

CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 725 of 2015)

Before Commissioner Stanton

17 November 2015

REVIEWED AWARD

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Clause No.	Subject Matter
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PART A

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2. Definitions

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

- 2.19 "Secretary" means the Secretary of the Department of Education.
- 2.20 "Service" means service as determined by the Secretary.
- 2.21 "Short-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period of one school term or less.
- 2.22 "Western, Central and Eastern Divisions" means those areas of New South Wales as described in Section 4 of the *Crown Lands Act* 1989.
- 2.23 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act* 2007.

3. Anti-Discrimination

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

Notes

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act* 1977 provides:
- "Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

4. Classifications

- 4.1 The classifications of School Administrative and Support Staff are as follows:

4.1.1 School Administrative Manager (formerly senior school assistant)

- (i) The classification of School Administrative Manager is comprised of four levels;
- (ii) The level of a School Administrative Manager position is determined as follows:

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

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

4.1.2 School Administrative Officer (formerly school assistant)

4.1.3 School Support Officer

4.1.4 Aboriginal Education Officer (formerly Aboriginal education assistant)

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

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

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

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

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

5. Rates of Pay

- 5.1 The rates of pay that apply to classifications of School Administrative and Support Staff other than Aboriginal Education Officers are set out in Schedule 1 of Part B.
- 5.2 The rates of pay that apply to Aboriginal Education Officers are set out in Schedule 2 of Part B.
- 5.3 The rates of pay for School Administrative Managers, School Administrative Officers, School Support Officers and Aboriginal Education Officers are equivalent to administrative and clerical classifications on a pro rata basis as follows:
 - 5.3.1 School Support Officer is equivalent to general scale clerk, year 5
 - 5.3.2 School Administrative Officer is equivalent to general scale clerk, year 9

- 5.3.3 School Administrative Manager level 1 is equivalent to clerk grade 2, year 1
- 5.3.4 School Administrative Manager level 2 is equivalent to clerk grade 2, year 2
- 5.3.5 School Administrative Manager level 3 is equivalent to clerk grade 3, year 1
- 5.3.6 School Administrative Manager level 4 is equivalent to clerk grade 3, year 2.
- 5.3.7 Aboriginal Education Officer is equivalent to clerk grade 1/2
- 5.4 During the term of this award, the rates of pay as set out in Schedules 1 and 2 will be adjusted to reflect increases in any equivalent classifications under the Crown Employees (Public Sector - Salaries 2015) Award and any successor instrument to that award.
- 5.5 The hourly rates of pay for permanent employees set out in Schedule 1 and Schedule 2 of Part B provide for 26 equal pays over the period of a year as follows:

Hourly rate	x	weekly hours of work	x	52.17857
				26

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

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2015) Award or any variation or replacement award.

6. Increments

- 6.1 The payment of increments, where applicable, under the rates of pay prescribed in Schedule 1 and Schedule 2 of Part B shall be subject to approval by the Secretary's delegate.
- 6.2 Subject to satisfactory performance, permanent and temporary School Learning Support Officers, School Learning Support Officers (Braille Transcriber), (Ethnic), (Sign Interpreter) (Pre-School) and Aboriginal Education Officers (subject to transitional arrangements prescribed in clause 6.3) may progress along the relevant incremental rate of pay scale as follows:
 - 6.2.1 Permanent adult employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
 - 6.2.2 Temporary adult employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
 - 6.2.3 Permanent and temporary junior employees commence on junior rates and progress to the next increment on completion of 12 months' service or at age 20.

7. Hours

- 7.1 The normal hours of work for full-time employees shall not exceed 31 hours 15 minutes per week between 8.00 am and 4.30 pm on school days, provided that:
- 7.1.1 full-time School Administrative Managers shall work 33 hours 20 minutes per week;
 - 7.1.2 former Library Clerical Assistants covered by the 1988 agreement may continue to work 36.25 hours per week.
- 7.2 Starting and finishing times of employees shall be as determined by the principal in agreement with an employee or employees to suit the needs of the school.
- 7.3 Normal hours of work shall be structured to avoid broken periods of duty, i.e. there shall be no split shifts.
- 7.4 The actual hours worked by an employee in any week may, by agreement between the principal and the employee, be averaged over periods of up to 10 weeks between the hours of 7.30 am and 6.00 pm; provided that the total hours worked in a 10 week period are:
- 7.4.1 312 hours 30 minutes for full-time employees working 31 hours 15 minutes per week; or
 - 7.4.2 333 hours 20 minutes for full-time employees working 33 hours 20 minutes per week; or
 - 7.4.3 362 hours 30 minutes for full-time employees working 36 hours 15 minutes per week.

