



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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TEACHERS (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Catholic Commission for Employment Relations, industrial organisation of employees.

(No. IRC 1686 of 2004)

Before Mr Deputy President Sams

3 September 2004

AWARD

PART A - CONDITIONS

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2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A teacher may be employed as a Temporary Teacher in the following circumstances:
 - (i) where a teacher is employed to replace a teacher on leave or secondment;
 - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - (iii) where a teacher is employed on a specific programme not funded by the diocese, or a new programme or initiative funded by the diocese which is not of an on-going nature.
 - (iv) where a teacher resigns during a school year and the usual diocesan practice is that such positions are filled on a temporary basis.
 - (v) where an ongoing position has not been able to be filled using normal selection criteria and the teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, such reason being one of the reasons specified above.

In the case of paragraphs (i), (ii) and (iii), the appointment may be for a period of up to two full school years. The employer, the union and the teacher may agree to extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

In the case of paragraph (iv) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (v) the appointment may be for a period of up to one full school year. The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the *Education Act* 1990 or any registered special school within the meaning of that Act or school for the disabled.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two or Three Years Trained nor a Graduate Without a Teaching Qualification.
- (m) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education (four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (p) "Five Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily

- completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
- (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Year/Three Years Trained Teacher" means; a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification.
 - (r) "Graduate Without A Teaching Qualification" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
 - (s) "Teacher-Librarian " means a teacher appointed as such.
 - (t) "Senior Teacher - 1" means a teacher classified as such prior to the introduction of this award.
 - (u) "Primary Department" means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.
 - (v) "Secondary Department" means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.
 - (w) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
 - (x) Positions of Special Responsibility:
 - (i) "Co-ordinator 1" means a teacher appointed as such with duties as set out in the relevant Diocesan enterprise agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as set out in the relevant Diocesan enterprise agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as set out in the relevant Diocesan enterprise agreement.
 - (iv) "Senior Teacher 2" means a teacher appointed as such with duties as defined in the relevant Diocesan enterprise agreement.
 - (y) "Union" means the New South Wales Independent Education Union.
 - (z) "Diocese" means the one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong as appropriate."
 - (aa) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
 - (bb) "Statement of Service" means a statement from an employer that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Selection and Appointment Procedures.

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

3.3 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential duties.

3.4 Lunch Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a luncheon break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.5 Teacher Skill Development

- (a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development.

- (b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.
- (c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
- (d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this sub-clause with appropriate modification and shall be expected to participate as appropriate.

3.6 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.

3.7 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.

3.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. Salaries and Related Matters

4.1 Salaries Payable -

- (a) The minimum annual rate of salary payable to full-time teachers in schools shall be as set out in Table 1 - Wage Rates of Part B, Monetary Rates. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.
- (b) Five Years Trained Teacher

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.
- (c) Four Years Trained

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.
- (d) Three Years Trained Teacher
 - (i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.
 - (ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.
- (e) Two Years Trained Teacher
 - (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.
 - (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
 - (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.
 - (iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.
- (f) Conditionally Classified Two Years Trained Teacher

A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 of the scale and progress accordingly to years of service to Step 6 of the scale; provided that a teacher shall, after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.
- (g) Conditionally Classified Three years Trained Teacher

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(h) Graduate Without A Teaching Qualification

A Graduate Without a Teaching Qualification shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(i) Teacher Not Otherwise Classified

A Teacher Not Otherwise Classified shall commence on Step 1 of the scale and progress according to years of service to Step 6.

(j) Previous Award Classification

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

4.2 Special Education Teacher Allowance

(a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in sub-clause 4.1 of this clause an allowance as set out in Item 1 of Table 3 - Other Rates, of Part B, Monetary Rates.

(b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in (a) of this sub-clause, a further allowance at the rate as set out in Item 2 of the said Table 3 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 3.

4.3 Credit For Previous Teaching Service

(a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:

- (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;
- (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;
- (iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service.

(b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with sub-clause 4.4.

4.4 Credit for Other Service

(a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (e.g.

employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

(b) Other Industry Experience

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

(c) Child-Rearing

A teacher who, after completing one year of continuous service, ceases employment and is primarily engaged in child rearing, shall have such period recognised upon return to teaching on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

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

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

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

This sub clause will apply only to teachers employed or re-employed in Catholic school systemic schools after 7 April 1991.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this sub-clause.

4.5 Process For Applying For Credit For Service

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

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.
- (b)
 - (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;
 - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or
 - (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
 - (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.
- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.
- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, a Graduate Without a Teaching Qualification or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Payment of Salary

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

4.8 Payment of Part-Time Temporary and Casual Teachers

(a)

- (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
- (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours which a full-time teacher-librarian at the school would be required to work if employed.
- (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.

(b) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with corresponding classification.

(c) The salary payable to a casual teacher shall be the appropriate rate in subclause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment or by 408 in the case of a half-daily payment; plus an additional 5% loading provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	6
Two Years Trained	5
Not Otherwise Classified	1
Graduate without a Teaching Qualification	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*.

4.9 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 3 - Other Rates of Part B, Monetary Rates. This paragraph shall not apply to the Dioceses of Armidale, Bathurst, Wagga Wagga and Wilcannia-Forbes (see the relevant Enterprise Agreement). In the case of the Diocese of Lismore refer to Annexure C of this award.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.10 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.11 Overpayment

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment, including, where necessary and appropriate, discussion between the union and relevant employer representatives.

4.12 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.

5. Promotion Positions

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be as set out in Item 1 of Table 2 - Allowances for Promotion Positions, of Part B, Monetary Rates. Such allowances shall be in addition to the salary applicable to the appointee.
- (b) The allowance for the Assistant Principal position shall be as set out in Item 2 of Table 2. Such allowance shall be in addition to the salary applicable to the appointee.

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for ten or more consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in subclause 5.5, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which aggregate more than 54 hours per week averaged over the school year, a Co-ordinator 2 shall be appointed to co-ordinate such area of instruction unless otherwise provided in the relevant Diocesan enterprise agreement.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year. Where hours per week exceed 108 hours per week, the area of instruction shall attract the equivalent of a Co-ordinator 3. There is no requirement to appoint a Co-ordinator 3 as such, the position may be filled by appointing a Co-ordinator 2 assisted by a Co-ordinator 1.

5.5 Promotion Positions - Primary and Secondary Departments

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of promotions points required to be appointed in a Secondary Department shall be determined in accordance with the points as set out in the following table:

Secondary Enrolments at Previous Year's Census Date	Co Coordinator Points		Totals
	General	Learning Technologies	
1-200	2	-	2
201-300	4	-	4
301-350	9	-	9
351-400	9	-	9
401-450	11	-	11
451-500	13	-	13
501-550	15	-	15
551-600	16	-	16
601-700	17	-	17
701-800	23	2	25
801-900	26	2	28
901-1000	28	2	30
1001-1200	30	2	32
1201-1400	32	2	34
1401-1600	34	2	36

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

- (c) The minimum number of promotions points required to be appointed in a Primary Department shall be determined in accordance with the points as set out in the following table:

Secondary Enrolments at Previous Year's Census Date	Co Coordinator Points		Totals
	General	Learning Technologies	
1-100	-	-	-
101-200	-	-	-
201-250	1	-	1
251-300	2	-	2
301-400	2	-	2
401-500	4	-	4

501-600	4	-	4
601-700	6	1	7
700+	6	2	8

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

5.6 Period of Appointment

The period of appointment shall be as specified in the relevant Diocesan enterprise agreement.

6. Teacher Librarians

For classifications and duties of teacher-librarians refer to Annexure A

7. Annual Adjustment of Salary

7.1 This clause will apply:

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

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

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 7.2 shall be calculated in accordance with the following formula:

$$\begin{array}{lcl} \text{Step 1} & \frac{A \times B}{C} & = D \\ \text{Step 2} & D - E & = F \\ \text{Step 3} & \frac{F \times G}{2} & = H \end{array}$$

where:

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

H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

Step 1 $A - B = C$

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

Step 3 $F - B = G$

where:

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

7.4 Teachers who commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to sub-clause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who take Approved Leave Without Pay or Parental Leave

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

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
- (i) by applying for formula in sub-clause 7.3 as if no payment had been made to the teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

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

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

8. Annual Holiday Loading

8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.

8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.

8.3 The loading shall be calculated:

- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under subclause 8.6.

8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.

8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries and clause 5, Promotion Positions, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to subclause 7.3, of clause 7 Annual Adjustment of Salary or subclause 16.4 of clause 16 Termination.

8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or sub-clause 16.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. Union Members and Representative

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to discuss union business with the employer or the Principal. Such discussion shall take place at a time and place convenient to both parties.

10. Sick Leave

- 10.1 Entitlement - Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:
- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.
 - (b) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
 - (c) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputed by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
 - (d) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
 - (e) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
 - (f) The teacher, if required by the employer, complies with subclause 10.4 of this clause.
- 10.2 Accumulation - Sick leave shall accumulate from year to year as follows:
- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
 - (b) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.
- 10.3 Evidence of Sickness
- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
 - (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.

- (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
- (ii) After consideration of the teacher's response, the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
- (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the principal of the school and the Diocesan office.
- (v) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months if either party to the award so requests.

10.4 Portability

- (a) A teacher who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary teacher, and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 29 January 1996 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with or in the Diocese.
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
 - (i) The teacher has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (ii) The former Catholic Diocesan employer or Catholic Independent School will provide to each employee, on the employee's termination of employment, a completed version of the form set out in Annexure B of this award and the teacher will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong, and "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award published on 21 August 1998 (306 IG 295) (as varied from time to time) or any award replacing such award.

- (e) Notwithstanding paragraphs (a) and (b) of this sub-clause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools to a Catholic Diocesan Employer shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of sub-clause 10.1 shall not exceed 25 days (with one or more employers).

11. Catholic Personal/Carer's Leave

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

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days accrued sick leave entitlement, provided for at Clause 10 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) If required, the teacher shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the teacher. A teacher is not entitled to family 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 teacher being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to 5 of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

With the consent of the employer, a teacher may elect to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill.

12. Parental Leave

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996, is granted maternity leave for a period of nine weeks or longer by the employer and commences maternity leave on or after 27 January 2004, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for nine weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the teacher requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after 27 January 2004, if the first day off work due to maternity leave is on or after 27 January 2004.

12.2 Adoption Leave

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

12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act*, 1996.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

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

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

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 10.4(d) of this award.

- (b) This sub-clause shall take effect from 19 July 2004.

13. Long Service Leave

- 13.1 Applicability of *Long Service Leave Act* 1955 - Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to teachers employed under this award.

13.2 Quantum of Leave - Subject to subclause 13.3 of this clause, the amount of long service leave to which a teacher shall be entitled shall be:

- (a) In the case of a teacher who has completed at least ten years service with the same employer:
 - (i) in respect of ten years service so completed, 13 weeks; and
 - (ii) in respect of each additional seven years of service with the employer since the teacher last became entitled to long service leave, 13.3 weeks; and with effect from 1 February 2001, 14 weeks;
 - (iii) on the termination of the teacher's employment, in respect of the service with the employer since the teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service and with effect from 1 February 2001, 2.0 weeks for one year's service.
- (b) In the case of a teacher who has completed with an employer five years service but less than ten years, and whose service is terminated, or ceases for any reason, be a proportionate amount on the basis of 13 weeks for ten years service.

13.3 Calculation of Entitlement - In the case of a teacher whose service with an employer began before 7 December 2000 and whose service would entitle the teacher to long service leave under this clause, the amount of long service leave to which such teacher shall be entitled shall be the sum of the following amounts:

- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act* 1955 in respect of the period of service before 1 August 1985;
- (b) an amount calculated on the basis of the provisions of clause 12, Long Service Leave of the Teachers (Non-Government Schools) (State) Award* published 12 January 1983 and reprinted 11 July 1984 and further re-printed 10 May 1996 (292 IG 651) in respect of the period from 1 August 1985 to 30 January 1995;
- (c) an amount calculated on the basis of the provisions of clause 12 Long Service Leave of the Teachers (Country and Regional Dioceses) (State) Award**(published 12 June 1998 305IG277) as varied in respect of the period from 30 January 1995 to 7 December 2000; and
- (d) an amount calculated on the basis of the provisions of this clause from 7 December 2000.

Notation:

*This award provided for 10.5 weeks long service leave for the first ten years of service and then 1.5 weeks for each completed year of service after ten years qualifying service.

**The provisions of this award were the same as the provisions in the current award applicable to the period from 7 December 2000 to 1 February 2001.

- (e) Diocese of Wagga Wagga - Primary Schools

Notwithstanding the other provisions of this sub-clause, in the period from 1 January 1995 until 27 January 1998 the long service entitlement of teachers employed in the Diocese of Wagga Wagga was as set out in the Enterprise Agreement Teachers Employed in the Catholic Education Office, Diocese of Wagga Wagga (EA 178/94). This Agreement provided for 13 weeks of long service leave in the first ten years of service and then 2 weeks for each year of service after ten years qualifying service.

13.4 Conditions of Taking Leave

- (a) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as

practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.

- (b) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (c) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.9 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (d) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

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

Notation:

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

13.6 The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking maternity leave (including paid and unpaid leave in accordance with clause 12, Parental Leave and Allowances) or other approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.7 Payment in Lieu of Long Service Leave

- (a) Where a teacher takes long service leave for an entire school term, the teacher and the employer may agree that, in addition to the long service leave, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

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

- 13.9 Long Service Leave in Short Blocks - An employer may permit a teacher to take long service leave in short blocks (of less than a full term) provided that
- (a) professional obligations are taken into account
 - (b) the minimum period of leave is four weeks
 - (c) the leave is not taken during the first term
 - (d) the leave is granted for one period only within a given school year
 - (e) the period of leave is taken within a single term

14. Renewal Leave

- 14.1 The parties to this award recognise that the quality of teaching and students' educational outcomes may be improved by teachers' experiences out of the school environment, including further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.
- 14.2 The parties agree to implement a scheme of renewal leave. The parties are to agree on the terms of entry continuation and exit from the scheme, including the requirement to take the leave over a full school year and specifying the time frame in which the leave is to be taken by the teacher.
- 14.3 The period of renewal leave will be treated as if it were leave without pay for the purpose of other entitlements under this award including incremental progression.

