

**SUPERANNUATION ADMINISTRATION CORPORATION  
(SALARIES AND CONDITIONS) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1699 of 2007)

Before Commissioner Ritchie

18 December 2007

**REVIEWED AWARD**

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## 2. Title

This Award shall be known as the Superannuation Administration Corporation (Salaries and Conditions) Award 2007.

### 3. Definitions

"Accelerated progression" means the justified movement of staff salaries through the years in a level, without having to increment one year at a time.

"Act" means the *Superannuation Administration Authority Corporatisation Act 1999*.

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

"Broadband" means the ability of the Corporation to combine more than one level of salaries together to form a broad-banded level for a position.

"Chief Executive Officer" or "CEO" means the Chief Executive Officer of the Superannuation Administration Corporation who has been delegated particular powers under the Act or a person authorised by the Chief Executive Officer.

"Contract staff" means staff not covered by this Award, but engaged by the Corporation through a contract of employment for a specific period of time.

"Corporation" means the Superannuation Administration Corporation as established by the *Superannuation Administration Authority Corporatisation Act 1999*.

"Family" means a family as defined in the Sick Leave to Care for a Family Member subclause of this Award.

"Local working arrangement" is an agreement arrived at between the staff member and their Manager to have time off in addition to or separately from the agreed flex day each settlement period. This is on the basis that work has been completed in a timely manner as per agreed outcomes. This local working arrangement merely changes the work patterns of a staff member; it is not an extra entitlement and remains at the discretion of the Manager by agreement with the staff member.

"Memorandum of Understanding (MOU)" means the document signed as an adjunct to this Award between the Corporation and the Association. It sets out agreements reached and commitments made after bargaining in good faith by the parties in the making of this Award and identifies key areas to be addressed during the life of the Award. It is to be read in conjunction with the Award as made by the NSW Industrial Relations Commission.

The intent of the MOU is to facilitate the establishment and maintenance of improved and flexible workplace conditions that recognise the professionalism, dedication and commitment of management and staff in achieving the Corporation's goals, objectives and services to the public of NSW and premised on the basis that there will be no new salaries, condition or other claims arising from negotiation of productivity and efficiency improvements covered by this MOU.

"Staff member" or "Employee" means and includes all persons who are permanently or temporarily employed by the Corporation under the *Superannuation Administration Authority Corporatisation Act 1999*, and covered by this Award.

"Workplace" means the whole of the Corporation or, as the case may be, a branch or section of the Corporation in which the staff member is employed.

"Workplace Management" means the Chief Executive Officer (CEO) or any other person authorised by the CEO to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the Corporation or part of the Corporation.

### 4. Application

The parties to this Award are the Superannuation Administration Corporation and Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

## **5. Coverage**

The provisions of this Award shall apply to staff employed by the Corporation but not to staff employed under a Senior Executive Service or other type of written contract of employment.

## **6. Statement of Intent**

- 6.1 This Award aims to consolidate in one document all the salaries and common conditions of employment of staff employed in the Corporation and to encourage consultative processes to facilitate greater workplace flexibility, productivity, continuous improvement and reforms.
- 6.2 The Award also acknowledges the agreement made by the NSW Government and Peak Public Sector Unions in a Memorandum of Understanding that provides a co-operative and productive partnership to achieve a co-ordinated, whole-of-Government approach to improving service delivery to the people of NSW and enhancing the quality of life of staff members. This includes taking a balanced approach to economic, social and environmental impacts of these initiatives.

The agreement is premised on the basis that there will be no new salaries or condition claims arising from negotiation of productivity and efficiency improvements covered by this agreement.

## **7. Availability of Award**

The CEO shall cause a copy of the Award and any such other information relating to employees of the Corporation, as the Corporation considers appropriate, to be kept in each Division or Branch of the Corporation for the use of the employees therein.

## **8. Determinations and Approvals**

- 8.1 Any determination or approval required to be given by the CEO or the Corporation under this Award shall be made, wherever possible, after discussion with the Association.
- 8.2 The forum for such discussions shall be formally conducted through the Corporation's regular Joint Consultative Committee (JCC) meetings or in special circumstances, directly with the Association or affected employee.
- 8.3 In the case where the determination or approval affects an individual employee, the prior and appropriate discussion shall be made with that employee. If the employee is a member of the Association, the discussions shall, at the request of the employee, be conducted in the presence of an Association representative.
- 8.4 A determination or an approval of the CEO of the Corporation under this award may apply to the whole Corporation, parts of the Corporation, or individual staff in circumstances that warrant it.