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

8. Meal Breaks

- 8.1 Employees who work not less than four hours per day shall be entitled to an unpaid lunch break of not less than 30 minutes each day.
- 8.2 Employees who work more than two hours from the commencement of the school day shall be entitled to a paid morning tea break of 10 minutes each day.
- 8.3 To meet the needs of the school, the principal may vary the time at which the lunch and morning tea breaks are taken and may stagger lunch breaks.

8A. Lactation Breaks

- 8A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 8A.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 8A.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 8A.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their supervisor provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for a flexibility, a supervisor needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 8A.5 The Department shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

- 8A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the supervisor and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 8A.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 8A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with subclause 16.9 Sick Leave of this award or, where applicable, through the operation of the provisions of subclause 7.4 of this award.

9. Allowances

9.1 First-aid Allowance

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

9.2 Administration of Prescribed Medications Allowance

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

9.3 Health Care Procedures Allowance

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

10. Appointments

- 10.1 Provisions relating to the appointment of employees shall be as set out below in subclauses 10.2 to 10.6 of this clause.

10.2 School Administrative Manager Positions

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

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

- (i) the level of the position shall be placed on review from the commencement of Term 2 to the completion of Term 1 the following school year;
- (ii) the current rate of pay and level of the incumbent of that position shall continue for the period of review. The incumbent may apply for appointment to another school during the review period;
- (iii) should student enrolments not increase in the school on the conclusion of the review period, the incumbent of the position may:

- (a) be directly appointed to the nearest suitable vacancy of an equal level;
- (b) request retention in the current position at the lower level; or
- (c) apply for appointment to a School Administrative Officer position. Such applications will be given priority over School Administrative Officer transfer applications.

10.2.3 Where the processes in 10.2.1 or 10.2.2 do not result in an appointment, transfer applications on compassionate grounds from permanent School Administrative Managers shall be considered.

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

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

10.3 School Administrative Officer Positions

10.3.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Administrative Officer positions the incumbents of the positions will be given priority for transfer to a School Administrative Officer position.

10.3.2 Where the processes in 10.2.2 (iii) (c) and 10.3.1 do not result in an appointment, transfer applications on compassionate grounds from permanent School Administrative Officers shall be considered.

10.3.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.2.2 (iii) (c), 10.3.1 and 10.3.2.

10.3.4 Where the processes in 10.2.2 (iii) (c), 10.3.1, 10.3.2 and 10.3.3 do not result in an appointment, applications for transfer from permanent School Administrative Officers shall be considered.

10.3.5 Where the processes in 10.2.2 (iii) (c), 10.3.1, 10.3.2, 10.3.3 and 10.3.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.4 School Support Officer Positions

10.4.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Support Officer positions the incumbents of the positions will be given priority for transfer to a School Support Officer position.

10.4.2 Where the process in 10.4.1 does not result in an appointment, transfer applications on compassionate grounds from permanent School Support Officer shall be considered.

10.4.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.4.1 and 10.4.2.

10.4.4 Where the processes in 10.4.1, 10.4.2 and 10.4.3 do not result in an appointment, applications for transfer from permanent School Support Officers shall be considered.

10.4.5 Where the processes in 10.4.1, 10.4.2, 10.4.3 and 10.4.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.5 School Learning Support Officer Positions

10.5.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Learning Support Officer positions the incumbents of the positions will be given priority for transfer to a School Learning Support Officer position.

10.5.2 Where the process in 10.5.1 does not result in an appointment, transfer applications on compassionate grounds from permanent School Learning Support Officers shall be considered.

10.5.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.5.1 and 10.5.2.