15. Other Leave

15.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in their absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) the employer in their absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in Clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of Clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.

15.2 Military Reserve Leave

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

15.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

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

15.4 Jury Service

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

15.5 Short Community Service

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

15.6 Overseas Volunteer Programs

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

This sub-clause shall not apply to the Diocese of Wilcannia-Forbes.

16. Termination

16.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of

notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

16.2 Summary Dismissal

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

16.3 Payment on Termination

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

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

16.4 Calculation of Payments

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

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

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

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

where:

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

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

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

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

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

where:

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

16.5 Statement of Service

Refer to sub-clauses 3.6 and 3.7 of clause 3, Terms of Engagement.

17. Occupational Superannuation (Contribution By Employer)

17.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotions Position of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7 Annual Adjustment of Salary or clause 16 Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

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

17.3 Benefits

- (a) Except as provided in paragraphs (b), (d), (e) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time per cent of the employee's basic earnings.
- (b) Where an employee is absent on sick leave and only entitled pursuant to the provisions of this award to receive payment for such sick leave at half pay, the employers' contributions pursuant to this award in respect of that employee during the period of such sick leave shall be reduced to three per cent of the half pay to which the employee is entitled.

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

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (f) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (g) An employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (ii) qualified employees in each ensuing year of employment with that employer.

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

- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (e) of this subclause in the case of a full-time employee and paragraph (g) of this subclause in the case of a casual employee.

17.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (f) of subclause 17.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

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

18. Anti-Discrimination

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

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

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

19.1 Definitions

For the purpose of this clause:

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

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

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

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

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

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

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

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

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

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

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

19.3 Access to files

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

- (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

19.4 Additional Documentation from Employee

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

19.5 Confidentiality of documents and files

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

20. Suspension

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

21. Disputes Procedure

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

- 21.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 21.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 21.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 21.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 21.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 21.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

22. No Extra Claims

- 22.1 Subject to sub-clause 22.3 it is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2005.
- 22.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales

(including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2005 and no claim can be made for such increases.

- 22.3 The parties agree that leave is reserved to the parties to seek to vary the award in respect of long service leave as agreed between the parties in July 2004 and in relation to the allocation of Co-ordinator points in the Diocese of Lismore.

23. Area Incidence and Duration

- 23.1 This award replaces and rescinds the Teachers (Country and Regional Dioceses) (State) Award 2000 (published 6 April 2001 323 I.G. 734) as varied and the Teachers (Country and Regional Dioceses) (State) Interim Salaries Award 2004.
- 23.2 It shall apply to all teachers employed in any recognised Catholic school or special school registered under the provisions of the *Education Act* 1990 and operated by one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong and all teachers employed in Catholic High School, Griffith.

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
 - (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
 - (c) employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
 - (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act* 1987.
- 23.3
- (a) Subject to paragraph (b), this award shall take effect from 1 January 2004 and remain in force until 31 December 2005.
 - (b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the following provisions shall not take effect until the date specified below:
 - (i) sub-clause 12.4 - 19 July 2004
 - (ii) paragraph (2) (e) - 31 January 2005
 - (iii) sub-clause 3.2 - 31 January 2005.

In the case of paragraph (e) of clause 2, prior to 31 January 2005 the definition of temporary teacher shall be as set out in section 3 of Annexure A.

PART B

MONETARY RATES

Table 1 - Wage Rates

ANNUAL SALARY			
Step	Effective from first pay period on or after 1 January 2004	Effective from first pay period on or after 1 July 2004	Effective from first pay period on or after 1 January 2005

	(5.5%) \$	(3%) \$	(3.5%) \$
1	33,638	34,647	35,860
2	36,664	37,764	39,086
3	39,109	40,282	41,692
4	41,134	42,368	43,851
5	43,370	44,671	46,234
6	45,602	46,970	48,614
7	47,837	49,272	50,997
8	50,075	51,577	53,382
9	52,307	53,876	55,762
10	54,542	56,178	58,144
11	56,775	58,478	60,525
12	59,014	60,784	62,911
13	62,237	64,104	66,348

Table 2 - Allowances for Promotion Positions

Item	Clause No.		ANNUAL ALLOWANCE		
1	5.1(a)	Position	Effective from first pay period on or after 1 January 2004*	Effective from first pay period on or after 1 July 2004 (3%)	Effective from first pay period on or after 1 January 2005**
			\$	\$	\$
		Senior Teacher 2	4,666	4,806	5,527
		Co-ordinator 1	4,666	4,806	5,527
		Co-ordinator 2	9,331	9,611	11,053
		Co-ordinator 3	13,997	14,417	16,580
2	5.1(b)	Assistant Principal - Secondary Enrolment in a Secondary Department at previous year's census date			
		201-300	18,285	18,834	21,152
		301-600	20,260	20,868	23,297
		601-900	22,232	22,899	25,440
		901-1200	24,202	24,928	27,581
		1201+	26,177	26,962	29,727
		Assistant Principal - Primary Enrolment in a Primary			

		Department at previous year's census date			
		101-250	14,618	15,057	17,167
		251-400	16,406	16,898	19,109
		401-600	18,285	18,834	21,152
		601-800	20,260	20,868	23,297
		801 +	22,232	22,899	25,440

Notes:

* Includes adjustments of 5.5% awarded on 19/12/03 and additional increases awarded on 10/6/04 equivalent to 1.5% of total salary for Co-ordinators and 2% of total salary for Assistant Principals. For Co-ordinators the 1.5% is calculated on Co-ordinator 2 and Co-ordinator 1 and Co-ordinator 3 allowances are calculated in proportion to Co-ordinator 2. The ST1 allowance for Assistant Principals in the previous award has been subsumed in the Assistant Principal allowance.

** Includes adjustment of 3.5% and additional increases equivalent to 1.5% of total salary for Co-ordinators and 2% of total salary for Assistant Principals. Also see note above for calculations.

Table 3 - Other Rates

Item	Clause No.	Brief Description	Effective from first full pay period on or after 1 January 2004 (5.5%) \$	Effective from first full pay period on or after 1 July 2004 (3%) \$	Effective from first full pay period on or after 1 January 2005 (3.5%) \$
1	4.2(a)	(i) Full-time Teacher teaching classes of children with a disability	1,883 per annum	1,939 per annum	2,007 per annum
		(ii) Part-time or Casual Teachers teaching classes of children with a disability	9.23 per day	9.51 per day	9.84 per day
2	4.2(b)	Principal Teachers of school for children with a disability for each Teacher supervised	294 per annum per teacher	303 per annum per teacher	314 per annum per teacher
3	4.2(b)	Maximum payment per annum under Item 2	1,530 per annum	1,576 per annum	1,631 per annum
4	4.10(a)	Own car allowance where use authorised by the school	0.51 per km	0.51 per km	0.51 per km

ANNEXURE A**Teacher Classifications, Teacher Librarians and Temporary Teachers.****1. Teacher Classifications**

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

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
 - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
 - (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. Teacher-Librarians

The role description of a teacher-librarian is as follows:

A Teacher Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum and

- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

The Role Description Which Is Developed At Each School Should:

promote the role of Teacher Librarian within the school

facilitate effective and valid appraisal

assist in establishing a professional development agenda for the Teacher Librarian

Key Accountabilities

Within The School. The Teacher Librarian Is Expected To

show a commitment to the Church's mission in Catholic education

have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development

initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs

play a role in the whole schools information technology program

provide experiences to encourage reading, literacy, and information usage

develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers

facilitate access to external sources of information

take responsibility for library management

participate in activities which support the development of the school community

3. Temporary Teachers

In the period between 1 January 2004 and 31 January 2005, temporary teacher shall be defined as follows:

"Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full school year, but not less than four school weeks.

However a teacher may be employed for a specified period of up to two full school years in the following circumstances:

- (i) where such a teacher is employed on a specific programme not funded by the Diocese; or
- (ii) is replacing a teacher on leave or secondment.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

The employer, the union and the teacher may agree to extend the temporary period of appointment beyond two years if the employer, the union and the teacher concerned agree. The union shall not withhold its consent unreasonably.

ANNEXURE B

PORTABILITY

Part to be completed by teacher

Name of Teacher: _____

Name of former Catholic Employer:

I, _____ was formerly employed by _____
(name of teacher) (name of former Catholic employer)

as a teacher from _____ to _____
(date) (date)

I commenced as a teacher with _____ on _____
(Date)

Signature

Date

Part to be completed by former Catholic Employer:

_____ was employed by the employer as a teacher and
(name of teacher)
ceased work on _____
(Date)

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

(date)

(SET OUT RECORD)

e.g.

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

Employer

Date

ANNEXURE C

DIOCESE OF LISMORE

The provisions of this Annexure shall apply and relate only to the Diocese of Lismore

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1. Philosophical Statement

The Central tenet of Diocesan practice is the recognition of the importance of the Parish. Local faith communities generally mediate the Church to most people.

Therefore Diocesan Policy encourages Parish ownership of an responsibility for pastoral endeavours. This especially applies to the schools of the Diocese. The role of the Diocesan Education Board and the Director of Catholic Schools is to enable and support the local school in achieving its objectives in partnership with Parish authorities, in particular the clergy.

The Lismore Diocesan Schools System is unique in New South Wales and probably throughout Australia in its emphasis on the principle of subsidiary and the decentralisation of decision making.

2. Definitions

- 2.1 The definition appearing in paragraph (x) (iv) of Clause 2, Definitions, shall not apply in the Diocese of Lismore.

3. Travelling Expenses

- (a) Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance of 37c per kilometre.

4. Promotion Positions

The following provisions will apply in the Diocese of Lismore instead of the provisions of Clause 5, Promotion Positions.

4.1 Definitions

- (a) Co-ordinator 1

A "Co-ordinator 1" means a teacher appointed to be responsible for or assist another Co-ordinator in:

- (i) an area of curriculum; and/or
- (ii) pastoral care; and/or
- (iii) other duties as determined by the Principal.

(b) Co-ordinator 2

A "Co-ordinator 2" means a teacher appointed to be responsible for:

- (i) co-ordination of the program of work area(s) or curriculum; and/or
- (ii) co-ordination of pastoral care or other programs; and/or
- (iii) other duties as determined by the Principal.

(c) Co-ordinator 3

A "Co-ordinator 3" means a teacher appointed to be responsible for:

- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any program(s) as determined by the Principal; and/or
- (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
- (iii) other duties as determined by the Principal.

4.2 Points Table

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary School exceeds 200 students or in a Primary School where the enrolment at the previous year's census date exceeds 100 students.
- (b) The minimum number of promotion points in a secondary school shall be determined in accordance with the following table:

Secondary Enrolments at Previous Year's Census Date	Co Coordinator Points		Totals
	General	Learning Technologies	
1-200	4	-	4
201-300	6	-	6
301-350	11	-	11
351-400	12	-	12
401-450	13	-	13
451-500	15	-	15
501-550	17	-	17
551-600	18	-	18
601-700	19	-	19
701-800	25	2	27
801-900	28	2	30
901-1000	30	2	32
1001-1200	32	2	34
1201-1400	34	2	36
1401-1600	36	2	38

The number of Co-ordinators required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

- (c) The minimum number of promotions points in a primary school shall be determined in accordance with the following table:

Secondary Enrolments at	Co Coordinator Points	Totals
-------------------------	-----------------------	--------

Previous Year's Census Date			
	General	Learning Technologies	
1-100	2	-	
101-200	2	-	
201-250	3	-	3
251-300	4	-	4
301-400	4	-	4
401-500	6	-	6
501-600	6	-	6
601-700	8	1	9
700+	8	2	10

The number of Co-ordinators required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

4.3 Religious Education Co-ordinator

The above points table includes the position of Religious Education Co-ordinator. In general, any Co-ordinator Position within a school will not attract more points than the Religious Education Co-ordinator position.

4.4 Appointment and Induction

- (a) All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. The advertisement will be accompanied by a role description for the position.
- (b) Each teacher in a promotion position will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the school and the period of appointment.
- (c) Each teacher appointed to a promotion position will be inducted into that position, in accordance with Diocesan policy, and will be informed of professional expectation and duties. The Catholic Education Office, Lismore and the IEU agree to discuss induction of Co-ordinators in the context of this agreement with a view to arriving at agreed minimum procedures.
- (d) Appointment Requirements

Appointment to Co-ordinator 2 and 3 positions will not normally be made unless the teacher is classified as Step 7 on the salary scale.

Appointment to Co-ordinator 1 positions will not be dependent on classification.

4.5 Length of Appointment

- (a) Appointment to Co-ordinator 2 and 3 positions will normally be for three years. Any appointment made within the three year cycle will be appointed for the balance of the cycle.
- (b) Appointment to Co-ordinator 1 positions will be for one or three years, however any appointment must conclude at the end of the three-year cycle.
- (c) At the end of the above periods the position will be re-advertised in accordance with subclause 4.4 of this Annexure.
- (d) A teacher who is required to act in a promotion position for a least ten consecutive school days shall be paid the appropriate Co-ordinator Allowance.

4.6 Performance Review

- (a) Each teacher in a promotion position will participate in an ongoing performance review process with either the Principal or the Principal's delegate according to procedures to be agreed between the Diocese and the IEU. Once in each period of appointment a broader based performance review will take place. This will involve self-appraisal, consultation with executive and a formal review report.
- (b) Where there are significant areas of concern in the performance in a role, a clearly documented development plan with an agreed time line will be initiated as the first stage of a grievance procedure.
- (c) The above procedures will not prevent a Principal in consultation with the Director of Schools instituting, during a period of appointment a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.