## **9. Consultative Arrangements**

The parties to this Award shall through the established Joint Consultative Committee (JCC) on matters of mutual interest and concern, both formal and informal, encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.

## **10. Local Award Conditions Arrangements**

- 10.1 Local award conditions arrangements may be negotiated between the CEO and the Association in respect of the whole Corporation or part of the Corporation.
- 10.2 All local award conditions arrangements or variations negotiated between the CEO and the Association must be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, variation to this award, enterprise agreement or other industrial instrument.

- 10.3 Subject to the provisions of subclause 10.2, nothing in this clause shall prevent the negotiation of local award conditions arrangements between the CEO and the Association in respect of the provisions contained in the Flexible Work Practices clause of this Award, where the conditions of employment of any group are such that the application of the work hours arrangements would not be practicable.

## 11. Association Activities

### 11.1 Association Activities regarded as On Duty

An Association delegate will be released from the performance of normal Corporation duty in respect of activities specified below. While undertaking such activities, the Association delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) Where operational requirements allow the taking of such time, a reasonable period of preparation time, as approved by management, before -
  - (i) Meetings with management;
  - (ii) Disciplinary or grievance meetings when an Association member requires the presence of a Association delegate; and
  - (iii) Any other meeting with management;
  - (iv) Giving evidence in court on behalf of the Corporation;
  - (v) Giving evidence before an Industrial Tribunal as a witness for the Association;
  - (vi) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

### 11.2 Association Training Courses

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

- (a) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members.

The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted shall be negotiated between the CEO and the Association under a local award conditions arrangement pursuant to the Local Award Conditions Arrangements clause of this Award.

### 11.3 Period of Notice for Association Activities

The Association must notify the CEO in writing or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

#### 11.4 Access to Facilities by Association Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (a) Telephone, facsimile and, where available, e-mail facilities;
- (b) A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (c) Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

#### 11.5 Responsibilities of the Association Delegate

Responsibilities of the Association delegate are to:

- (a) Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (b) Participate in the workplace consultative processes, as appropriate;
- (c) Follow the dispute settling procedure applicable in the workplace;
- (d) Provide sufficient notice to the immediate Supervisor of any proposed absence on authorised Association business;
- (e) Account for all time spent on authorised Association business;
- (f) Distribute Association literature/membership forms, under local award conditions arrangements negotiated between the CEO and the Association; and
- (g) Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

#### 11.6 Responsibilities of the Association

Responsibilities of the Association are to:

- (a) Provide written advice to the CEO about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in the Responsibilities of Workplace Management subclause of this Award;
- (c) Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (d) Apply to the CEO well in advance of any proposed extension to the "on loan" arrangement;
- (e) Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (f) Advise employer of any leave taken by the Association delegate during the on loan arrangement.

### 11.7 Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this clause, the responsibilities of the workplace management are to:

- (a) Release the accredited delegate from duty for the duration of the Association activity, as appropriate and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (b) Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (c) Verify with the Association the time spent by a Association delegate or delegates on Association business, if required; and
- (d) If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

### 11.8 Right of Entry

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000*, the *Occupational Health and Safety Regulation 2001* and the *Industrial Relations Act 1996*.

### 11.9 Travelling and Other Costs of Association Delegates

In respect of meetings called by the workplace management in terms of the Responsibilities of Workplace Management subclause of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under the Travelling Allowances - General, Meal Expenses on One-Day Journeys, Travelling Allowances when Staying in Non-Government Accommodation, Travelling Allowances when Staying in Government Accommodation, or Restrictions on Payment of Travelling Allowances clauses of this Award.

### 11.10 Industrial Action

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action.
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

### 11.11 Deduction of Association Membership Fees

- (a) At the staff member's election, the CEO shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals.
- (b) Alternative arrangements for the deduction of Association membership fees may be negotiated between the CEO and the Association in accordance with the Local Award Conditions Arrangements clause of this Award.

## **12. Terms of Employment and Termination**

12.1 Staff offered employment with the Corporation shall be advised of the terms and conditions of employment and the availability of this Award.

12.2 An employee shall give to the Corporation and the Corporation shall give to an employee, in writing, 2 weeks' notice of termination of employment.

- 12.3 The Corporation shall be entitled to deduct out of the employee's salary, such sums as the employee authorises in writing.