10.5.4 Where the processes in 10.5.1, 10.5.2 and 10.5.3 do not result in an appointment, applications for transfer from permanent School Learning Support Officer shall be considered.

10.5.5 Where the processes in 10.5.1, 10.5.2, 10.5.3 and 10.5.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.6 Aboriginal Education Officer Positions

10.6.1 Where a decrease in student enrolments reduces the formula allocation for permanent Aboriginal Education Officer positions the incumbents of the positions will be given priority for transfer to an Aboriginal Education Officer position.

10.6.2 Where the process at 10.6.1 does not result in an appointment, transfer applications on compassionate grounds from permanent Aboriginal Education Officer shall be considered.

10.6.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011- Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.6.1 and 10.6.2.

10.6.4 Where the processes in 10.6.1, 10.6.2 and 10.6.3 do not result in an appointment, applications for transfer from permanent Aboriginal Education Officers shall be considered.

10.6.5 Where the processes in 10.6.1, 10.6.2, 10.6.3 and 10.6.4 do not result in an appointment, the position shall be filled by merit selection following internal advertisement within the Department and the press.

11. Training and Development

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

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

11.3 Training and development will be based on:

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

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

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

- 11.4 Employees attending approved training and development activities during the hours of 7.30 am to 6.00 pm on a school day shall be regarded as being on duty.
- 11.5 Approved training and development activities shall be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees attend departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause 18, Overtime.
- 11.6 Employees shall be entitled to reimbursement of any actual necessary expenses regarding travel, meals and accommodation incurred in attending training and development activities.

12. Higher Duties Allowance

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

13. Performance Management

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

14. Flexible Work Organisation

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

- (v) consideration is given to equity and gender and family issues involved in the proposal.

15. Dispute and Grievance Resolution Procedures

- 15.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
 - 15.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.
 - 15.1.2 The principal/supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
 - 15.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
 - 15.1.4 Where the procedures in paragraph 15.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Director of Industrial Relations of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - 15.1.5 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

16. Leave

- 16.1 Adoption, Maternity and Parental Leave
 - 16.1.1 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
 - (i) For a period up to 9 weeks prior to the expected date of birth; and
 - (ii) For a further period of up to 12 months after the actual date of birth.
 - (iii) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
 - 16.1.2 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
 - (i) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (ii) For such period, not exceeding 12 months on a full-time basis, as the Secretary may determine, if the child has commenced school at the date of the taking of custody.
 - (iii) An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave or

family and community service leave, or organised through hours averaging provisions if applicable.

- 16.1.3 Parental leave shall apply to male and female staff to look after his/her child or children where maternity or adoption leave does not apply. Parental leave applies for a period not exceeding 12 months. Parental leave may commence at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children or at any time up to 2 years from that date.
- 16.1.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to parental leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- (i) Applied for maternity, adoption or parental leave within the time and in the manner determined set out in paragraph 16.1.9 of this clause; and
 - (ii) Prior to the commencement of maternity, adoption or parental leave, completed not less than 40 weeks' continuous service.
 - (iii) Payment for the maternity, adoption or parental leave may be made as follows:
 - (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 16.1.5 Payment for maternity, adoption or parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start leave is paid:
- (i) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or parental leave;
 - (ii) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (iii) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 16.1.6 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (i) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

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

16.1.8 Right to request

(i) An employee who has been granted maternity, adoption or parental leave in accordance with paragraphs 16.1.1, 16.1.2 or 16.1.3 may make a request to the Secretary to:

(a) extend the period of simultaneous unpaid leave use up to a maximum of eight weeks in cases where partners wish to take maternity/adoption leave and parental leave;

(b) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

(c) return from a period of full time maternity, adoption or parental leave on a part time basis until the child reaches school age (Note: returning to work from maternity, adoption or parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

(ii) The Secretary shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Secretary's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

16.1.9 Notification Requirements

(i) When the Secretary is made aware that an employee or their spouse is pregnant or adopting a child the Secretary must inform the employee of their entitlements and their obligations under the Award.

(ii) An employee who wishes to take maternity, adoption or parental leave must notify the Secretary in writing at least 8 weeks (or as soon as practicable) before the expected commencement of maternity, adoption or parental leave:

(a) that she/he intends to take maternity, adoption or parental leave, and

(b) the expected date of birth or the expected date of placement, and

(c) if she/he is likely to make a request under paragraph 16.1.8.