4.7 Allocation of Points

- (a) The number of co-ordinator points allocated to a school will be based on the anticipated enrolment of the school at the commencement of the three year cycle.
- (b) Principals will consult with staff to determine the best distribution of available points.
- (c) In general, adjustment of co-ordinator points downwards will not occur during the three (3) year cycle. Normally where a school moves into a new enrolment band appointment will be made for the balance of the three (3) year cycle.

4.8 Secondary Schools Allocation of Points

The following principles will apply for the distribution of points in a secondary school:

- (a) Co-ordinator points will be allocated wherever practicable to Key Learning Areas.
- (b) Core subjects, including Religious Education, English, Mathematics and Science will have separate co-ordination. Co-ordination of other KLA's will be determined on the basis of need and extent of responsibility.
- (c) Larger KLA's such as Human Society and Its Environment and Technology and Applied Studies may be co-ordinated as a whole or may be broken up into individual subject areas according to the needs of the school.

5. Duties of Teachers

The following provisions shall apply in the Diocese of Lismore instead of the provisions of subclause 3.3 of clause 3, Terms of Engagement of the Award:

The normal duties of teachers in addition to teaching, preparation and assessment and reporting shall include supervision duties, sports related duties, pastoral care, attendance at staff meetings, parent/teacher meetings and the usual extra curricular activities of a school.

6. Study Leave

In the Diocese of Lismore the following Clause will apply in addition to the provisions of paragraph (b) of subclause 15.3 of clause 15, Other Leave.

A teacher who is undertaking a course of study relevant to the teaching profession shall be entitled to three days' paid leave per year to attend compulsory residential schools associated with the course. The teacher must make application supported by documentation, to the Principal.

7. Professional Development

In the Diocese of Lismore the following provision will apply in addition to clause 3.5, Teacher Skill Development:

The parties recognise that teachers, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, Diocesan policy and in the community's expectations of schools.

While teachers will be withdrawn and/or replaced where necessary, the rate of change may necessitate teachers taking part in professional and personal development in other than face to face school hours.

8. Flexibility in School Day

- 8.1 The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.
- 8.2 A process of consultation and communication with teachers, parents and students should be carried out before change is introduced.

9. Grievance Procedures

9.1 Introduction

There is a continuing need in each school for appraisal and evaluation at all levels to ensure that the educational aims of the school are being achieved.

Deficiencies in teacher performance need to be identified early. Action to overcome such deficiencies should be taken as soon as possible.

In all such cases, the Principal, assisted as appropriate by senior member of staff, should help the teacher identify the problem and develop effective strategies for a resolution of the difficulty with a reasonable period of time.

Formal grievance procedures do not replace normal practice in schools for resolving day to day matters. They only come into operation when the normal practice fails.

In dealing with disciplinary situations, Principals should, wherever practicable, follow these procedures, in the interest of justice and fairness to the Diocese, its schools and their staffs, as well as in the interest of efficiency and consistency in management.

9.2 The School

Both the Catholic Education Office and the Independent Education Union will encourage Principals and teachers to initially discuss perceived problems at a school level.

Any such problem which is discussed within the school may again become relevant where the problem continues to exist or where further problems develop.

It is not necessary in the school context for all problems to be brought to the teachers attention in writing.

Where a Principal seeks to interview a teacher in relation to a problem, the teacher is free to be accompanied by another teacher of his/her choice from the staff of the school. The Principal is also free to have a witness. In any such interview the Principal will inform the teacher of the nature of the problem.

Where a problem has been brought to the Principal's attention on a written complaint from parents, pupils or other staff members the teacher must be allowed to view the complaint.

At any interview the Principal will inform the teacher of the area(s) of his/her performance that is/are causing concern. The teacher must be given ample opportunity to respond.

It is anticipated that the interview would be conducted in an open and frank manner.

During the interview both parties should strive to find a satisfactory solution to the problem. This should include each party examining the problem area(s) with a view to establishing strategies or practices to eliminate the problem. The Principal is encouraged to offer any assistance that is possible to help the teacher overcome the problem. Similarly the teacher is encouraged to indicate any assistance that he/she would like to counter the problem.

The Principal would normally write to the teacher confirming the outcome of the interview. This may include any specific instructions given to the teacher by the Principal as well as any strategies to assist the teacher to overcome the problem and the period of time in which those strategies are expected to lead to a resolution.

9.3 The Catholic Education Office

The Director of Schools will become involved if it is the Principal's view that sufficient improvement in performance has not occurred OR where the problem is so immediate and serious that the procedure above cannot be applied.

The Director (or his nominee) will make arrangements to meet with the teacher. The advice will normally be in writing and will indicate the time and place of the interview, the nature of the matters to be discussed and who may be expected to be present.

The teacher may choose to inform the Independent Education Union of the interview. The Independent Education Union will inform the Catholic Education Office of such a choice.

Both parties may wish to have a witness present. The teacher may be accompanied at such interview by another teacher of his/her choice from the staff of the school who may be the Independent Education Union Chapter Representative or by an Independent Education Union Officer.

Any person at the interview is free to take notes.

During this interview the teacher will be informed of the nature of the problem referred by the Principal. The teacher will be given an opportunity to respond. Again possible solutions to the problem should be discussed. The teacher must be advised of the consequences of his/her action if the areas of concern are not eliminated.

As soon as practicable after the interview the teacher will be informed in writing of the appropriate action to be taken or of the current position of the teacher's employment. This may include the following:

- (a) there is a need for improvement in the teacher's performance and the matter will be reviewed at a later date; OR
- (b) there are specific matters which have caused concern and that any re-occurrence of those matters may result in further action being taken by the employer; OR
- (c) steps will be taken to make available to the teacher appropriate advisory or counselling services; OR
- (d) the teacher is to be disciplined and the nature of such disciplinary action; OR
- (e) such other steps as regarded appropriate by the employer are to be taken.

Where the teacher is advised that his/her performance is to be reviewed at a later date the Director or representative will inform the teacher in writing of aspects of the review which should include:

- (a) the aspects of the teacher's performance to be reviewed and the nature of the improvement required;
 - (b) the method that will be used to conduct the review;
 - (c) the name(s) of the person(s) who will conduct the review;
 - (d) the approximate time(s) at which the review will be carried out;
 - (e) the nature of any special assistance that will be made available to the teacher during the course of the review;
 - (f) any other matter deemed appropriate.
- During the review period changes to the above procedures may occur by mutual agreement.

At the end of the period of review as mentioned in (d) above, the teacher will be advised in writing that:

- (a) the process of review has been completed and that the required improvement in the teacher's performance has been achieved; OR
- (b) the process of review is to be extended; OR
- (c) the process of review has been completed and that the required improvement in the teacher's performance has not been achieved; OR
- (d) other steps as regarded appropriate will be taken.

9.4 Confidentiality

Every endeavour should be made to keep the issue confined within the particular school as much as possible in order to ensure that the dignity of the teacher(s), the school and its personnel is maintained at all times.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(828)

SERIAL C2637

BREAD INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5696 of 2003)

Before Commissioner Macdonald

5 February 2004 and
20 August 2004**REVIEWED AWARD****Arrangement**

Clause No. Subject Matter

PART A

1. Definitions
2. Terms of Employment
3. Classifications
4. Rates of Pay
5. Hours of Work
6. Meals
7. Shift Work
8. Overtime
9. Payment of Wages
- 9A. Union Dues
10. Holidays
11. Annual Holidays
12. Annual Holiday Loading
13. Long Service Leave
14. Sick Leave
15. Personal Carers Leave
16. Bereavement Leave
17. Occupational Superannuation
18. Shortage of Money or Bread
19. Jury Service

- 20. Redundancy
- 21. Anti - Discrimination
- 22. Settlement of Disputes
- 23. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay (See current Wage Schedule)

Table 2 - Other Rates and Allowances (See current Wage Schedule)

PART A

1. Definitions

- (i) "Casual employee" means an employee who is engaged as such and paid as such.
- (ii) "Part-time employee" means a weekly employee who works a standard roster of ordinary hours which does not average more than 30 hours per week.
- (iii) "Full time employee" means a weekly employee whose ordinary hours of work do not average less than 38 hours per week.
- (iv) "Weekly employee" means a full time employee or a part time employee.
- (v) "Union" means The Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales.

2. Terms of Employment

- (i) Employees Generally.
 - (a) With the exception of production supervisors, each employer shall fix a pay period which shall be common to the employer's employees. Such pay period shall not be altered without 14 days notice.
 - (b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one week's wages. This paragraph shall not apply with respect to casual employees.
 - (c) When employment is terminated, wages and any other payments due shall be paid at the completion of the last week of employment.
 - (d) The employer shall be entitled to dismiss any employee without notice for neglect of duty or other misconduct and in such cases the wages shall be paid up to the time of dismissal only.
 - (e) Subject to clauses 10, 11, 13, 14, 15, 16, and 19 an employee not attending for duty shall lose pay for the actual time of such non-attendance.
 - (f) Supply of clothing: There shall be provided and maintained in good order and condition, for the use of every person engaged in the bakehouse in a manufacturing process, a sufficient supply of clothing consisting of -
 - (a) an overall, or a bib apron or short trousers;

- (b) suitable head covering.

Provided that short trousers shall not be provided for the use of any person unless he/she agrees to wear short trousers. All overalls, bib aprons and short trousers provided pursuant to this clause shall be of light coloured washable material and all head covering so provided shall be of light coloured washable or disposable material. Each such person shall be provided with clean clothing at least twice weekly.

- (g) An employer shall provide protective clothing to employees of the employer so as to ensure the health, safety and welfare of such employees in accordance with the requirements of the *Occupational Health and Safety Act 2000*.
- (h) Baskets and basket covers, where they are required by the employer to be used, shall be supplied by the employer. Baskets shall be washed and basket covers laundered by the employer.
- (i) The employer shall provide an employee handling cash with a money bag, if it is required by the employee.
- (j) Employers shall provide a waterproof cape or coat to employees when they are required to work outdoors during wet weather.
- (k) Employees are responsible for the care and safekeeping of all issued articles from the employer and shall return each such article to the employer on request or on termination of their employment; in default, the employer may deduct from wages due an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.
- (l) an employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

(ii) Part-time Employees.

- (a) Part-time employees shall be paid at an hourly rate of one thirty eighth of the appropriate wage rate prescribed in clause 4, Rates of Pay and Allowances, of this award.
- (b) The ordinary hours of work for part time employees shall not exceed an average of 30 hours per week.
- (c) Part time employees when on sick leave, annual holiday, long service leave, jury service, bereavement leave or holidays, shall be paid the amount which they would have been paid for ordinary hours on the day if they had worked.
- (d) A full-time employee shall not be required to work as a part-time employee unless otherwise agreed.
- (e) Subject to this subclause, all provisions of this award shall apply to part-time employees.
- (f) The ordinary hours of work shall not be less than 4 hours on any day nor more than 10 hours on any day.

(iii) Casual Employees.

- (a) Subject to this subclause the provisions of this award shall apply to a casual employee save and except the following clauses:

Clause 14.	Sick Leave
Clause 19.	Jury Service
Clause 16.	Bereavement Leave
- (b) The ordinary hours of work shall not be less than 2 hours on any day nor more than 10 hours on any day.

- (iv) Employment of Juniors.
 - (a) The total wage for juniors shall be calculated to the nearest 10 cents.
 - (b) A junior employee shall be entitled to full adult pay upon attaining the age of 18.
 - (c) The number of juniors shall be limited to one per 10 or part thereof employees 18 years of age or over.
- (v) Employment of Apprentices - Apprentices shall be employed in accordance with the relevant provisions of the *Apprenticeship and Traineeship Act 2001* and this award. The following provisions shall apply in respect of apprentices:
 - (a) The period of apprenticeship for persons entering the trade of bread manufacturing shall be as set out in his/her training contract.
 - (b) An apprentice who gains a pass at the Stages 1 examination of the trade or correspondence shall be paid a margin of an amount as set out in Item, Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the award rate prescribed in this award for the remainder of the employee's term of apprenticeship commencing from the first pay period in the calendar year following the examination.
 - (c) An apprentice who completes successfully his/her full course in the bread manufacturing trade or correspondence course of technical training shall be paid a margin of an amount as set out in Item 2 of Table 2, in addition to the margin prescribed in paragraph (b) of this subclause and, in addition to the award rate prescribed within this award, for the remainder of his/her term of apprenticeship commencing from the first pay period in the calendar year following the examination.
 - (d) An apprentice who passes at all stages of the trade course in the period normally required for its completion and whose workshop performance is satisfactory shall, during the last six months of the apprenticeship or the balance of the apprenticeship whichever is the less, be paid at the rate, including shift penalty rates, prescribed for a tradesperson under this award.
 - (e) An apprentice whose place of work and of residence are so situated that it is reasonably practicable for him/her to attend a registered training organisation which conducts the trade course, shall attend such registered training organisation for study in the trade course for the period necessary for him/her to qualify in the course and shall repeat any stage or any subject in a stage of the course which he/she has failed to complete satisfactorily; provided that an apprentice who, due to circumstances beyond his/her control, fails in any subject of the course, may continue with the course beyond the normal duration of the course if reports from the registered training organisation show that satisfactory progress is being made; and provided further that an apprentice who fails in any stage of the course may progress to the next stage of the course if permitted to do so by the registered training organisation under an arrangement approved by the New South Wales Department of Education and Training.
 - (f) The registered training organisation fees for instruction of each apprentice shall be paid by the employer for each year of the trade course or correspondence course.
 - (g) Any apprentice who is given time off during ordinary working hours for the purpose of attending at a registered training organisation for instruction and fails to so attend shall not be paid for such time off.
 - (h) An employer shall reimburse to an apprentice all fares reasonably incurred in attending the registered training organisation.
 - (i) An employer shall cooperate with the registered training organisation in the training of an apprentice in the manner recommended by the registered training organisation.