### **13. Appointment of Staff**

- 13.1 Staff may be employed by the Corporation on a permanent, temporary or casual basis.
- 13.2 The provisions of this Award apply to permanent full-time, part-time and temporary staff, except for the employment of casual employees whose conditions will be covered by other clauses as specified in this Award.
- 13.3 Equal Employment Opportunity (EEO) principles apply when recruiting and selecting employees, regardless of the category of employment used.

### **14. Categories of Employment**

The Corporation may employ staff in any one of the following ways:

- 14.1 Permanent employment;
- 14.2 Temporary employment; or
- 14.3 Casual employment.
- (a) Casual employment is for situations where there is a need for additional staff for irregular or intermittent work.
- (b) Casual employees are paid hourly rates, which carry a loading of 20% to offset the fact that they receive no leave entitlements.
- (c) Casual employees are employed by the hour and may be terminated with one hour's notice.
- (d) Casual employees are entitled to be paid overtime and/or penalty rates if the relevant award requirements in relation to such benefits are satisfied.
- (e) If the hours the casual staff member is working become regular and if there is ongoing work available and the staff member's work performance is satisfactory, then the Corporation shall review the employment arrangement and, where approved by the CEO, may appoint the casual as a permanent employee on either a part time or full time basis depending on the need.
- (f) Casuals have access to unpaid parental leave in accordance with clause 72, Additional Maternity, Adoption and Parental Leave Entitlements of this Award.
- (g) Casuals shall also receive Personal Carers and Bereavement entitlements in accordance with clause 73, Casual Personal Carers and Bereavement Leave Entitlements of this Award.

### **15. Creating Positions and Filling**

- 15.1 The CEO may classify and grade positions using an accredited job evaluation methodology.
- 15.2 The advertising and filling of positions shall be in accordance with the principles of Merit Selection and Equal Employment Opportunity (EEO).
- 15.3 All vacant positions to be filled shall have an up-to-date position description completed.
- 15.4 Where the work has changed substantially in any review of the position description, the Corporation may, through job evaluation, change the grade of the position.
- 15.5 Non-discriminatory and related selection criteria shall be developed for vacant positions.



- 15.6 Selection Committees shall be established as required to determine eligibility of applicants for vacant positions and make appropriate recommendations to the CEO.
- 15.7 All appointments are subject to the approval of the CEO.

### **16. Probation**

- 16.1 All new staff appointed to positions with the Corporation shall, in the first instance, be appointed on a probationary basis for a period up to 3 months.
- 16.2 The probation period may be varied, extended for a further period to a total of 6 months, or waived at the discretion of the CEO.

### **17. General Working Hours**

- 17.1 The ordinary working hours for all employees shall be 35 per week, to be worked 7 hours per day in continuous periods (except for a meal break of one hour) between the hours of 8.30 a.m. and 4.30 p.m. and subject only to variations to working hours as may be authorised under clause 18, Flexible Working Hours Arrangements of this Award.
- 17.2 The person for the time being in charge of a Division, Branch or Section of the Corporation shall be responsible to the appropriate Divisional Head or Manager for the due observance of the hours of attendance and the proper recording of attendance of employees in that Division, Branch or Section.
- 17.3 The Corporation may require a staff member to perform duties beyond the hours determined under this clause but only if it is reasonable for the staff member to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
  - (b) any risk to staff member health and safety;
  - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the Corporation and the effect on client services;
  - (d) the notice (if any) given by the Corporation regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours; or
  - (e) any other relevant matter.

### **18. Flexible Working Hours Arrangements**

The arrangements set out in this clause are those that apply to all categories of staff covered by this Award unless otherwise determined by the CEO.

#### **18.1 Attendance and Working Arrangements**

- (a) There are no fixed rules regarding attendance times or days and subsequently there is no requirement upon individuals to maintain any formal record of hours worked, unless otherwise required by the Corporation.
- (b) Attendance at work for auditing purposes can be recorded either on flex sheets that record hours worked, or attendance sheets that record days, or part thereof, worked.

- (c) Where staff are only required to formally keep an attendance sheet, they shall keep their own personal record of hours worked (such as a flex sheet or diary) to ensure provisions of the *Industrial Relations Act 1996* as defined in this clause are complied with.
- (d) Within the parameters of this clause, staff covered by this arrangement may reach mutual agreement with their Supervisor regarding hours of work and attendance patterns.
- (e) Such working hours need to be sufficient to satisfy the working requirements of the Business Unit in accordance with agreed performance criteria and service delivery standards to both internal and external clients and stakeholders of the Corporation.
- (f) On a Business Unit basis, a daily register of staff attendance or a flex sheet is to be maintained. These will serve as the Leave Return Records required for auditing purposes to confirm attendance of staff at work.
- (g) Managers shall keep a staff roster to record flex leave identifiable in advance in a calendar year for workforce planning and co-ordination of service delivery purposes.
- (h) At all times, in regard to flex leave, work schedules shall be agreed to in advance with a reasonable period of time being given by staff and managers.