(iii) At least 4 weeks before an employee's expected date of commencing maternity, adoption or parental leave they must advise:

(a) the date on which the maternity, adoption or parental leave is intended to start, and

(b) the period of leave to be taken.

(iv) Employee's request and the Secretary's decision to be in writing.

The employee's request and the Secretary's decision made under 16.1.9(i) and 16.1.9(ii) must be recorded in writing.

(v) An employee intending to request to return from maternity, adoption or parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Secretary in writing as soon as practicable and preferably before beginning maternity,

adoption or parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Secretary agrees.

- (vi) An employee on maternity leave is to notify the Secretary of the date on which she gave birth as soon as she can conveniently do so.
 - (vii) An employee must notify the Secretary as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (viii) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Secretary and any number of times with the consent of the Secretary. In each case she/he must give the Secretary at least 14 days notice of the change unless the Secretary decides otherwise.
- 16.1.10 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 16.1.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 16.1.11 If the position occupied by the employee immediately prior to the taking of maternity, adoption or parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 16.1.12 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Secretary) must be given.
- 16.1.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 16.1.14 An employee may elect to take available recreation leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.
- 16.1.15 An employee may elect to take available recreation leave at half pay in conjunction with maternity, adoption or parental leave subject to:
- (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or parental leave
 - (ii) the total period of maternity, adoption or parental leave, is not extended by the taking of recreation leave at half pay
 - (iii) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 16.1.16 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Secretary should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and

where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

16.1.17 If such adjustments cannot reasonably be made, the Secretary must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born, whichever is the earlier.

16.1.18 Communication during maternity, adoption or parental leave

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Secretary shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
- (ii) The employee shall take reasonable steps to inform the Secretary about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the Secretary of changes of address or other contact details which might affect the Secretary's capacity to comply with subparagraph 16.1.18(i).

16.2 Annual Leave Loading

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

16.2.2 Where additional leave is accrued by a permanent or long-term temporary employee stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of four weeks' leave.

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

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

16.3 Extended Leave

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

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

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

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

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

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

16.4 Family and Community Service Leave

16.4.1 The Secretary shall grant to a permanent or long term temporary employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 16.4.2 of this clause. The Secretary may also grant leave for the purposes in subclause 16.4.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of appropriate leave.

16.4.2 Such unplanned and emergency situations may include, but not be limited to, the following:

- (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
- (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff members property and/or prevents a staff member from reporting for duty;
- (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
- (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.

16.4.3 Family and community service leave may also be granted for:

- (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.

16.4.4 Family and community service leave shall accrue as follows:

1. two and a half days in the staff members first year of service;
2. two and a half days in the staff members second year of service; and
3. one day per year thereafter.

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

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

16.5 Leave Without Pay

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

16.5.2 Leave without pay may be granted on a full-time or a part-time basis.

16.5.3 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.

16.5.4 Leave without pay may be granted to long-term temporary employees, provided it does not extend beyond the end of the school year in which it is taken.

16.5.5 Where a permanent or long-term temporary employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.

16.5.6 Where a permanent or long-term temporary employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave shall count as service for incremental progression and accrual of recreation leave.

16.5.7 A permanent or long-term temporary employee who has been granted leave without pay shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Secretary.

16.5.8 A permanent or long-term temporary employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

16.5.9 A permanent appointment may be made to the employee's position if:

- (i) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
- (ii) the employee is advised of the Secretary's proposal to permanently backfill their position; and
- (iii) the employee is given a reasonable opportunity to end the leave without pay and return to their position; and
- (iv) the Secretary advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

16.5.10 The position cannot be filled permanently unless the above criteria are satisfied.

16.5.11 The employee does not cease to be employed by the Secretary if their position is permanently backfilled.

16.5.12 Paragraph 16.5.9 of this subclause does not apply to full time unpaid parental leave granted in accordance with subclause 16.1 Adoption, Maternity and Parental Leave or to military leave.

16.6 Military Leave

16.6.1 During the period of 12 months commencing on 1 July each year, the Secretary may grant to a permanent or long-term temporary employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the employee's unit.