- (j) An apprentice who is not obliged to attend the trade course in accordance with subclause (c) of this clause shall study the trade course by correspondence, as conducted by the New South Wales Department of Education and Training. For the purpose of taking full advantage of the instruction by correspondence, the apprentice to whom this subclause shall apply, during ordinary working hours, shall study to carry out assignments of this course for two hours each week, and the employer shall pay such apprentice his/her wage and shift penalty rates during such time.
- (k) During each stage of the correspondence course referred to in paragraph (j) of this subclause, the apprentice shall attend a registered training organisation for training for such period as is required from time to time by the New South Wales Department of Education and Training, provided that satisfactory progress has been made with correspondence lessons. Such attendances shall not be undertaken during the period of annual leave, and the employer shall pay all fees, fares and reasonable accommodation expenses in connection with the training for each period of four weeks not otherwise made by the Government of New South Wales.

3. Classifications

Bread Industry Employee - Level 6

A Bread Industry Employee Level 6 undertakes for a period of up to three months induction training which may include instruction on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, food industry hygiene, equal employment opportunity and quality control/assurance.

(i) General Description

An employee at this level performs routine and repetitive duties essentially of a manual nature and to the level of his/her training:

1. Performs general labouring and cleaning duties; including tidying of work area, stacking crates, removing rubbish etc;
2. Exercises minimal judgement;
3. Works under direct supervision;
4. Maintains sanitation/hygiene of work area;
5. Demonstrates good housekeeping procedures;
6. Undertakes structured training so as to enable him/her to progress to higher levels.

Bread Industry Employee - Level 5

A Bread Industry Employee Level 5 has completed structured training so as to enable the employee to perform work within the scope of this level.

(i) General Description

An employee at this level performs work above and beyond the skills of a Level 6 employee and to the level of his/her training:

1. Works under routine supervision or instruction, either individually or in a team environment;
2. Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
3. Reads instructions, records activities and utilises basic statistical control procedures.

Indicative of the tasks which an employee at this level may perform are the following:

- repetition work on automatic, semi automatic or single purpose machines or equipment;
- use of selected hand tools;
- keeping of simple records;
- use of hand trolleys and pallet trucks;
- assistance in the provision of on the job training;
- routine repetitive tasks;
- basic customer service and liaison;
- maintenance sanitation/hygiene of work area; and
- awareness of hygiene and importance of microbiological containment.

(ii) Production Strand

A Level 5 Production employee must be capable of the following:

- Performing general product handling, labouring and cleaning duties;
- performing the tin change operations;
- monitoring line operation at a work station for quality and consistency.

(iii) Breadroom Strand

A Level 5 Breadroom employee must be capable of the following:

- Operating a crate washer safely;
- maintaining sanitation of area;
- loading baskets;
- operating bagging machine;
- identifying correct bags;
- operating cliplocks;
- knowing correct product codes;
- monitoring quality - (both bread and packaging);
- following orders and production runs.

(iv) Sales Strand

A Level 5 Sales employee must be capable of the following:

- Accuracy with figures;
- possessing and demonstrating good territory and product knowledge;

punctuality, diligence and reliability;
performing delivery of bulk loads;
demonstrating good customer relations;
providing customer feedback;
communicating with consumers, supervisors and customer staff;
recording and maintaining basic records and making simple written reports.

Bread Industry Employee Level 4

A Bread Industry Employee Level 4 has a general knowledge of the employer's operations as it relates to production, breadroom or sales processes.

Such an employee shall be trained and capable of operating flexibly on more than one work station.

(i) General Description

A Level 4 Employee performs work above and beyond the skills of an employee at Level 5 and to the level of his/her training:

1. Is responsible for the quality of his/her own work subject to routine supervision;
2. Works under routine supervision either individually or in a team environment;
3. Exercises discretion within his/her level of skills and training;
4. Is trained to operate machinery and equipment required in the performance of his/her work.

Indicative of the tasks which an employee at this level may perform are the following:

Receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), delivering, documenting and recording of goods, materials and components;

basic inventory control in the context of a production process;

basic keyboard skills;

boiler attendant;

operation of mobile equipment including forklifts, overhead cranes and winch operation;

ability to assess product quality and maintain basic statistical records; and

assist in the provision of on the job training.

(ii) Production Strand

A Level 4 Production employee must be capable of the following:

Understanding the dividing operation and operating machinery;

operating affiliated machinery (eg. dusters, rounders, 1st proof);

understanding the moulding process and be able to set and adjust.

(iii) Breadroom Strand

A Level 4 Breadroom employee must be capable of the following:

Understanding the slicing process and operating machinery;

operating affiliated equipment (eg. cliplocks, baggers);

effectively operating as an order filler (eg. lines person).

(iv) Sales Strand

A Level 4 Sales employee must be capable of the following:

Maintaining good customer relations;

achieving run sales targets;

communicating with workers and supervisors;

settling accounts;

identifying sales opportunities;

providing good customer service;

general enthusiasm, energy, punctuality and personal hygiene;

having good territorial and product knowledge;

increasing store sales;

providing customer feedback;

possessing good people skills.

Bread Industry Employee Level 3

A Bread Industry Employee Level 3 is an employee who holds an appropriate trades certificate, or an employee of equivalent standing, who has a sound knowledge of the employer's operations as it relates to production, breadroom or sales processes.

Such an employee shall be trained and capable of operating flexibly on more than one work station under limited supervision.

(i) General Description

Indicative tasks performed at this level are:

1. Machine setting, loading and operation, on more than one machine;
2. basic quality checks on work of others;
3. lubrication of machinery and equipment;

4. assistance in provision of on job training; and
5. recognition and identification of quality faults, or machine operation faults, rejection of substandard product.

(ii) Production Strand

A Level 3 Production Employee must be capable of the following:

- Recognising and weighing ingredients;
- monitoring dough quality and adjusting accordingly;
- operating subsidiary equipment (e.g. broth tanks, seeder, conveyors, dough dividers etc.);
- operating computerised machinery;
- understanding the final proof process and operating machinery;
- understanding the baking process and operating machinery.

(iii) Breadroom Strand

A Level 3 Breadroom Employee must be capable of the following:

- Responsibility for the make up and assembly of orders;
- despatching deliveries;
- receiving and checking returns;
- checking of loads.

(iv) Sales Strand

A Level 3 Sales Employee must be capable of the following in addition to the skills of a Level 4 Sales Employee:

- Assisting with on the job training of new employees;
- possessing good territorial knowledge of sales area or group sales runs;
- relieving salesmen and vendors on short notice.

Bread Industry Employee Level 2

A Bread Industry Employee Level 2 is required to exercise skills and knowledge above and beyond an employee at Level 3 and to the level of his/her training:

- Understand and apply quality control techniques;
- exercise good interpersonal communication skills;
- exercise keyboard skills;

exercise discretion within the scope of this grade;

perform work under limited supervision either individually or in a team environment;

perform work which, while primarily involving the skills of the employee's training, is incidental or peripheral to the primary task and facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;

be able to inspect products and/or materials for conformity with established operational standards;

be able to evaluate, analyse and recommend changes to work station problems and procedures.

Within the production strand a Level 2 employee has a high understanding of baking technology and practice, including recipe interpretation and mixing processes, and is capable of operating flexibly throughout the production area, including doughmaking.

Bread Industry Employee Level 1

A Bread Industry Employee Level 1, who may hold a Trade Certificate, may be responsible for task allocation, work scheduling within a plan, training staff, work performance assessment of staff and recommendations for engagement, termination or promotion of staff. Such an employee exercises skills, knowledge and discretion above and beyond a Level 2 employee, and to the level of his/her training:

Is able to set up, operate and adjust all machinery and equipment relevant to his/her work area;

provides guidance and assistance as part of a work team;

exercises discretion within the scope of this level;

works under general supervision either individually or in a team environment;

understands and implements quality control techniques.

(ii) Production Strand

Employees of this level must be of trade or equivalent qualifications; being responsible for an operational section, the employees of this level must be completely competent with all machinery, equipment and systems relating to this operational section (i.e. equal standard to each operator).

(iii) Breadroom Strand

Being responsible for an operational section, the employees of this level must be completely competent with all machinery, equipment and systems relating to this operational section.

(iv) Sales Strand

Understand the sales operations, especially the achievement of sales targets through control of orders, product maintenance and good customer and vendor rapport;

develop new business opportunities;

understand promotional operations;

able to maintain account payments through debt collection;

responsible for an operation sales section.

4. Rates of Pay and Allowances

(i) Full-Time Employees

- (a) Minimum Rates - the minimum adult weekly rates of pay for full-time employees for each classification from time to time effective, are set out in Table 1, Wages, of Part B Monetary Rates of this Award.
- (b) The rates of pay in this Award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 1. any equivalent over award payments and/or
 2. award increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

(ii) Part Time Employees

Part time employees shall be paid at the hourly rate of one thirty eighth of the appropriate wage rate of this award, with a minimum payment for four hours each day.

(iii) Casual employees.

The hourly rate of pay for casual employees shall be calculated by dividing the appropriate weekly rate of pay by 38 plus 15 per cent, with a minimum payment for two hours for each day. Casual employees shall be engaged and paid by the hour.

(iv) Rates of pay for Apprentices:

Percentage of Bread Industry Employee Level 3

1st Year	54%
2nd Year	62%
3rd Year	71%
4th Year	85%

(v) Junior Employees, other than apprentices shall receive the following rates of pay:

Percentage of Appropriate Classification

Under 17 years of age	71%
At 17 years of age	85%
At 18 years of age	100%

(vi) Allowances

The following allowances shall be paid:

(a) Leading Operator Allowances

1. A Leading operator, other than a Bread Industry Employee Level 1, who is responsible for a group of more than four people, the achievement of their work task and on the job training, shall receive, in addition to the rate payable for his/her classification, an allowance as set out in Item 3 of Table 2 of Part B.
2. A leading operator, other than a Bread Industry Employee Level 1, who is responsible for a group of less than four people, the achievement of their work task, and on the job training, shall receive in addition to the rate payable for his/her classification, an allowance as set out in Item 4 of Table 2 of Part B.

(b) Heavy Vehicle Driving Allowance

An employee who is required to drive a vehicle of more than 3 tonnes Gross Vehicle Weight as part of the conditions of employment shall be paid an allowance for all purposes of this Award for driving a vehicle.

1. of over 3 tonnes G.V.W. and up to 4.5 tonnes G.V.W., the amount as set out in Item 5.1 of Table 2;
2. of over 4.5 tonnes G.V.W. and up to 14.95 tonnes G.V.W., the amount set out in Item 5.2 of Table 2;
3. of over 14.95 tonnes G.V.W., the amount set out in Item 5.3 of Table 2;
4. which is a semi-trailer, the amount set out in Item 5.4 of Table 2.

(c) Merchandiser Allowance

An employee performing merchandising/demonstrator work who works at a place away from the bakery and is required by the employer to use the employee's vehicle shall be paid a vehicle allowance consisting of a flat amount as set out in Item 6.1 of Table 2 of Part B of this Award and a variable amount for distance travelled up to 70 km per day worked averaged over the pay week as set out in Item 6.2 of Table 2 of Part B.

(d) First Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John Ambulance or similar body shall be paid an allowance as set out in Item 7 of Table 2 of Part B if appointed by the employer to perform first aid duty.

(e) Boiler Allowance

Where an employee is appointed to be in charge of firing a boiler and is appropriately certificated by the Department of Industrial Relations, the employee shall be paid an allowance as set out in Item 8 of Table 2 of Part B.

(f) Meal Allowance

An employee required to work overtime for more than two hours without being notified the day before that the employee will be so required to work, shall be paid a meal allowance as set out in Item 9 of Table 2.

(g) Apprentice Allowance

- (i) An apprentice who gains a pass at the Stage 1 examination of the trade or correspondence shall, commencing from the first pay period in the calendar year following the examination and continuing for the remainder of his/her term of apprenticeship, be paid a weekly margin as set out in Item 1 of Table 2.
- (ii) An apprentice who completes successfully his/her full course in the bread manufacturing trade or correspondence course of technical training shall, in addition to the margin prescribed by paragraph 1 of this subclause and commencing from the first pay period in the calendar year following the examination and continuing for the remainder of his/her term of apprenticeship, be paid a weekly margin as set out in Item 2 of Table 2.

5. Hours of Work

- (i) The ordinary hours of work for employees other than part-time employees shall not exceed an average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
 - (e) any other work cycle during which a weekly average of 38 hours is worked as may be agreed between the employer and the employees concerned.
- (ii) The ordinary hours of work for part-time employees shall not exceed an average of 30 hours per week, worked on one of the following bases:
- (a) 30 hours within a work cycle not exceeding 7 consecutive days; or
 - (b) 60 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 90 hours within a work cycle not exceeding 21 consecutive days or; or
 - (d) 120 hours within a work cycle not exceeding 28 consecutive days; or
 - (e) any other work cycle during which a weekly average of 30 hours is worked as may be agreed between the employer and the employees concerned.
- (iii) The ordinary hours of work prescribed herein may be worked on any day Sunday to Saturday.
- (iv) The ordinary hours of work shall be worked on not more than five consecutive days per week provided that by agreement between the employer and the majority of employees affected, the ordinary hours of work may be worked over non-consecutive days of the week.
- (v) The ordinary daily hours of work shall be:
- (a) for full-time employees, not less than 6 hours nor more than 10 hours per day;
 - (b) for part-time employees, not less than 4 hours nor more than 10 hours per day.
 - (c) for casual employees, not less than 2 hours nor more than 10 hours per day.
- (vi) Circumstances may arise where different methods of implementation of a 38-hour week will apply to various groups or sections of employees in the factory or establishment concerned.
- (vii) Where the hours of work of an establishment, factory or section are organised so as to provide employees with rostered days off, an employee may agree to accrue up to a maximum of 10 rostered days off to be taken within 12 months of the date of accrual.
- (viii) The ordinary hours of work prescribed herein shall be worked continuously except for meal breaks.