## 18.2 Hours of Work

- (a) Notionally staff will work a 35-hour week worked any time from Monday to Sunday.
- (b) The normal working week shall continue to be Monday to Friday with work on weekends and after hours to be agreed and authorised beforehand.
- (c) Work outside of normal time that is approved or directed to be worked on the weekend or during the week shall be paid at overtime rates in accordance with this Award.
- (d) Whilst the bandwidth is negotiated at the local level, staff will normally work the 35 hours between 7.00 a.m. and 7.00 p.m. subject to the requirements in paragraph 18.2(e) being complied with.
- (e) In the absence of negotiated local level core time arrangements taking into consideration the business needs of the Corporation and its internal and external clients, the notional times of 9.30 a.m. and 3.30 p.m. for core time shall apply.
- (f) The Corporation shall take reasonable steps to support staff to comply with the provisions of the *Industrial Relations Act 1996* which require that the ordinary hours of employment not exceed a maximum of 35 hours per week, averaged over a 12-week period.
- (g) Under this clause, staff shall attend their place of employment for sufficient hours to perform their duties and to service Business Unit clients.
- (h) The duties are those as defined in the approved position description for the job and the agreed performance management criteria for the position staff are appointed to or in which they are acting.
- (i) Flex leave arrangements between staff and Team Leaders will be aimed at achieving the key result areas for each position in compliance with the Corporation's Strategic Corporate Plan and the corresponding Business Plans for each Unit.

## 18.3 Flex Leave

- (a) Staff may accrue up to a minimum of one day each settlement period to be taken as a flex day during that settlement period, or banked for later use.

- (b) Staff covered by this clause shall be entitled to an accrued or granted day off every settlement period in a calendar year to be taken as a flex day (except staff on standard hours).
- (c) The day to be absent from work shall be referred to as a "flex day" and shall be taken by agreement between the staff member and their Team Leader. The taking of a flex day is subject to approval of management who shall not unreasonably withhold approval, having regard to the workload of the staff member and the business requirements of the Corporation.
- (d) A flex day in a settlement period will not be granted where the performance of a staff member is not considered to be at least satisfactory or above by the Team Leader, for those keeping attendance sheets. For those staff using flex sheets, evidence of sufficient hours worked to accrue the day off will be required.
- (e) By agreement, and at the convenience of the Corporation, more flexible arrangements in relation to additional flex day (or parts thereof) may be made between staff and Team Leaders on a local basis to meet personal and business requirements.
- (f) Where a flex sheet is not used to record accrued time for the purposes of taking a flex day, then the agreed work output or performance shall be used to justify the taking or accrual or the flex day for that settlement period. This is arrived at between the staff member and their Manager/Team Leader to have time off on the basis that work has been completed in a timely manner as per agreed outcomes.
- (g) To meet either unforeseen circumstances or regular deadlines, staff and Team Leaders may agree that staff may postpone or "bank" an accrued flex day for a settlement period for one or more months to a maximum of five days in a Calendar year.
- (h) Subject to agreement, between 3 and 5 flex days may be conserved by a staff member during any one calendar year, during which time:
  - (i) Conserved days may be taken in one block for the year, subject to arrangement with the Team Leader (where this is requested, approval shall be sought in advance for the between 3 and 5 day block of additional leave prior to the end of the calendar year); or
  - (ii) Where no less than 5 flex days have been banked throughout a calendar year, a staff member may apply to have those 5 days "cashed in" at the staff member's ordinary rate of pay. Where the cashing in option is requested, this application must be made prior to 11 November of the calendar year.
  - (iii) Any conserved or banked days not taken or approved to be cashed in by the end of a calendar year (i.e. 31 December) will be automatically forfeited.
- (i) Where the Corporation does not grant the conditions in paragraphs 18.3(h)(i) and 18.3(h)(ii) due to last minute work requirements, a block of between 3 and 5 days may be granted in each case.
- (j) Local working arrangements taken in addition to the accrued day off every settlement period merely change the work patterns of a staff member; it is not an extra entitlement and remains at the discretion of the Manager/Team Leader.