16.6.2 Up to 24 working days' military leave per financial year may be granted by the Secretary to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in paragraph 16.7.1 of this subclause.

16.6.3 At the expiration of military leave, the employee shall furnish to the principal a certificate of attendance signed by the commanding officer or other responsible officer.

16.7 Personal Carers Leave

Use of Sick Leave to Care for a Family Member

Where family and community service leave provided for in subclause 16.4 of this clause is exhausted or unavailable, a permanent or long-term temporary employee with responsibilities in relation to a category of person set out in paragraph 16.7.3 of this subclause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

16.7.1 The sick leave shall initially be taken from the sick leave accumulated over the previous three years. In special circumstances, the Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

16.7.2 If required by the Secretary to establish the illness of the person concerned, the employee must provide evidence consistent with paragraph 16.10.1 of this clause.

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

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this definition:

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

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

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

Use of recreation leave to care for a family member

16.7.4 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation leave not exceeding 10 days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

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

16.8 Recreation Leave

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

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

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

16.9 Sick Leave

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

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

16.9.2 Payment for sick leave is subject to the employee:

- (i) informing their principal as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- (ii) providing evidence of illness as soon as practicable if required by subclause 16.10 of this clause.

16.9.3 The Secretary may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.

16.9.4 Entitlements. An employee appointed from the date of the commencement of this award variation will immediately commence accruing sick leave in accordance with this clause. Employees at the time of this award variation will accrue sick leave in accordance with this clause from the beginning of the 2011 school year.

- (i) At the commencement of employment with the Department, a full time employee is granted an accrual of five days sick leave.
- (ii) After the first four months of employment, the employee shall accrue sick leave at the rate of ten working days per year for the balance of the first year of service.
- (iii) After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
- (iv) All continuous service as a permanent or long-term temporary employee shall be taken into account for the purpose of calculating sick leave due. Where the service is not continuous, previous periods of service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (v) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave.
- (vi) When determining the amount of sick leave accrued, sick leave granted on less than full pay shall be converted to its full pay equivalent.

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

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

16.10 Sick Leave - Requirements for Medical Certificate

- 16.10.1 A permanent or long-term temporary employee absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to the Secretary in respect of the absence.
- 16.10.2 In addition to the requirements under sub-clause 16.9.2, an employee may absent themselves for a total of five working days due to illness without the provision of evidence of illness to the Secretary. Employees who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness to the Secretary for each occasion absent for the balance of the calendar year.
- 16.10.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Secretary is satisfied that the reason for the absence is genuine.
- 16.10.4 If an employee is required to provide evidence of illness for an absence of two consecutive working days or less, the Secretary will advise them in advance.
- 16.10.5 If the Secretary is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department's nominated medical assessor for advice.
 - (i) The type of leave granted to the employee will be determined by the Secretary based on the advice of the Government or other approved medical assessor. the medical assessor's
 - (ii) If sick leave is not granted, the Secretary will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

16.10.6 The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of the illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their principal they may elect to have the application for sick leave dealt with confidentially by an alternate supervisor or the human resources section of the Department.

16.10.7 The reference in this subclause to evidence of illness shall apply, as appropriate:

- (i) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Secretary's discretion, another registered health services provider; or
- (ii) where the absence exceeds one week and, unless the health provider listed in (i) above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner; or
- (iii) at the Secretary's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

16.10.8 If a permanent or long-term temporary employee who is absent on recreation or extended leave furnishes to the Secretary a satisfactory medical certificate in respect of an illness which occurred during the leave, the Secretary may grant sick leave to the employee if the period set out in the medical certificate is five working days or more.

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

16.11 Sick Leave - Workers Compensation

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

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

16.11.3 A permanent or long-term temporary employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.

16.11.4 Before approving the use of sick leave in this subclause, the Department must be satisfied that the staff member is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the staff member must:

- (i) participate and cooperate in the establishment of the required injury management plan for the staff member;
- (ii) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;

- (iii) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
 - (iv) authorise the nominated treating doctor to provide relevant information to the insurer or the Department for the purposes of the injury management plan; and
 - (v) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 16.11.5 If an employee notifies the Secretary that he or she does not intend to make a claim for any such compensation, the Secretary shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 16.11.6 A permanent or long-term temporary employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 16.11.7 If the Secretary provides the permanent or long-term temporary employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 16.11.8 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.

