00	15.00	13.00	492.30
Buyer	14.00	12.00	15.00	13.00	492.30
Buyer in charge	14.00	12.00	15.00	15.00	507.20
Department Manager - Second in Charge	14.00	12.00	15.00	15.00	507.20
Department Manager	14.00	12.00	15.00	15.00	548.95

This table represents the total rate for each classification after the minimum rates adjustment process is completed.

3. Delete Items 1, 2, 4 and 5 of Table 2 — Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount
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			\$
1	9(e)(i)	Morning or Afternoon Shift Allowance	12.74 per shift
2	9(e)(ii)	Night Shift Allowance	17.20 per shift
4	35(f)	First-aid	1.92 per shift
5	35(g)	Dirty Work, etc.	0.38 per hour

4. This variation shall take effect from the first full pay period to commence on or after 6 July 2001.

T. M. KAVANAGH *J.*

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(696)

SERIAL B8650**VEGETABLE OILS, &c., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 2999 of 1999)

Before Commissioner Buckley

2 July 1999

VARIATION

1. Delete subclause (iv) of clause 4, Arbitrated Safety Net Adjustment, of the award published 15 May 1998 (304 I.G. 1002), as varied, and insert in lieu thereof the following:

(iv) The rates of pay in this award include the adjustments payable under the State Wage Cases of June 1998 and June 1999. These adjustments may be offset against:

- (A) any equivalent overaward payments; and/or
- (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

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

(i) Adult Employees —

Classification	Base Rate \$	SWC June 98 \$	Total Rate of Pay \$
Level One (96%) —			
Solvent Extractor	448.50	12.00	460.50
Refiner	448.50	12.00	460.50
Level Two (89.9%) —			
Machine Operator	423.10	12.00	435.10
Assistant Refiner	423.10	12.00	435.10
Press Person	423.10	12.00	435.10
Employee Working Expellers	423.10	12.00	435.10
Oil Pumpperson	423.10	12.00	435.10
Delinter &/or Dehuller Operator	423.10	12.00	435.10
Forklift Operator	423.10	12.00	435.10
Meat Packer and Sewer	423.10	12.00	435.10

Level Three (87.4%) —			
Crusher Feeder	412.70	12.00	424.70
Solvent Extractor Hand	412.70	12.00	424.70
Baler Operator	412.70	12.00	424.70
Seed Intake Operator	412.70	12.00	424.70
Level Four (83%) —			
All Others	394.40	12.00	406.40

(ii) Junior Employees — Percentage of the total wage for "All Others" —

Age	Percentage
At 17 years and under	75
At 18 years of age	100

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
	3(iii)	Leading Hand Allowance —	Per Week
1		In charge of 3 to 6 employees	16.60
2		In charge of 7 to 10 employees	20.50
3		In charge of 11 to 15 employees	24.60
4		In charge of over 15 employees	30.80
5	3(v)	During cotton seed operations	0.19 per hour
6	9(i),(iii)	Meal allowance	7.10
7	20	First-aid allowance	1.95 per day or shift

3. This variation shall take effect from the first full pay period to commence on or after 17 November 1999.

A. K. BUCKLEY, Commissioner.

(1398)

SERIAL C0147

KILPATRICK GREEN PTY LTD BHP ENTERPRISE AWARD 1998

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1099 of 2001)

Before the Honourable Mr Deputy President Harrison

7 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Kilpatrick Green Pty Ltd BHP Enterprise Award published 9 July 1999 (309 I.G. 1123), as varied, be rescinded on and from 26 April 2001.

R. W. HARRISON, *D.P.*

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(1398)

SERIAL C0146

**KILPATRICK GREEN PTY LTD SYDNEY
ENTERPRISE AWARD 1998**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1101 of 2001)

Before the Honourable Mr Deputy President Harrison

7 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Kilpatrick Green Pty Ltd Sydney Enterprise Award published 30 July 1999 (310 I.G. 215), as varied, be rescinded on and from 26 April 2001.

(Note: The conditions of employment formerly provided for in the said award are now regulated by the Kilpatrick Green Sydney Enterprise Agreement 2000—2002 (EA 00/211) approved by the Commission on 30 March 2000 in Matter No. IRC 00/1039).

R. W. HARRISON, *D.P.*

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