#### 18.4 Morning and Afternoon Tea Breaks

- (a) Staff members may take a 10-minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. The taking of such a break shall not disrupt normal work and shall be taken at the normal place of work.
- (b) Staff members may also take a 10-minute afternoon break, subject to the same conditions that apply to the morning break.

## 18.5 Meal Breaks

- (a) Meal breaks must be given to and taken by staff members.
- (b) No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:
  - (i) Where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
  - (ii) Where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local working arrangements may be negotiated between the CEO and the Association to provide for payment of a penalty.

## 18.6 Standard Working Hours

Notwithstanding the provisions of this clause, the CEO may determine or direct that standard hours or restrictions to the work hours' scheme be worked in particular circumstances. These circumstances may include, but are not limited to:

- (a) Where the work to be done cannot accommodate the flexibilities of this clause due to the operational requirements of the Corporation or a particular section of the Corporation; or
- (b) Remedial action in respect of a staff member is being taken where the staff member has been found to have deliberately and persistently breached or abused the operation of the flexible work hours' arrangements.

## 18.7 Non-Compliance and Debit Hours

- (a) For staff using flex sheets to record attendance:

At the end of each settlement period, debits in excess of 10 hours shall be made up from either annual leave credits or leave without pay.

- (b) For staff using attendance sheets to record attendance:

Where poor or unsatisfactory performance is identified, then, in addition to dealing with the matter in terms of the performance and discipline clauses in this Award to correct the under achievement, Managers/Team Leaders may also direct staff to complete flex sheets until further advised.

- (c) In the event of any persistent failure by a staff member to comply with work hours arrangements, the CEO shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action.

## 18.8 Flexible working hours' credit

- (a) Staff may carry over a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10 Local Award Conditions Arrangements of this Award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.

#### 18.9 Transport Disruptions

- (a) Where there are major disruptions to normal transport arrangements caused by a transport strike or major transport delay, provided adequate service is maintained to the public, staff and managers shall use the local arrangement provisions in this Award.
- (b) In this situation, the local arrangement provisions in relation to agreement between staff and managers on starting and finishing times shall apply to staff on standard hours.

#### 18.10 Punctuality

- (a) An employee who reports for duty after the commencement of core time (or core time as varied by local arrangement) can elect to take either annual leave to credit or leave without pay. In such circumstances, the employee may commence duty on arrival but shall not be required to commence duty until a period equal to the leave debited has expired.
- (b) An employee who consistently reports for duty after the commencement of core time (or core time as varied by local arrangement) may have the option of annual leave withdrawn or have leave without pay imposed as a disciplinary measure.

#### 18.11 Breaches

An employee who:

- (a) deliberately falsifies flexitime records;
- (b) records incorrect times of commencement and/or cessation of duty;
- (c) habitually commences duty after the commencement of core time (or core time as varied by local arrangement). This excludes an employee on approved leave;
- (d) habitually resumes duty after the cessation of the luncheon period;
- (e) ceases duty without authority before the finish of core time (or core time as varied by local arrangement); or
- (f) breaches the flexitime rules in any other way,

may be directed by the CEO to work standard hours in addition to any other penalty that may be imposed.

#### 18.12 Leaving the Corporation's Employment

- (a) An employee using the flex sheet system of recording attendance who leaves the Corporation's employment with hours in debit in relation to contract hours at the effective date of ceasing duty, shall have annual leave or money owing adjusted accordingly.
- (b) On separation from the Corporation before the end of a calendar year, staff who have conserved the maximum amount of 5 days shall be paid those days with final monies.
- (c) Except as specified in paragraph 18.3(h), at the time of separation, conserved days between one and 4 shall not be paid in accordance with the provisions in subclause 18.3

#### 18.13 Pro Rata Provisions for Part-time Staff

Where appropriate, the provisions of this clause shall apply to part-time staff on a pro rata basis.

## **19. Salaries**

### **19.1 General Scale**

- (a) In accordance with Salaries table of Part B of this Award, the minimum rate of salary for employees provided in this subclause shall be the annual rate set out opposite the year from time to time effective, provided that an employee:
  - (i) Appointed to a position governed by this scale shall proceed annually from year to year as provided for on each anniversary of such appointment, except, if granted an accelerated advancements, the next increment is effective from the anniversary of the accelerated advancement;
  - (ii) On attaining the age of 21 years, shall be paid not less than the rate appropriate for a Year 3 employee;
  - (iii) On appointment, and qualified at Higher School Certificate standard, shall be paid not less than the rate for age 19 and over.
- (b) Appointment to the general scale may be at any year subject to consideration of the applicant's knowledge, skills and experience levels.