16.12 Sick Leave - other than Workers Compensation

- 16.12.1 If the circumstances of any injury to or illness of a permanent or long-term temporary employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:
- (i) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and
 - (ii) in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Department the monetary value of any such period of sick leave.
- 16.12.2 Sick leave on full pay shall not be granted to a permanent or long-term temporary employee who refuses or fails to complete an undertaking, except in cases where the Secretary is satisfied that the refusal or failure is unavoidable.
- 16.12.3 On repayment to the Department of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay shall be restored to the credit of the employee.

16.13 Study Assistance

- 16.13.1 Study assistance of up to three hours per week may be granted on full pay to permanent or long-term temporary employees who are studying on a part-time basis.

16.13.2 Approval of study assistance will be at Departmental convenience. Study assistance may be used for:

- (i) attending compulsory lectures or tutorials, where these are held during working hours; and/or
- (ii) necessary travel outside working hours to attend lectures, tutorials, etc., held during or outside working hours; and/or
- (iii) private study for an approved course.

16.13.3 Subject to the convenience of the school or centre, permanent or long-term temporary employees may choose to accumulate part or all of their hours of study assistance to attend compulsory field days or residential schools.

16.14 Special Leave

16.14.1 Jury Service

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

16.14.2 Witness at Court - Official Capacity

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

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

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

A permanent or long-term temporary employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (i) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (ii) pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

16.14.4 Called as a Witness in a Private Capacity

A permanent or long-term temporary employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, leave without pay.

16.14.5 Examinations

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

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

16.14.6 Association Activities

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

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

16.14.7 Training Courses

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

- (i) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members.
- (ii) Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of two years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) all travelling and associated expenses being met by the employee or the association;

- (d) attendance being confirmed in writing by the Association or a nominated training provider.

16.14.8 Return Home when Temporarily Living Away from Home

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

16.14.9 Return Home when Transferred to New Location

Special leave shall be granted to a permanent or long-term temporary employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award or successor instrument.

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

16.14.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 16A. Leave for Matters Arising From Domestic Violence have been exhausted, the Department Head shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

16.15 Purchased Leave

16.15.1 An employee may apply to enter into an agreement with the Department to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

- (i) Each application will be considered subject to operational requirements and personal needs and will take into account the Department's business needs and work demands.
- (ii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (iii) The leave will count as service for all purposes.

16.15.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

- (i) Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- (ii) To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

16.15.3 Purchased leave is subject to the following provisions:

- (i) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

- (ii) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- (iii) Sick leave cannot be taken during a period of purchased leave.
- (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation.
- (v) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- (vi) Higher Duties Allowance will not be paid when a period of purchased leave is taken.

16.15.4 Specific conditions governing purchased leave may be amended from time to time by the Department in consultation with the Association. The Department may make adjustments relating to its salary administration arrangements.

16A. Leave for Matters Arising from Domestic Violence

- 16A.1 The definition of domestic violence is found in clause 2.23, Definitions, of this award;
- 16A.2 Leave entitlements provided for in sub clause 16.4 Family and Community Service Leave, 16.7, Personal Carers Leave, and 16.9, Sick Leave, may be used by an employee experiencing domestic violence;
- 16A.3 Where the leave entitlements referred to in subclause 16A.2 are exhausted, the Secretary shall grant Special Leave as per clause 16.14.11;
- 16A.4 The Secretary will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 16A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 16A.6 The Secretary, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

17. Travelling Compensation

17.1 Excess Travelling Time

A permanent or long-term temporary employee directed by the Secretary to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

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

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

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

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

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

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

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

17.4 Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

17.5 Compensation for excess travelling time shall exclude the following:

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

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

17.5.3 travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

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

17.5.5 travel not undertaken by the most practical available route;

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

17.5.7 travel overseas.