6. Meals

- (i) Each employee must take and each employer must give on each day at least half an hour for a meal after the expiration of 3 hours and commencing within 5 hours of starting work.
- (ii) An employee not commencing a meal break within 5 hours of starting work shall be paid ordinary time extra until a meal break is taken with a minimum of one half hour's pay at such rate.
- (iii) Meal breaks shall not count as time worked.

- (iv) The meal breaks prescribed in this clause shall be given and taken so as not to interfere with the continuity of work and at times mutually agreed between the employer and the employee.

7. Shift Work

- (i) Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
- (ii) Roster: shift rosters shall specify the commencing and finishing times of ordinary hours of work of the respective shifts. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees affected to suit the circumstances and needs of the plant or establishment or in the absence of agreement by fourteen days' notice of alteration given by the employer to the employee.
- (iii) An employee shall be entitled to ten consecutive hours off duty after ceasing work on one shift and before commencing work on the next shift. If the next shift is scheduled to commence before ten hours has expired, the employee shall be entitled to be absent from work on that shift until he/she has had ten hours off duty without any deduction being made in ordinary pay or shift penalty payable for such absence.
- (iv) Rotation: shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a plant or establishment. Where shifts rotate, the rotation may be weekly, fortnightly, four weekly or at such other interval as may be agreed from time to time between the employer and the majority of the employees affected.
- (v) Shift allowance:
 - (a) an employee whose ordinary hours of work between midnight Sunday and midnight the following Friday are rostered within the hours of 6.00 p.m. one day and 4.00 a.m. the following day shall be paid a shift allowance of 20 per cent of the ordinary hourly rate of the employee's classification for each hour so worked;
 - (b) an employee working ordinary hours of work between midnight Friday and midnight Saturday shall be paid a shift allowance of 30 per cent of the ordinary hourly rate of the employee's classification for each hour so worked; and
 - (c) an employee working ordinary hours of work between midnight Saturday and midnight Sunday shall be paid a shift allowance of 70 per cent of the ordinary hourly rate of the employee's classification for each hour so worked.
 - (d) an employee working ordinary hours of work on a holiday shall be paid a shift allowance of 110 per cent of the ordinary hourly rate of the employee's classification for each hour so worked.

8. Overtime

- (i)
 - (a) All time worked by an employee in excess of or outside the employee's ordinary hours of work shall be overtime and shall be paid for at the ordinary hourly rate plus 30 per cent of the ordinary hourly rate for the first two hours on any day, and at the ordinary hourly rate plus 70 per cent of the ordinary hourly rate thereafter.
 - (b) All overtime worked on a Sunday shall be paid at the ordinary hourly rate plus 70 per cent of the ordinary hourly rate.
 - (c) All overtime worked on a holiday as provided for in clause 10, Holidays, shall be paid at twice the ordinary hourly rate plus 10 per cent of the ordinary hourly rate.

- (ii) Where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work, an employee shall be paid for a minimum of four hours overtime at the appropriate rate.
- (iii) Rest Period After Overtime:
 - (a) When overtime is necessary it shall wherever reasonably practicable be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.
 - (b) An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) Failing an instruction from his/her employer that an employee should not resume or continue work without having had such 10 consecutive hours off duty he/she shall be paid at the ordinary hourly rate plus 70 per cent until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iv)
 - (a) Subject to paragraph (b) of this subclause, an employer may require an employee to work reasonable overtime at overtime rates.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (c) For the purposes of the said paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances, including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

9. Payment of Wages

- (i) Employees shall be paid weekly or in accordance with such other arrangements as may be agreed between the employer and the employees affected.
- (ii) Where an employer alters the pay week the employer shall in respect of that week, pay to each employee then employed, by way of an advance, any moneys earned from the end of the new pay week until the end of the "old" pay week. In respect of each week thereafter until such advance has been repaid the employer may retain \$20 from payments due to the employee. In the event of the termination of employment before repayment of such advance a further deduction of any balance required for that purpose may be made from moneys due to the employee. Such deductions, together with any additional deductions made for that purpose with the written authority of the employee shall be deductions authorised by this award.

9A. Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- (viii) The above variations shall take effect:
 - (i) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 9 August 2003.

- (ii) In the case of employers who do not fall within subparagraph (i) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 9 November 2003.
- (iii) For all other employers, from the beginning of the first pay period to commence on or after 9 February 2004.

10. Holidays

- (i)
 - (a) The days on which the following holidays are observed shall be award holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Labour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State. The picnic day of the union (which shall be held on the first Tuesday in November each year, or such other day as agreed between the employer and the employee) shall also be observed as a holiday, provided that in Queanbeyan, the picnic day shall be observed as the same day as Labour Day in the Australian Capital Territory.
 - (b) For the purpose of this subclause an employee shall be treated as working on one of the days specified in paragraph (a) only if that employee works on a shift which is worked in order to produce bread for sale on one of such days even though the shift is not worked on one of such days.
- (ii) A weekly employee normally rostered to work on the above holidays shall be entitled to the holiday without loss of ordinary time pay or shift penalty provided that the employee worked on the working day immediately preceding and the working day immediately succeeding the holiday. Where two holidays fall on consecutive days an employee who worked on either the working day preceding or the working day succeeding either such day but not on both shall be paid for the holiday nearer to the said day on which the employee worked; provided that an employee who produces evidence satisfactory to the employer that the absence from work on any such day before or after a holiday was due to a good and sufficient cause shall not lose payment for the relevant holiday.
- (iii) A weekly employee rostered off on a public holiday, except Easter Saturday, shall be entitled to one additional day as a holiday which shall be taken as agreed between the employee and the employer or failing agreement to be added to the employee's entitlement to annual holidays.

11. Annual Holidays

- (i) See the *Annual Holidays Act 1944*.
- (ii) The shift penalty payments prescribed in subclause (v) of clause 7, Shiftwork, of this award shall be regarded as part of the ordinary pay of employees entitled to such payments for the purposes of the *Annual Holidays Act 1944*.
- (iii) An employee who was engaged as a doughmaker on 3 January, 1990, and who has been receiving additional annual holiday per year shall continue to receive that annual holiday whilst ever engaged in that capacity.

12. Annual Holiday Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes annual holidays, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employee shall be paid a loading determined in accordance with this

clause. (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (v)).

- (iii) The loading is payable in addition to the pay for the period of annual holiday given and taken due to the employee under the Act and this award.
- (iv) The loading is 17.5% of the employee's ordinary rate of pay for the period of the annual holiday prescribed by clause 11, Annual Holidays of this award for the classification in which the employee was employed immediately before commencing the annual holiday period or separate periods.
- (v) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iv) of this clause applying the award rates of wages payable on that day.
- (vi) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with subclause (iv) of this clause.
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable under the Act such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the closedown as the employee's qualifying period of employment in completed weeks bears to 52.
- (vii)
 - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (iv) for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.
- (viii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on annual holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading prescribed by this clause.

13. Long Service Leave

- (i) See *Long Service Leave Act 1955*.
- (ii) The shift penalty payments prescribed by subclause (v) of clause 7, Shiftwork, of this award shall be regarded as part of the ordinary rate of pay of employees entitled to such payments for the purposes of the *Long Service Leave Act 1955*.

14. Sick Leave

- (i) Employees on weekly hiring who, after not less than 3 months' service, are absent from work on account of personal illness or injury by accident shall be entitled to sick leave, without deduction of pay, subject to the following conditions and limitations:
 - (a) Employees shall not be entitled to paid sick leave of absence for any period in respect of which they are entitled to workers compensation.
 - (b) Employees shall within 24 hours of commencement of such sick leave, inform the employer of inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
 - (c) An employee shall prove to the satisfaction of the employer that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that for the first two single days for which sick leave is claimed in a year of employment, a medical certificate shall not be required.
 - (d) Subject to subparagraph (e) the entitlement to sick leave per year of employment shall be 38 hours during the first year of employment and 61 hours during the second and subsequent years of employment.
 - (e) A part time employee shall, subject to the provisions of this clause be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part time employee is entitled in any year shall bear the same proportion to sick leave prescribed during that year of employment for a full-time employee as the part time employee's average number of ordinary hours worked during the previous six months of employment, or if there is not a 6 month period of employment then the average number of ordinary hours worked during the actual period of employment, bears to the number of ordinary hours worked by full time employees.
 - (f) An employee shall be entitled to sick leave without reduction of penalty rates.
- (ii)
 - (a) The employee's entitlement under this clause shall accumulate from year to year so long as the employee's employment continues with the employer, whether under this or any other award, so that any sick leave entitlement 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.
 - (b) For each day's absence from work, the employee's accrued sick leave entitlement shall be reduced by the number of ordinary daily hours for which the employee was rostered for that day in accordance with clause 5, Hours of Work.
 - (c) Where a business, undertaking or establishment or any part thereof is transmitted from one employer to another employer and an employee who at the time of the transmission was employed by the transmittor in that business, undertaking, establishment or part thereof becomes an employee in the employ of the transmittee any sick leave which has accumulated and not been taken during the employment with the transmittor may be claimed by the employee and shall be allowed by the transmittee subject to the conditions prescribed by this clause during the employee's employment with the transmittee. Sick leave accumulated by an employee pursuant to this paragraph shall be deemed to be sick leave accumulated during the employee's employment with the transmittee. An employee who was employed by the transmittor at the time of the transmission and thereafter is employed by the transmittee shall be entitled to sick leave during the first 3 months employment with the transmittee notwithstanding subclause (i) of this clause.
 - (d) Where an employee is transferred from the service of an employer being a corporation to the service of another employer, being a corporation related to the first employer at the time of the transfer, sick leave accumulated and not taken in the employ of the first employer shall after the

transfer be deemed to be sick leave accumulated in the employ of the second employer and the employee shall be entitled to sick leave during the first 3 months of employment with the second employer.

- (iii) Service with the employer before the date of coming into force of this award shall be counted as service for the purpose of qualifying for sick leave.

15. 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 14, 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 defacto 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 defacto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the defacto 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 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.

2. Unpaid Leave for Family Purposes

- (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 (i) 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 Holiday's 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 inclusive 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 the 12 months of the said election.
- (b) Overtime taken as time off during ordinary 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 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 on shift work 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.

16. Bereavement Leave

- (i) 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 by the said subclause (iii) of this clause. Where the death of a person as described by subclause (iii) occurs outside Australia, the employee shall be entitled to up to two days bereavement leave where the employee travels outside Australia to attend the funeral.
- (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 © of subclause (1) of clause 15, Personal Carer's Leave of this Award 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 15. In determining such a request the employer will give consideration to the consideration to the circumstances of the employee and the reasonable operational requirements of the business.

17. Occupational Superannuation

- (i) The employer shall pay on behalf of each full-time adult employee with six months continuous service 3% of the employee's ordinary rate of pay per week in 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 adult employee with six months continuous service working more than twenty hours per week 3% 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) An employer who at the date of the 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 principles established in the State Wage Case of December, 1987 shall be exempt from this clause.
- (vi) Where an employer has failed, pursuant to subclause (i) & (ii) of this clause to make application to participate in the fund, the employer shall make application to participate in the fund and upon acceptance by the Trustees shall make an initial contribution to the fund, in respect of each employee, as if the employer had made application to participate in the fund and been accepted by the Trustees prior to 28 February 1992, after which the employer shall then continue to make payments as prescribed by this award. Other than for back-payment 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 the fund; that is, the date of acceptance by the trustees.

18. Shortage of Money Or Bread

- (i) An employee who delivers bread shall be supplied with a copy of the loading slip for each load taken during the day.
- (ii) Except in the case of dishonesty, an employee shall not be required to make good any shortage of money or bread appearing on the face of the employee's book or statement of delivery unless notified of such shortage of money or bread within 48 hours after the day on which the entry in the book or statement has been made and that employee has been given an opportunity of checking same. Saturdays, Sundays, and holidays are not to be reckoned in the said 48 hours.
- (iii) Where the employee is notified of the shortage within the period prescribed by subclause (ii) of this clause, the employer may, each week, until the whole shortage is satisfied, deduct an amount on account thereof from the wages due to the employee: provided that the employee is paid a gross sum not less than two-thirds of the pay prescribed for an employee by clause 4, Rates of Pay, of this award; provided further that in the case of dishonesty or in the case of termination of services, the full amount of the wages due may be retained by the employer.

Deductions in respect of shortages notified in accordance with the provisions of this clause shall commence within 3 months of such notification and then continue each week until the shortage is repaid, otherwise the right to deduct shall be forfeited.

- (iv) Employees shall be notified each week of the overs and shortages. Any overs are to be credited to the employee and shall be available to meet subsequent shortages; provided that any credit at the end of any accounting quarter may be forfeited except that shortages and overs in the last two weeks of any quarter may be offset against overs or shortages in the first two weeks of the next quarter.
- (v) For the purpose of this clause where more than one employee is regularly employed delivering on any bread run from one vehicle or conveyance, each shall be supplied by the employer with a book in which the employee shall enter up, daily, the amount of bread that the employee delivers to each customer served by the employee and any cash received. This subclause shall not apply to an employee learning the run.
- (vi) Unless an employee is furnished with a list of bread and bread rolls delivered to customers and cash received on the employee's run by some other person the employee shall not be responsible for the booking thereof.

19. Jury Service

- (i) A weekly employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

20. Redundancy

- (i) Application
 - (a) This clause shall apply in respect of full time and part time employees employed in the classifications specified by the parent award.

- (b) This award shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be 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.
 - (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction To Change

(a) Employer's duty to notify

1. 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.
2. 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer or 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 herein, an alteration shall be deemed not to have significant effect.