### **19.2 Graded Positions**

- (a) The minimum rates of pay for graded employees shall be the rate set out in accordance with the Salaries table of Part B of this Award from time to time.

These rates of pay shall be subject to future variations in the Annual Rate of salary appropriate to the Grade being in accordance with variations to the Crown Employees (Public Sector - Salaries 2007) Award.

- (b) The Corporation may broadband one or more graded levels in this Award.

### **19.3 Salary Progression**

Salary progression through the General Scale or within a Graded Structure shall be subject to the Salary Increments clause of this Award.

### **19.4 Pay Days**

- (a) Salaries shall be paid to all employees of the Corporation on a fortnightly basis through Electronic Funds Transfer unless otherwise approved.
- (b) Other than for individual arrangements, any variation to this subclause is to be by way of consultation through the Corporation's Joint Consultative Committee.

## **20. Salary Increments**

- 20.1 The payment to an employee of a salary increment pursuant to clause 19, Salaries of this Award shall be made only with the prior approval of the CEO.
- 20.2 The minimum rate of salary for employees provided in this subclause shall be the annual rate set out opposite the year from time to time effective, provided that an employee appointed to a position governed by this scale shall proceed annually from year to year as provided for on each anniversary of such appointment, except, if granted an accelerated advancements, the next increment is effective from the anniversary of the accelerated advancement.
- 20.3 The payment of an increment to an employee is subject to the satisfactory conduct of, and the satisfactory performance of the duties by, the employee.

- 20.4 In considering the payment of an increment under this clause, the CEO, not being satisfied that the conduct and discharge of duties by the employee are such as to warrant payment, may determine that payment of the increment be deferred for a period of time up to 12 months until a satisfactory report is received or, alternatively, determine that the increment be not paid.
- 20.5 An employee who is the subject of a report shall be given the opportunity to see and sign the report and also comment on the report before the CEO takes a decision in the matter.
- 20.6 Where payment of an increment has been deferred, eligibility for payment of a further increment (where applicable) will come into force on the normal incremental advancement date, notwithstanding the deferral of the previous increment.
- 20.7 In any case where the CEO withholds approval of payment of an increment in accordance with the provision of this clause, the employee affected shall be informed of the reason for the withholding of the increment and shall have a right of appeal as provided under the terms of this Award.

### **21. Salary Sacrifice to Superannuation**

- 21.1 A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must be in accordance with the relevant legislation. In this clause "superannuable salary" means the staff member's salary as notified from time to time to the SAS Trustee Corporation.
- 21.2 Where the staff member has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
  - (b) Any allowance, penalty rate, payment for unused entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this Award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this Award.
  - (c) The staff member may elect to have the portion of payable salary, which is sacrificed to additional employer superannuation contributions:
    - (i) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions, or
    - (ii) Paid into a private sector complying superannuation scheme as employer superannuation contributions.
  - (d) Where a staff member elects to salary sacrifice in terms of paragraph 21.2(c), the Corporation will pay the sacrificed amount into the relevant superannuation fund.
  - (e) Where the staff member is a member of a superannuation scheme established under the:
    - (i) *Police Regulation (Superannuation) Act 1906*;
    - (ii) *Superannuation Act 1916*;
    - (iii) *State Authorities (Superannuation) Act 1987*;
    - (iv) *State Authorities Non-contributory Superannuation Act 1987*; or

(v) *First State Superannuation Act 1992,*

the Corporation must ensure that the amount of any additional employer superannuation contributions specified in subclause 21.1 is included in the staff member's superannuable salary, which is notified to the SAS Trustee Corporation.

- (f) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, a staff member had entered into an agreement with the Corporation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in paragraph 21.2(e), the Corporation will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation.

This clause applies even though the superannuation contributions made by the Corporation may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## **22. Overtime**

### 22.1 Authorisation

The CEO may authorise the performing of duties outside the normal working hours.

### 22.2 Limitation on Payment of Overtime

Employees of SAC Officer Level 8 and under shall be paid for performing duties outside of the normal working hours. Subject to the provisions of subclause 22.12, if directed all other employees may be paid for performing duties outside the normal working hours.