17.6 Waiting Time

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

17.7 Payment

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

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

17.8 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

17.9 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

17.10 Meal Allowances

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

17.10.1 breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;

17.10.2 an evening meal when required to travel until or beyond 6.30 pm; and

- 17.10.3 lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

18. Overtime

- 18.1 Rates - Overtime shall be paid at the following rates:

18.1.1 Weekdays (Monday to Friday inclusive) - At the rate of time and one half for the first two hours and at the rate of double time thereafter for all directed overtime worked:

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

18.1.2 Saturday - All overtime directed to be worked on a Saturday at the rate of time and one half for the first two hours and at the rate of double time thereafter.

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

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

- 18.2 If an employee is absent from duty on any working day during any week in which directed overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

- 18.3 An employee who works directed overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three hours' work at the appropriate rate.

- 18.4 Meal Breaks and Allowances

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

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

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

- (i) the time worked is directed overtime;

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

18.5 Rest Periods

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

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

18.6 Recall to Duty

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

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

18.6.3 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

18.6.4 An employee recalled to duty within three hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

18.6.5 This subclause shall not apply in cases where it is customary for an employee to return to the Department's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three hours unless the actual time worked is three or more hours.

19. Transferred Employees' Compensation

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

20. Deduction of Association Membership Fees

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

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

20.3 Subject to subclauses 20.1 and 20.2 of this clause, the Department shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.

- 20.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 20.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 20.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

21. No Further Claims and No Industrial Action

The no extra claims clause (clause 8) contained in the *Crown Employees (Public Sector – Salaries 2015) Award* shall apply to employees covered by this award.

22. Secure Employment

22.1 Work Health and Safety

22.1.1 For the purposes of this subclause, the following definitions shall apply:

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

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

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

22.1.3 Nothing in this subclause 22.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

22.2 Disputes Regarding the Application of this Clause

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

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

23. Short Term Temporary Employee Entitlements

- 23.1 Other than as described under subclauses 23.3, 23.4, 23.5 and 23.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.
- 23.2 As set out in subclause 5.8, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.
- 23.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 23.4 Short term temporary employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

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

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

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

- 23.5 Personal Carers Entitlement for short term temporary employees

23.5.1 Short term temporary employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 16.7.3 of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 23.5.4, and the notice requirements set out in 23.5.5.

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

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

23.5.4 The short term temporary employee shall, if required:

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

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

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

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

23.6 Bereavement entitlements for short term temporary employees

23.6.1 Short term temporary employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Secretary).

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

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

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

Clause 24. Consultation

24.1 Consultation is a process that:

24.1.1 provides an opportunity for the Department, the Association and employees to express their views, state objections, exchange information and promote understanding;

24.1.2 involves timely provision of all relevant information to employees and the Association;
and

24.1.3 provides a genuine opportunity for employees directly affected by major changes in the workplace, the wider workforce and the Association to influence the matters under discussion with the Department.

24.2 Where the Department has made a definite decision to introduce major changes in, program/service delivery, organisation, structure or technology that are likely to have significant effects on employees, the Department shall notify the employees who may be affected by the proposed changes and the Association for the purpose of engaging in consultation.

24.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Department's workforce or in the skills required, changes in job opportunities, promotion opportunities or job tenure for a class or group of employees, the alteration of hours of work for a class or group of employees, the need for retraining or transfer of a class or group of employees to other work or locations and the restructuring/redesign of jobs.

- 24.4 The Department is not required to consult over individual workplace/performance issues under this clause.
- 24.5 The Department shall discuss with the employees affected and the Association, among other matters, the introduction of the changes referred to in subclause 24.2 above, 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 Association in relation to the changes.
- 24.6 The discussions shall commence as early as practicable after a definite decision has been made by the Department to make the changes referred to in subclause 24.2 of this Clause.
- 24.7 For the purpose of such discussions, the Department shall provide to the employees concerned and the Association all relevant information about the changes, including the nature of the changes proposed, the expected significant effects of the changes on employees and any other matters likely to affect employees, provided that the Department shall not be required to disclose confidential information the disclosure of which would adversely affect the Department.
- 24.8 The Department will notify affected employees and the Association of the outcome of the consultation in writing.