(b) Employers Duty To Discuss Change -

1. The employers shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) above, Employers duty to notify, of this clause, 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.
2. 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 subclause (ii) of this clause.
3. 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.

(iii) Redundancy

(a) Discussions Before Terminations -

1. Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), Introduction of Change, and that decision may lead to the termination of employment,

the employer shall hold discussions with the employees directly affected and with the union to which they belong.

2. The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
3. 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.

(iv) Termination Of Employment

(a) Notice For Changes In Production, Program, Organisation or Structure -

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with subclause (ii)(a) of this clause.

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

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

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

(b) 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 subclause (ii)(a) of this clause:

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

(c) Time Off During The Notice Period -

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

(d) Employee Leaving During The Notice Period -

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

(e) 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.

(f) 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.

(g) Centrelink Employment Separation Certificate -

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

(h) Transfer To Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subparagraph (1) of subclause (ii), Introduction of Change, of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(v) Severance Pay

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

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

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

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

Years of service	45 years of Age & 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

3. 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with this Award:

(b) Incapacity To Pay

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

The Industrial Relations Commission of New South Wales shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subparagraph (a) above will have on the employer.

(c) Alternative Employment -

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

21. 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 ground 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.
- (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 practise of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

22. Settlement of Disputes and Grievances

- (i) Procedures relating to grievances of individual employees:
- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedies sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with gradual steps for further discussions and resolutions at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussions at each level of authority.
 - (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) Whilst a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedures relating to disputes etcetera between employers and their employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with gradual steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) Whilst a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

23. Area, Incidence and Duration

- (a) The Bread Industry (State) Award and shall apply to:
- (i) the classes of employees specified in clause 3, Classifications, of this award within the jurisdiction of the Baking Industry (State) Industrial Committee.
 - (ii) apprentices to the trade of bread manufacturing, being a trade declared for the purposes of the *Apprenticeship and Traineeship Act 2001*.
- (b) The changes made to the award pursuant to the award review under section 19(6) of the *Industrial Relations Act 1996* and principle 26 of the Principles for Review of Awards made by the Industrial

Relations Commission of New South Wales on 18 December 1998 (85 IR 38) take effect on and from 5 February 2004.

- (c) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate per Week \$	SWC2003 \$	Total Rate per Week \$
Bread Industry Employee Level 1	605.70	17.00	622.70
Bread Industry Employee Level 2	564.20	17.00	581.20
Bread Industry Employee Level 3	542.50	17.00	559.50
Bread Industry Employee Level 4	508.10	17.00	525.10
Bread Industry Employee Level 5	486.50	17.00	503.50
Bread Industry Employee Level 6	463.60	17.00	480.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Payable \$
1	2(v)(b) 4(vi)(g)(i)	Apprentices' Allowance: Stage 1 pass	5.20 per week
2	2(v)© 4(vi)(g)(ii)	Apprentices' Allowance: Completion of course	14.70 per week
3	4(vi)(a)(1)	Leading Operator: More than 4 employees	26.80 per week
4	4(vi)(a)(2)	Leading Operator: Up to four employees	13.50 per week
5	4(vi)(b)	Heavy Vehicle Driving Allowance:	
5.1	4(vi)(b)(1)	Over 3 and up to 4.5 tonnes	3.40 per week
5.2	4(vi)(b)(2)	Over 4.5 tonnes and up to 14.95 tonnes	26.70 per week
5.3	4(vi)(b)(3)	Over 14.95 tonnes	35.30 per week
5.4	4(vi)(b)(4)	Semi-trailer	63.50 per week
6	4(vi)©	Merchandiser Allowance:	
6.1		Flat amount	14.00 per day
6.2		Variable amount	28 cents per km
7	4(vi)(d)	First-aid Allowance	12.00 per week
8	4(vi)(e)	Boiler Allowance	11.60 per week
9	4(vi)(f)	Meal Allowance	10.00 per meal

SCHEDULE A

Award and Variations Incorporated

Clause	Award/Variation	Date of Publication	Date of taking Effect	Industrial Gazette Vol Page	
4, Part B	B9610	19.01.01	09.08.00	321	967
4, Part B	CO817	14.12.01	09.08.01	330	443
21	C1016	08.03.02	31.05.01	331	1077
4, Part B	C1384	08.11.02	09.08.02	336	1166
4, Part B, 9A, 8	C2175	n/a	09.08.03	n/a	n/a

SCHEDULE B

Changes Made on Review
Date of Effect: 5 February 2004
(1) Provisions Modified:

Award	Clause	Previous Form of Clause Last Published at:	
		IG Vol	Page
Miscellaneous Bread Industry (State) Award	2(i)(g)	319	506
Miscellaneous Bread Industry (State) Award	2(ii)(a)	319	507
Miscellaneous Bread Industry (State) Award	2(v)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(a)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(e)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(f)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(f)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(g)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(h)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(i)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(j)	319	508
Miscellaneous Bread Industry (State) Award	2(v)(k)	319	509
Miscellaneous Bread Industry (State) Award	4	319	514
Miscellaneous Bread Industry (State) Award	10(i)(a)	319	519
Miscellaneous Bread Industry (State) Award	23(b)	319	530

(2) Provisions Removed

Award	Clause	Previous Form of Clause Last Published at:	
		IG Vol	Page

(1) Rescinded Obsolete Awards Related to this Review:

Not Applicable

Baking Industry (State) Industrial Committee

Industries and Callings

Bread salespersons and all persons engaged in or in connection with the selling and/or delivery of bread or bread rolls or baked goods (including persons engaged who are deemed to be employees pursuant to subclause (e) of Schedule 1 of the *Industrial Relations Act* 1996, breadroom hands, and all persons employed in bakeries in or in connection with the slicing and/or wrapping of bread, loaders, groomers, stablepersons and yardpersons, employed in connection therewith in the State, excluding the County of Yancowinna; and

Machine and hand bakers and assistants in the State, excluding the County of Yancowinna;

excepting -

Engine drivers and firepersons, greasers, trimmers, cleaners and pumpers engaged in and about the driving of engines, and electrical crane, winch and motor drivers.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(811)

SERIAL C3170

**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF
NEW SOUTH WALES - TOLL PLAZA OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1817 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Hours of Duty
4.	Shift Allowances
5.	Overtime
6.	Broken Shifts
7.	Saturdays, Sundays and Public Holidays
8.	Leave Generally
9.	Annual Recreation Leave
10.	Sick Leave
11.	Travelling Allowance
12.	Protective Clothing
13.	Mixed Functions
14.	Disability Allowance
15.	Grievance Resolution
16.	Dispute Settlement
17.	Anti-Discrimination
18.	Deduction of Union Membership Fees
19.	Area, Incidence and Duration

Table A - Rates - Allowances

Appendix A - Grievance Resolution

2. Definitions

RTA - Roads and Traffic Authority of New South Wales, constituted under section 46 of the *Transport Administration Act 1988*.

PSA - Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

Employee - A person employed by the RTA at the Sydney Harbour Bridge as a Toll Plaza Officer on a weekly, casual, part-time or limited duration basis.

Casual Employee - An employee who is employed for either the ordinary hours of duty prescribed in Clause 3, Hours of Duty of this Award, or part thereof, on an intermittent basis as agreed from time to time between the RTA and the PSA.

In addition to the approved hourly rate of pay, a 15% loading will be paid to compensate for Sick Leave, Public Holidays not worked, Family and Community Service Leave and the casual nature of the work. Annual Leave will be covered by a further payment of 4/52 of the approved hourly rate of pay inclusive of the 15% loading.

Part-Time Employee - An employee who is employed for a constant number of hours each week which are less than the ordinary hours of duty prescribed in Clause 3, Hours of Duty of this Award.

In addition to the approved hourly rate of pay, a 15% loading will be paid to compensate for Sick Leave, Public Holidays not worked and the part-time nature of the work. Annual Leave will accrue on a pro-rata basis.

Limited - Duration Employee - An employee employed during that period when a weekly employee or a part-time employee is absent on approved leave for periods in excess of 13 weeks but not exceeding six months.

3. Hours of Duty

- (i) The ordinary working hours shall not exceed eighty per fortnight. Such hours may be worked in not more than ten shifts in each fortnight; provided that not more than six consecutive shifts shall be worked

in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of twenty-four hours.

- (ii) To suit traffic requirements or in cases of emergency only, broken shifts may be worked but in no case shall any portion of a broken shift be for less than three hours on any day, Monday to Friday, inclusive. Employees shall not be required to work broken shifts on any Saturday, Sunday or public holiday.
- (iii) The shifts shall be arranged by roster, which shall be posted in such a position that the employees will be able to keep themselves informed of the shifts to be worked at least one week ahead.
- (iv) The roster shall, as far as practicable, be arranged to give each of the employees, except employees working broken shifts, an equal number of Saturdays and Sundays off duty.
- (v) The roster shall, as far as practicable, be arranged to give each of the employees two consecutive days off.
- (vi) Except in cases of emergency or on broken shifts, no employee shall be compelled to work more than five hours without a break by agreement with the PSA.
- (vii) The roster shall be so arranged that at least eight consecutive hours separate the ordinary shifts to be worked by any employee.
- (viii) The method of working shifts may, in any case, be varied by agreement between the RTA and the PSA and in any case of general variation where agreement cannot be reached seven days notice of the alteration shall be given by the RTA to the PSA.
- (ix) Except in cases of emergency, an employee shall not be required to work longer than two hours in any period without a crib break of twenty minutes which shall include time spent proceeding from the toll barrier to the paying-in point and return, but excluding time spent paying-in.

4. Shift Allowances

- (i) All time worked on the afternoon shift shall be paid a shift loading of 12 ½ per cent of the ordinary rate of pay.
- (ii) All time worked on the night shift, shall be paid a shift loading of 15 per cent of the ordinary rate of pay.
- (iii) Definitions:

"Afternoon Shift" shall be those shifts commencing at or after 1 pm and before 4 pm, Monday to Friday.
"Night Shift" shall be those shifts commencing at or after 4 pm and before 4 am, Monday to Friday.

5. Overtime

- (i) All time worked in excess of ordinary shift hours as prescribed in Clause 3, Hours of Duty, of this award, in any consecutive twenty-four hours or in excess of eighty hours per fortnight shall be deemed overtime except where such excess is worked:
 - (a) by arrangement between the employees themselves;
 - (b) for the purpose of effecting rotation of shifts.
- (ii) The following rates for overtime shall be paid:
 - (a) time and a half for the first two hours and double time thereafter for all time worked in excess of ordinary shift hours;
 - (b) double time for all time worked on Sundays; and
 - (c) double time and one half for all time worked on public holidays.

- (iii) An employee recalled from his home to work shall be paid for a minimum of four hours work at overtime rates for each such call.
- (iv) Employees who are required to work overtime in excess of two hours after their usual ceasing time shall be provided with any meal necessary or be paid the meal allowance set at Item 1 of Table A, Rates - Allowances.
- (v) After each period of overtime an employee shall be entitled to a rest break, of at least eight consecutive hours off duty before the commencement of their next ordinary shift without loss of wages for ordinary working time occurring during such eight consecutive hours. If employees are recalled to duty during their rest break shall be paid at the rate of double time until released from duty and shall then be entitled to a further rest break of at least eight consecutive hours without loss of wages for ordinary working time occurring during such rest break.
- (vi) Employees engaged as part-time employees shall be paid overtime at the rates prescribed in sub-clause (ii), of this clause, for all time worked in excess of eight hours on each shift.
- (vii) The Authority may require an officer to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in the officer working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to the officer's health and safety
 - (b) the officer's personal circumstances including any family and carer responsibilities
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Authority regarding the working of the additional hours, and by the officer of their intention to refuse the working of additional hours; or
 - (e) any other relevant matter.

6. Broken Shifts

Where the total spread of hours on a broken shift exceeds ten hours from the time first signed on for duty, on any day or shift, any time worked in excess of such ten hours shall be paid in accordance with Clause 5, Overtime.

7. Saturdays, Sundays and Public Holidays

- (i) All ordinary time worked on Saturdays shall be paid at the rate of time and one-half.
- (ii) All ordinary time worked on Sundays shall be paid at the rate of double time.
- (iii) All ordinary time worked on public holidays shall be paid at the rate of double time and one half.
- (iv) One day shall be added to the annual leave period of any weekly employee rostered off duty on a day which is a public holiday prescribed by sub-clause (v), of this clause.
- (v) The following days shall be holidays for the purpose of this award: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any day proclaimed in the New South Wales Government Gazette as a public holiday for the State.

8. Leave Generally

Unless otherwise specified in this Award, leave conditions for staff covered by this Award will be as contained in the Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment) Award.

9. Annual Recreation Leave

- (i) Weekly Employees:
 - (a) Annual leave of absence for recreation shall accrue, month by month, at the rate of 25 working days per annum.
 - (b) One day shall be added to the annual leave period of an employee in respect of any public holiday prescribed by this award which falls within the period of annual leave to which they are entitled under this award.
 - (c) An employee shall be entitled to be paid in advance for wages which have accrued in respect of the period for which recreation leave has been approved.
 - (d) In the case of an employee leaving the service of the RTA, for any reason, the monetary value of accrued recreation leave shall be paid not later than the last day of service.
 - (e) The RTA may direct an employee to take, at such time as is convenient to the RTA, recreation leave for which they are eligible; provided that at least four weeks notice of the date on which such leave is to commence is given; provided also that the period between one period of annual leave and the next taken by an employee shall not exceed 18 months. So far as is practicable, the wishes of the employee concerned shall be taken into consideration when fixing the time for the taking of such leave.
 - (f) Annual leave loading shall be paid in accordance with the Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment) Award.
- (ii) Part-time Employees: A part-time employee shall be paid an annual leave at the rate of four (4) weeks per annum on the basis of a payment of 4/52 of the ordinary time worked.