### 22.3 Overtime Rates

An employee directed to perform duty in excess of the normal working hours shall be paid:

- (a) For overtime worked, Monday to Saturday, inclusive - at ordinary rates plus one half for the first 2 hours and at double ordinary rates thereafter, provided that overtime worked after 12 noon Saturday shall be paid at double ordinary rates;
- (b) For overtime worked on Sunday - at double ordinary rates such double ordinary rates to continue until released from overtime duty;
- (c) Where an employee has worked overtime both preceding and following his/her other normal hours of duty on the same day, the total hours of both periods of overtime shall be taken into account in determining when double ordinary rates become payable in respect of overtime performed following the usual ceasing time;
- (d) Unless already entitled to pay for overtime at double rates where overtime is worked partly on one day and extends into the next day and such next day is a Sunday or award holiday, the payment for overtime at double ordinary rates shall commence from the midnight of the day preceding the Sunday or at one and one half times ordinary rates plus payment for the award holiday from midnight of the day preceding such award holiday irrespective of whether the first 2 hours of the overtime have or have not been completed.

### 22.4 Working Overtime on a Holiday

All time worked on a holiday by an employee shall be paid for at time and half in addition to the ordinary rate of pay for the day with a minimum payment as for 4 hours worked provided that an employee who is required to work for less than 7 hours on a holiday which falls within the period of the employee's normal working week shall be paid time and a half in addition to payment for such holiday with a minimum payment as for 3 hours worked and, further, that the additional payment is in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.



## 22.5 Overtime during Lunch Breaks

- (a) An employee instructed to continue to work during what would have been the normal lunch break and thereafter a meal break is allowed shall be paid at ordinary rates plus one half for the period during which such meal break has been deferred.
- (b) An employee shall not at any time be compelled to work more than 5 hours without a break for a meal.

## 22.6 Meal Breaks

- (a) An employee working overtime shall be allowed a meal break of 20 minutes (to be paid for at the appropriate overtime rate) after each period of 4 hours of overtime worked; meal breaks allowed may be taken as they fall due or otherwise by mutual arrangements, having regard to paragraph 22.5(b).
- (b) An employee required to work one and a half hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate. The meal break may be taken at the commencement of the overtime worked or later by mutual agreement.
- (c) An employee may, by mutual arrangement, extend a meal break to a period not exceeding one hour; provided, however, that any time taken in excess of 20 minutes allowed with pay under this subclause shall not be paid for.
- (d) Meal breaks with pay allowed in accordance with this subclause shall be deemed to be time worked for the purpose of computing the overtime rate payable under this clause.

## 22.7 Stand-By

An employee directed to stand by in readiness to work overtime shall be paid at ordinary rates from the time he/she commences such stand-by until released from stand-by or until he/she is directed to proceed to take up overtime.

## 22.8 Recall to Work

- (a) An employee, recalled to work overtime after leaving his/her place of work (whether notified before or after leaving his/her place of work) or whose normal hours do not include work on a Saturday, Sunday or award holiday, directed to work on any such day or days, shall be entitled to a minimum of 4 hours' pay at the appropriate overtime rate of each time he/she is so recalled or performs such work; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job he/she was recalled to or which he/she was required to perform is completed within a shorter period.
- (b) This subclause shall not apply in cases where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

"Recalled to Work Overtime" for the purpose of this subclause shall mean:

- (i) A direction given to an employee to commence overtime work at a specified time, which is 2 hours or more prior to his/her usual commencing time or one hour or more after his/her usual ceasing time; or
- (ii) A notification given to an employee after completion of his/her day's work directing him/her to take up overtime work.

## 22.9 Provision of Transport

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport is not available, the Corporation shall provide him/her with a conveyance to his/her home or shall pay him/her current salary for the time reasonably occupied in reaching his/her home.

## 22.10 Limitations on Overtime Worked

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of his/her ordinary work on one day and commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until he/she has had 10 consecutive hours off without loss of pay for ordinary working time during such absence.
- (c) If such employee is directed on such occasion to resume or to continue work without having had such 10 consecutive hours off duty, he/she shall be paid at double ordinary rates until he/she is released from duty for such period and he/she shall be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; provided that, in respect of overtime worked prior to the normal starting time i.e. Monday or a day following an award holiday, an employee shall be assumed to have had an ordinary working day.
- (d) Any period of overtime worked of less than 5 hours' duration for which a minimum payment is provided under subclause 22.8 shall not be taken into account for the purpose of this subclause.