25. Area, Incidence and Duration

- 25.1 This award shall apply to all employees as defined in clause 2, Definitions.
- 25.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 November 2015.
- 25.3 Changes made to this award subsequent to it first being published on 29 June 2012 (372 I.G. 977) have been incorporated into this award as part of the review.
- 25.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

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

1.1 Permanent School Administrative and Support Staff

	Rate of pay from the first pay period on or after 1.7.2015 Per hour 2.50% \$
School Support Officer	24.73
School Administrative Officer	27.77
School Administrative Manager -	
Level 1	32.12
Level 2	32.99
Level 3	33.93
Level 4	34.96

School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	17.67
Following 12 months of service or at age 20	20.88
1st year	25.42
2nd year	25.88
3rd year	27.70
4th year	29.53
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	17.67
Following 12 months of service or at age 20	20.88
1st year	24.51
2nd year	24.96
3rd year	25.42
4th year	25.88

1.2 Long-term Temporary School Administrative and Support Staff

	Rate of pay from the first pay period on or after 1.7.2015 Per hour 2.50% \$
School Support Officer	26.20
School Administrative Officer	29.37
School Administrative Manager -	
Level 1	33.98
Level 2	34.92
Level 3	35.93
Level 4	36.98
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	18.64
Following 12 months of service or at age 20	22.09
1st year	26.94
2nd year	27.37
3rd year	29.27
4th year	31.23
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	18.64
Following 12 months of service or at age 20	22.09
1st year	25.96
2nd year	26.40
3rd year	26.94
4th year	27.37

1.3 Short-term Temporary School Administrative and Support Staff

	Rate of pay from the first pay period on or after 1.7.2015 Per hour 2.50% \$ p/h
School Support Officer	28.46
School Administrative Officer	31.94
School Administrative Manager	
Level 1	36.94
Level 2	37.96
Level 3	39.05
Level 4	40.20
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	20.32
Following 12 months of service or at age 20	24.00
1st year	29.25
2nd year	29.77
3rd year	31.87
4th year	33.93
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	20.32
Following 12 months of service or at age 20	24.00
1st year	28.22
2nd year	28.73
3rd year	29.25
4th year	29.77

Schedule 2 - Aboriginal Education Officers - Rates of Pay

2.1 Permanent Aboriginal Education Officer

	Rate of pay from the first pay period on or after 1.7.2015 Per hour 2.50% \$p/h
Year 1	30.37
Year 2	31.26
Year 3	32.14
Year 4	33.03

2.2 Long-term Temporary Aboriginal Education Officer

	Rate of pay from the first pay period on or after 1.7.2015 Per hour 2.50% \$p/h
Year 1	32.13
Year 2	33.08
Year 3	34.00
Year 4	34.93

2.3 Short-term Temporary Aboriginal Education Officer

	Rate of pay from the first pay period on or after 1.7.2015 Per hour 2.50% \$/h
Year 1	34.93
Year 2	35.96
Year 3	36.96
Year 4	37.97

Schedule 3 - School Administrative and Support Staff - Allowances

Item No.	Clause No.	Brief Description	Amount Item Nos. 4 and 5 effective from 1 July 2015 \$
1	9.1.1	First-aid allowance - Permanent staff Temporary staff	45.34 47.96
2	9.2.1	Administration of prescribed medications allowance - Permanent and temporary staff	18.50 cents per hour
3	9.3.1	Health care procedures allowance - Permanent and temporary staff	40 cents per hour
4		Meal allowances on one-day journeys - Capital Cities and High-cost Country Centres: (see the Crown Employees (Public Service Conditions of Employment) Award 2009 for list of capital cities and high cost country centres)	
	17.10.1	Breakfast allowance	25.90
	17.10.2	Evening meal allowance	49.65
	17.10.3	Lunch allowance	29.15
		Other Centres:	
	17.10.1	Breakfast allowance	23.20
	17.10.2	Evening meal allowance	45.70
	17.10.3	Lunch allowance	26.50
5	18.4.2	Overtime meal allowances - Breakfast Lunch Dinner Supper	28.80 28.80 28.80 10.75

The allowances listed at Item 4 and 5 and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or successor award, or as approved from time to time by the Secretary of the NSW Treasury.

J. D. STANTON, Commissioner