10. Sick Leave

- (i) An employee shall be entitled to sick leave with full pay not exceeding ten shifts in any one year: Provided that any employee absent on account of sickness shall, if called upon by the RTA to do so, submit a certificate from a duly registered medical practitioner or other evidence satisfactory to the RTA of the employee's sickness.
- (ii) Any sick leave not taken may accumulate and be available as required in subsequent years of service.
- (iii) The provision of this Clause shall not apply to a casual employee nor to a part-time employee.

11. Travelling Allowance

- (i) Where an employee finishes a shift at a time when normal public transport has ceased running all fares actually incurred by the employee in travelling to their place of residence shall be paid within a reasonable time of the presentation of the employee's claim.
- (ii) Employees Required to Work Broken Shifts Shall be Paid One Return Fare in Travelling to Their Home and Return.

12. Protective Clothing

- (i) Uniforms and protective clothing shall be issued to such employees and on such a scale as is reasonably required.

- (ii) Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance at the amount per week, set at Item 2 of Table A, Rates - Allowances, for care and cleaning of uniform clothing.

13. Mixed Functions

An employee engaged for more than two hours during one day on duties carrying a higher rate of pay shall be paid the higher rate for such day; if so engaged for two hours or less during one day the employee shall be paid the higher rate for the time so worked.

14. Disability Allowance

A pollution allowance per shift, at the amount set at Item 3 of Table A, Rates - Allowances, shall be paid to all employees for each shift worked on the Sydney Harbour Bridge.

15. Grievance Resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- (b) The RTA has a grievance resolution policy and grievance resolution guidelines and procedures which should be observed when grievances arise.
- (c) The RTA's policy, guidelines and procedures are detailed in Appendix A.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

16. Dispute Settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of staff that is perceived to have negative implications for that group.
- (b) It is essential that management and the unions consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of these procedures.
 - 1. If a dispute arises in a particular work location which cannot be resolved between staff or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Employee Relations Section or another nominated officer who will then arrange for the issue to be discussed with the unions.
 - 2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - 3. If the issue cannot be resolved at this level, the issue may be referred to the Industrial Relations Commission of NSW
 - 4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur.
 - 5. The PSA reserves the right to vary this procedure where a safety factor is involved.

17. Anti-Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (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

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

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

18. Deduction of Union Membership Fees

- (i) The Association shall provide the employer with a schedule setting out Association membership fees payable by members of the Association in accordance with the Association's rules.
- (ii) The Association shall advise the Authority of any change to the amount of membership fees made under its rules. Any variation to the schedule of Association membership fees payable shall be provided to the Authority at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the Authority shall deduct Association membership fees from the salary of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorized the Authority to make such deductions.
- (iv) Monies so deducted from officers' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' Association membership accounts.
- (v) Unless other arrangements are agreed to by the Authority and the Association, all Association membership fees shall be deducted each pay period from the officers' salary and forwarded to the Association each pay period.

- (vi) Where an officer has already authorized the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorization in order for such deductions to continue.

19. Area, Incidence and Duration

- (i) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales Toll Plaza Officers) Award published on 5 April 2002 (332 IG 662) and all variations thereof.
- (ii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 28 July 2004.
- (iii) The award remains in force until varied or rescinded, the period for which it was made having already expired.

Table A - Rates - Allowances

Item	Clause	Description	Amount (\$)
1	5(iv)	Meal Allowance on Overtime	7.70
2	12 (ii)	Care/cleaning of uniform clothing	0.2105/hr
2	14	Disability allowance	0.2375/hr

APPENDIX A - GRIEVANCE RESOLUTION

Policy:

The Authority's grievance resolution policy provides a system for handling internal grievances which:

recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response;

encourages appropriate behaviour in the workplace; and

raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers and supervisors have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first. Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

Coverage: All staff.

Delegation: Supervisor.

Enquiries: Human Resources Managers.

File number: CHN I&E 90/2235

Guidelines:

Definitions:

Grievant

The staff member who raises the grievance is referred to as the grievant. For each grievance there may be one or more grievant.

Respondent

The staff member who is alleged to have acted unfairly or in a discriminatory manner or is alleged to be the instigator of the cause of the grievance is referred to as the respondent. There may be more than one respondent in any one grievance situation.

Grievance Advisers

The role of a grievance adviser is to listen to a grievance, offer advice and clarify the facts of the matter in order to assist the grievant to decide upon appropriate action. The grievance adviser may also participate in any discussions or mediation as a support person but not as an advocate for the grievant. The grievance adviser does not have responsibility for resolving grievances through action or decision. This responsibility rests with the appropriate supervisor or manager.

Staff members holding the following positions within the Authority have been nominated as grievance advisers to provide individuals with greater flexibility in seeking advice on any work-related problem:

- Human Resources Manager

EEO Manager

Spokeswomen

Women's Liaison Officer

Director of Affirmative Action

Grievance Contact Persons

General Principles of Grievance Resolution

These grievance resolution guidelines are based on the following general principles:
staff involved in grievance resolution should have access to training;

whenever possible, the immediate supervisor or manager should be informed, in the first instance, of the grievance so that appropriate action can be taken;

staff members must have an appropriate degree of choice about whom to approach with a grievance and desirably, have a choice of actions;

grievances can be raised either orally or in writing;

grievances are to be resolved as promptly as practicable;

where a grievance necessarily requires time for investigation, an initial response advising of proposed action is to be made to the grievant within two days of the grievance being notified. The investigation is to be completed within a reasonable time-frame (usually no longer than four weeks);

all functional managers will handle grievances with understanding, care and consideration;

the rights of every person involved are protected;

the grievant has control of the resolution process, except in certain cases, such as, where the Authority may be liable or criminal charges may be laid;

other staff may become involved in grievance resolution as and when required or in order to provide specialised assistance or to meet the special needs of EEO target group members;

the confidentiality and the integrity of every person involved will be maintained;

victimisation of any person involved is totally unacceptable; and

wherever possible, resolution should be determined in a way that is satisfactory to those involved, and most importantly to the grievant.

Interpreters

Language and sign interpreters are available, and should be used where necessary, at any stage of the grievance process. Only professional interpreters should be used in order to minimise risks to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person, eg a friend or colleague, a minimum amount of information to identify that a complaint is being made should be heard. The non-professional interpreter may then only continue to play a part as a support person if requested to do so by the grievant.

External Referral Sources

Staff members have the right to choose whether to use the internal grievance mechanism or an external body. They may approach either or both at any time during the course of the grievance. Sources of external assistance are not necessarily limited to those listed below which are included as a guide only.

Associations/Unions

Anti-Discrimination Board of NSW

Government and Related Employees Appeal Tribunal (GREAT)

Industrial Commission

Ombudsman

Privacy Committee of NSW

If a staff member approaches an external body during the course of a grievance, the Authority should be advised.

Protection

A grievant is protected against any action for defamation by the defence of qualified privilege, provided the grievance is raised in accordance with these established procedures and does not intentionally make a malicious or substantially frivolous complaint.

Any staff member who carries out grievance resolution in accordance with established procedures, or is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that they:

act in accordance with these established procedures;

are not actuated by malice; and

do not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

The grievant should not publish or make information concerning the grievance available to persons who have no legitimate interest in receiving it.

Documentation

Resolution of grievances should be handled as simply as possible. Informal notes should be brief, factual and avoid personal opinions. All parties involved should be given the opportunity to sight and endorse all material, which should be kept confidential and separate to personal files. Where the grievance is settled informally within the Authority, the documentation should be destroyed on settlement. If an external body is used for a formal settlement, the documentation should be kept for 5 years.

Notations are not to be made on personal files unless a disciplinary charge has been found proved, in which case the results of the charge should only be placed on the personal file of the person charged.

Training

Training courses specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in the resolution of grievances as possible.

Grievance Resolution

A grievance should only be regarded as satisfactorily resolved where the outcome is fair having regard to:

any damage and suffering sustained;

the prognosis for the future; and

improvement of the immediate circumstances which gave rise to the grievance.

The resolution to a grievance must be lawful.

In some cases a final determination may be reached which does not fully resolve the grievance, or there is no possible action which can be taken but the parties accept this.

A grievance is also considered concluded although not resolved when a grievant chooses to withdraw.

In terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated, having regard to any damage or suffering sustained by the grievant, and the potential for future problems.

Appeal Right

Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision. This appeal right does not in any way diminish a staff member's right to seek the assistance or representation of their trade union or association in the matter.

Procedures:

Any manager, supervisor or grievance adviser consulted by a grievant should:

listen and be sympathetic to any distress exhibited by the grievant;

be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance;

clarify the facts of the grievance;

if acting as grievance adviser, offer counsel and advice and refer the grievant to an appropriate functional manager. Normally this would be the grievant's immediate supervisor or manager unless there is good reason for the referral to be made to a more senior manager. Examples of the latter might be where the immediate supervisor/manager is absent or is the respondent;

if supervisor or manager, take appropriate steps to investigate and resolve the grievance;

ensure the confidentiality and protection of all parties involved;

wherever possible, take account of the grievant's wishes for the process of resolution;

ensure the right of the respondent to be heard before any decision is made; and

if resolution is not possible, conclude the grievance by advising the grievant of the reasons, the right of appeal and external options.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1320)

SERIAL C2821

**ROYAL REHABILITATION SERVICE - WEEMALA UNIT
RESIDENTIAL CARE STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1745 of 2004)

Before Mr Deputy President Grayson

8 June 2004

REVIEWED AWARD

1. Renumber the existing clause 5A, Anti-Discrimination to read as clause 6, and clause 6, Area, Incidence and Duration to read as clause 7, of the award published 6 November 1998 (307 I.G. 26), as follows:

6. Anti-Discrimination
7. Area, Incidence and Duration

2. Delete the definitions, "Association" and "Health Service" of clause 1, Definitions, and insert in alphabetical order, in lieu thereof the following:

"Union" means the Health Services Union.

"Health Service" means the Northern Sydney Area Health Service established pursuant to the provisions of the *Health Services Act 1997*.

3. Delete clause 3, Conditions of Service, and insert in lieu thereof the following:

3. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment Interim (State) Award, shall also apply to relevant employees.

4. Delete clause 4, No Extra Claims, and insert in lieu thereof the following:

4. No Extra Claims

The Union undertakes not to pursue any new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the Memorandum of Understanding between the New South Wales Government and the Union dated 2 March 2000.

5. Delete subclause (ii) of clause 7, Area, Incidence and Duration, and insert in lieu thereof the following new subclauses:

(ii) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 8 June 2004.

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

J. P. GRAYSON *D.P.*

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(318)

SERIAL C2840

**PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1742 of 2004)

Before Mr Deputy President Grayson

8 June 2004

REVIEWED AWARD

1. Insert in alphabetical order into clause 1, Arrangement, the following new clause number and subject matter, of the award published 3 August 2001 (326 I.G. 811).

26. Reasonable Hours

2. Renumber in alphabetical order in clause 1, Arrangement, clause 26, Area, Incidence and Duration, to read as follows:

27. Area, Incidence and Duration

3. Delete the definitions, "Association" "Health Service" and "Hospital" of clause 2, Definitions, and insert in lieu thereof the following:

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

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act* 1977.

4. Delete the words "Association(s)" wherever appearing in the award, and insert in lieu thereof the following:

"Union(s)"

5. Insert after clause 25, Salary Packaging, the following the clause:

26. Reasonable Hours

- (i) Subject to subclause (ii), an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

6. Delete clause 27, Area, Incidence and Duration, and insert in lieu thereof the following:

27. Area, Incidence and Duration

- (i) This Award has been reviewed in accordance with section 19 of the *Industrial Relations Act* 1996.
- (ii) This award rescinds and replaces the Public Hospital (Career Medical Officers) (State) Award published 16 April 1993 (274 I.G. 585) and all variations thereof.
- (iii) This Award shall apply to all officers as defined herein, and shall take effect on and from the beginning of the first pay period to commence on or after 14 May 2001 and it shall remain in force thereafter for a period of twelve months.
- (iv) The provisions of this Award do not apply to medical officers who are employed as Interns, Resident Medical Officers, Registrars or Senior Registrars.

- (v) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 8 June 2004.
 - (vi) This award remains in force until varied or rescinded, the period for which it was made already having expired.
7. Delete the figures "17.90" in Item 3 of Table 1, Allowances, and insert in lieu thereof the following:
- "19.75"

J. P. GRAYSON *D.P.*

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(059)

SERIAL C3142

BREWERIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3301 of 2004)

Before Commissioner Macdonald

1 July 2004

VARIATION

1. Delete Part B, Monetary Rates, of the award published 30 November 2001 (329 I.G. 1032), as varied, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

From the first pay period commencing on or after 12 July 2004.

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. 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.

Table 1 - Rates of Pay

Classification	Wage Total \$
(i) Carlton and United Breweries (NSW) Pty Limited Employees-	
Security Officer/Controller	595.80
Process Control Room Operator	595.80
Security Officer	581.90
Quality Control Employee	566.50
Kegging Plant Operator	566.30
Beer Runner	566.30
Packaging Plant Operator	565.50
Storeman - Main Store - Storeperson/Driver A	582.70
Storeperson/Driver B	602.50
Bottle Shop Assistant	565.50
Production Assistant/General Hand	554.80
Cleaner	554.80
All other adult employees	547.10
(ii) Tooheys Limited - Auburn and Grafton Employees -	
Engine Drivers	624.20
Fireperson	612.40
Customer Serviceman	610.60
Forklift Driver	608.80
Brewhouse Control Operator (Steinecker Brewing Plant)	605.40
Engine Room Greaser	604.30
Plant Greaser	596.30
Customer Serviceman	595.80
Engine Driver Trainee	595.00
Filterperson	593.60
Fireman Trainee	612.40
Fermentation Man	589.80
Packaging Operators	585.20
Bulk Packaging Operator	589.10
Security Officer	581.90
Greaser	583.10
Bulk Packaging Operator	578.00
Recovery Plant Operator	575.80
Brewhouse Complex Operator	575.80
Filtration Complex Operator	575.80
Dispatch Hand/Loadmaker Poly	591.20
All other Adults Packaging	574.50
Bottle Shop Hand	572.50
Dispatch Hand/Loadmaker	587.80
Traffic Controller	572.50
Other Adult - Road sweeper	572.90
Quality Control Employee	554.00

Beer Runner	554.20
Gardener	554.00
Main Stores Storeman	563.50
Barperson	563.60
Other Adult - Cleaners	554.80
Dispatch Hand Loadmaker	551.40

Table 2 -Other Rates and Allowances

Item No	Clause. No	Description	Amount \$
1	2(ii)(a)	Leading Hands in charge of not more than 10 people	27.40 per week
2	2(ii)(b)	Leading Hands in charge of more than 10 people	39.00 per week
3	2(ii)(c)	Employees in brewhouse, refrigerated cellars and malthouses	5.10 per week
4	2(ii)(d)	Employees, qualified first-aid attendant	11.40 per week
5	2(ii)(e)	Shiftworkers, as defined - Provided employees on 5-day roster of each night shift worked receive additionally	48.30 per week 1.40 per shift
	5(iv)	Employees on a fixed afternoon shift	57.90 per week
	5(iv)	Employees on a fixed night shift	115.40 per week
6	2(ii)(f)	Employees on 7-day continuous shift roster	64.90 per week
7	2(ii)(g)	Shiftworker on 12 hour rostered shift	64.90 per week
8	2(ii)(h)	Forklift allowance - battery operated	8.90 per week
9	2(ii)(i)	Uniform allowance	7.25 per week
10	2(ii)(j)	Forklift driver required to use hydraulic grab attachments	14.30 per week
11	3	Service Increments after - 1st year 2nd year 3rd year 4th year 5th year and thereafter	19.40 per week 21.20 per week 24.40 per week 27.70 per week 30.40 per week
12	6(iii)	Meal Allowance	6.20
13	6(iv)	Breakfast Allowance	1.42

2. The variation shall apply from the first full pay period commencing on or after 12 July 2004.

A. W. MACDONALD, Commissioner.

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(139)

SERIAL C3117

CLOTHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, industrial organisation of employees.

(No. IRC 3450 of 2004)

Before Commissioner Macdonald

1 July 2004

VARIATION

1. Delete clause 7, Absorption Commitment, of the award published 19 October 2001 (328 I.G. 952), and insert in lieu thereof the following:

7. Absorption Commitment

- 7.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) Any equivalent over award payments, and/or
 - (ii) Award Wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum wage adjustments.

- 7.2 The rates in Table 1 - Rates of Pay, and the rates in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall operate from the beginning of the first pay period to commence on or after 23 July 2004.
2. Delete the amount "\$56.00 per week" appearing in subclause 13.3 and paragraph 13.9.3 of clause 13, Workers Eligible for a Supported Wage, and substitute the amount "\$60.00 per week".
3. Delete Part B - Monetary Rates and insert in lieu of the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Clause 6 - Rates of Pay

Adult Rates of Pay from the beginning of the first pay period to commence on or after 23 July 2004.

Skill Level	Relativity to Skill Level 4 Per week %	Award Rate \$
Trainee	78	467.40
1	82	484.10*
2	87.4	506.60
3	92.4	527.50
4	100	561.20
5#	-	602.90**

* Calculation for minute pay rate for PBR purposes

** Note yet determined as to relativity

Not a skill level

Table 2 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 23 July 2004.

Item No.	Clause No.	Brief Description	Amount \$
1	6.6.1	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist rate	13.85
2	6.6.2	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist	10.15
3	17.1	Meal Money	8.05
4	46.1	Disability allowances - Inadequate dining facilities	3.40
5	46.2	Disability Allowances - Inadequate rest facilities	3.40

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

"Wages - According to law, as at 23 July 2004 the usual weekly wage for 38 hours, Monday to Friday is \$506.60. The hourly rate is \$13.33. Remember, the law says you must not be paid less than the hourly rate according to the award."

5. This variation shall take effect from the first full pay period to commence on or after 23 July 2004.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(384)

SERIAL C3113

HOTELS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3296 of 2004)

Before Commissioner Macdonald

1 July 2004

VARIATION

1. Delete subclause (c) of clause 6, Arbitrated Safety Net Adjustment of the award published 10 May 2002 (333 I.G. 317), and insert in lieu thereof the following:
 - (c) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES**Table 1 - Wages**

Classification	Wage Total \$
Bar Attendant	467.40
Cashier in Bars	467.40
First Cook	475.20
Qualified Cook	467.40
Cook Employed Alone	467.40
Breakfast & Other Cook	467.40
Head Waiter/ress and/or Host/ess	467.40
Other Waiters/resses, drink and/or Food	467.40
Cleaner in and about Bars	467.40
Cellarperson	467.40
Assistant Cellarperson	467.40
Butcher	467.40
Pantryman/maid or Kitchenman/maid	467.40
Storeperson	467.40
Night Porter	467.40
Day Porter	467.40
Billiards Room Attendant	467.40
Commissionaire Messenger and/or Parking Attendant	467.40
Useful and Cleaner	467.40
Person not otherwise provided for	467.40
Office Employees -	
1st year of adult service in the clerical industry	467.40
2nd year of adult service in the clerical industry	467.40
3rd year of adult service in the clerical industry	467.40
Cashier - elsewhere	467.40
Housekeeper or Manager/ess	467.40
Snack Bar Attendant	467.40
Laundry employee	467.40
Houseman/maid	467.40
Houseman/maid who repairs linen or articles of any description	467.40
Pantryman/maid or Kitchenman/maid	467.40
Persons not otherwise provided for	467.40

Table 2 - Other Rates And Allowances

Item No	Clause No	Description	Amount \$
1	5 (a)	Whole of work between 7.00 pm and 7.00 am per hour	0.51
2	5 (a)	Whole of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	4.11
3	5 (b) (i)	In Charge of more than four employees	8.70 per week
4	5 (b) (ii)	In Charge of six to ten employees	11.50 per week
5	5 (b) (iii)	In Charge of ten to twenty employees	13.20 per week
6	5 (b) (iv)	In Charge of more than twenty employees	22.10 per week
7	5 (c) (i)	Shorthand 80 wpm	4.15 per week
8	5 (c) (ii)	Shorthand 100 wpm	8.80 per week
9	5 (c) (iii)	Machine operator	4.05 per week
10	5 (d) (i)	Home deliveries	0.36 per hour
11	5 (d) (ii)	Home deliveries	0.36 per hour
12	5 (d) (ii)	Home deliveries maximum	0.72

13	6A (a) (i)	Apprentice proficiency (first occasion)	1.50 per week
14	6A (a) (ii)	Apprentice proficiency (second occasion)	2.40 per week
15	6A (a) (iii)	Apprentice proficiency (third occasion)	3.10 per week
16	7 (b) (1)	For all work between 7.00 pm and 7.00 am per hour	0.82
17	7 (b) (2)	For all work between 7.00 pm and 7.00 am per hour - Minimum payment per day	1.25
18	8 (a)	Board and residence adult employee	16.20 per week
19	8 (a)	Shared room Board and residence adult employee	15.50 per week
20	8 (b)	Lodgings only adult employee	10.00 per week
21	8 (b)	Shared room lodgings only adult employee	9.90 per week
22	8 (c)	Meal supplied during employee's spread of hours	1.14 per meal
23	10 (a) (1)	Apprentices - Part of work between 7.00 pm and 7.00 am per hour	0.31
24	10 (a) (1)	Apprentices - Part of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	0.61
25	10 (a) (2)	Apprentices - Whole of work between 7.00 pm and 7.00 am per hour	0.34
26	10 (a) (2)	Apprentices - Whole of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	2.79
27	25 (b)	Laundry special clothing - cooks	3.08 per week
28	25 (b)	Laundry special clothing - other than cooks	1.86 per week
29	26 (ii)	Apprentice - Tool allowance	0.57 per week

3. This variation shall commence from the first full pay period on or after 30 August 2004.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(577)

SERIAL C3119**RESTAURANT, &c., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch,
industrial organisation of employees.

(No. IRC 3294 of 2004)

Before Commissioner Macdonald

1 July 2004

VARIATION

1. Delete Part B, Monetary Rates, of the award published 19 January 2001 (321 I.G. 759), and insert in lieu thereof the following:

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

Grade	Former Rate \$	SWC 2004 \$	Total Rate \$
1	455.30	19.00	474.30
2	472.30	19.00	491.30
3	497.90	19.00	516.90
4	516.60	19.00	535.60
5	551.00	19.00	570.00
6	591.60	19.00	610.60

7	612.90	19.00	631.90
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The rates of pay in this award include the adjustments payable under the State Wage Case 2004.
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.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7.1	Meal Allowance	7.50
2	14.2	Apprentice's Tool Allowance	0.63 per week
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	2.30 per day to a maximum of 6.90 1.30 per day to a maximum of 4.00

2. This variation shall commence from the first full pay period on or after 18 August 2004.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

SERIAL C3417

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA04/310 - New Food Coatings Workplace Development Agreement 2004**

Made Between: New Food Coatings Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/310

Approval and Commencement Date: Approved 18 October 2004 and commenced 27 May 2004

Description of Employees: The agreement applies to all employees employed by New Food Coatings Pty Limited, located at 31B and 32 Davis Road, Wetherill Park, NSW, 2164, who fall within the coverage of the Grocery Products Manufacturing (State) Award.

Nominal Term: 24 months.

EA04/311 - Silcar High Voltage and Electrical Services Business Unit Enterprise Agreement 2004-2005

Made Between: Silcar High Voltage and Electrical Services -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 15 October 2004.

Description of Employees: The agreement only applies to all employees of Siemens Ltd and Thiess Pty Ltd

trading as Silcar High Voltage Electrical Services, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 12 months.

EA04/312 - Wyong Race Club and Australian Workers Union Agreement, 2004

Made Between: Wyong Race Club -&- The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA02/243

Approval and Commencement Date: Approved and commenced 1 September 2004.

Description of Employees: The agreement applies to all production employees employed by Wyong Race Club, located at Howarth Street, Wyong NSW 2259, who fall within the coverage of the Race Clubs Employees (State) Award.

Nominal Term: 20 months.

EA04/313 - Gosford Race Club and Australian Workers Union Agreement, 2004

Made Between: Gosford Golf Club -&- The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA02/230

Approval and Commencement Date: Approved 1 September 2004 and commenced 9 May 2004

Description of Employees: The agreement applies to all production employees employed by Gosford Race Club, located at Racecourse Road, Gosford NSW 2250, who fall within the coverage of the Race Clubs Employees (State) Award.

Nominal Term: 24 months.

EA04/314 - Skybeam.com Construction Enterprise Agreement 2002-2005

Made Between: Skybeam . com Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 27 April 2004 and commenced 10 December 2002

Description of Employees: The agreement applies to all employees employed by Skybeam.com Pty Ltd, located at Suite 37, 10, Bridge Street, Granville NSW 2142, engaged in construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 34 months.

EA04/315 - Midcoast Traffic Services Enterprise Agreement 2004

Made Between: SG & KM Osborne Pty Ltd t/as Midcoast Traffic Services) -&- The Australian Workers' Union, New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 30 March 2004.

Description of Employees: The agreement applies to all operational employees employed by SG&KM Osborne Pty Ltd, t/as Midcoast Traffic Services, undertaking traffic control/management, who fall within the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 36 months.

EA04/316 - Hanson Metro Wallgrove Tippers EBA 2004

Made Between: Hanson Construction Materials Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 17 November 2004 and commenced 1 April 2004

Description of Employees: The agreement applies to all employees (including hire casuals) of Hansons Construction Materials Pty Ltd, located at Level 5, 75 George Street, Parramatta NSW 2150, engaged in driving tippers for the Hanson Metro Quarry Operation, the sites covered include Wallgrove, Bass Point, Penrith, and any other site where Metro quarry tippers are operating in the Sydney Metropolitan area, who fall within the coverage of the Transport Industry Quarried Materials (State) Award.

Nominal Term: 36 months.

EA04/317 - Mars Inc. Workplace Agreement 2004

Made Between: Mars Inc. -&- Patrick Beinke, Harnish Black, Mark Blakeny, Vito Cappiello, Gary Chalmers, Anthony Cowan, Chris Davies, Karen Dryden, Lloyds Edwards, Megan Forrester, Andrew Garra, Susie Gentle, Linda Godlee, Michael Godlee, Peter Hanrahan, Andrew Job, Yvonne Johnston, Steven Jones, Judy Kelly, Gorenko Markovski, Paul Matheson, James Matthews, Karen McGuigan, Archie Momartin, Eaden Morpuss, Lars Nielson, Michael Nunn, Robert Owen, Kylie Page, Archie Papiminias, Adrian Parker, David Phelan, Vicki Politis, Siu Lan Riddell, Clifford Ring, Stephen Robertson, Wayne Santleban, Alem Sarwary, Suzanne Shamir, Russell Spurr, Ira St. John, Wade Stockalde, Peter Waite, Brett Williams, Timothy Williams, Vicky Williams, Gary Wooden, Deborah J Wright.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 November 2004.

Description of Employees: The agreement applies to all employees employed by Mars Inc. located at Gladesville NSW 2111, who fall within the coverage of the Restaurants, &c., Employees (State) Award, Miscellaneous Gardeners, &c. (State) Award, Nurseries Employees (State) Award, Miscellaneous Workers' -

General Services (State) Award, and the Transport Industry - Mixed Enterprises Interim (State) Award.

Nominal Term: 36 months.

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INDUSTRIAL GAZETTE

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Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

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