## 22.11 Calculating Overtime Rates

For the purpose of calculating overtime rates, for all time worked before the employee's usual starting time, or later than the employee's usual finishing time, or on Saturday (except where the ordinary hours are worked on Saturday) Sunday or on award holidays, the ordinary working hours shall be deemed to consist of 35 hours per week.

## 22.12 Reasonable working of Overtime

A staff member may be directed by the Corporation to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the staff member's prior commitments outside the workplace particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to staff members health and safety;
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the Corporation and the effect on client services;
- (d) the notice (if any) given by the Corporation regarding the working of the overtime, and by the staff member of their intention to refuse overtime; or
- (e) any other relevant matter.

## 22.13 CEO Discretion to Pay in Excess of Overtime Barrier

Notwithstanding the provisions of subclause 22.2, the CEO may authorise the payment of overtime to an employee whose salary is in excess of the rate prescribed for the overtime salary barrier.

## 23. Shift Work

### 23.1 Shift Loadings

A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day	at or after 6.00 a.m. and before 10.00 a.m.	Nil
Afternoon	at or after 10.00 a.m. and before 1.00 p.m.	10%
Afternoon	at or after 1.00 p.m. and before 4.00 p.m.	12½%
Night	at or after 4.00 p.m. and before 4.00 a.m.	15%
Night	at or after 4.00 a.m. and before 6.00 a.m.	10%

23.2 The loadings specified in subclause 23.1 shall only apply to shifts worked from Monday to Friday.

### 23.3 Weekends and Public Holidays

For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or public holiday shall be deemed to have been worked on a Saturday, Sunday or public holiday and shall be paid as such.

### 23.4 Saturday Shifts

Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday, which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

### 23.5 Sunday Shifts

Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday, which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

### 23.6 Public Holidays

The following shall apply:

- (1) Where a shift worker is required to and does work on a public holiday, the shift worker shall be paid at two and a half times the rate for time worked.

Such payment shall be in lieu of weekend or shift allowances, which would have been payable if the day had not been a public holiday;

- (2) A shift worker rostered off duty on a public holiday shall be paid one day's pay for that public holiday or have one day added to his/her annual holidays for each such day.

### 23.7 Rosters

Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters.

Each roster shall indicate the starting and finishing time of each shift.

Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the CEO.

#### 23.8 Notice of Change of Shift

A shift worker who is required to change from one shift to another shift shall, where practicable, be given 48 hours' notice of the proposed change.

#### 23.9 Breaks between Shifts

A minimum break of 8 consecutive hours between ordinary rostered shifts shall be given.

#### 23.10 If a shift worker resumes or continues to work without having had 8 consecutive hours off duty, the shift worker shall be paid overtime in accordance with the Overtime Worked by Shift Workers clause in this Award until released from duty for 8 consecutive hours.

The shift worker will then be entitled to be off duty for at least 8 consecutive hours without loss of pay for ordinary working time which falls during such absence.

#### 23.11 Time spent off duty may be calculated by determining the amount of time elapsed after:

- (a) The completion of an ordinary rostered shift; or
- (b) The completion of authorised overtime; or
- (c) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

### **24. Meal Allowance**

#### 24.1 Definition

In this clause and "employee" does not include a person who is engaged on regular shift work.

#### 24.2 Application

An employee, whether entitled to overtime payment under this clause or not for work outside the usual working hours and, having been so instructed to work by the CEO, shall be paid an allowance at the rate determined by the Corporation:

- (a) For breakfast when required to commence work at or before 6.00 a.m. and at least one hour before the prescribed starting time;
- (b) For an evening meal - in the case of an employee working under the flexible hours scheme - when required to work until or beyond 7.00 p.m., and until or beyond the expiration of the aggregate period, after commencing duty, of 7 hours excluding the time taken for lunch; and
- (c) For lunch on any Saturday, Sunday or public holiday when required to work from 8.45a.m. and required to work until or beyond 1.45 p.m., or on having completed 5 hours' work, of which 2½ hours must have been worked before 1.00 p.m.

#### 24.3 Eligibility

An allowance shall not be paid under this clause unless the CEO is satisfied that:

- (a) The performance of the work concerned at the time at which it was performed was necessary; and
- (b) The employee concerned incurred expenditure in obtaining the meal in respect of which the allowance is sought.

#### 24.4 Journey on Official Business

Where meals are taken while an employee is journeying on official business, an allowance in respect thereof shall not be paid under this clause.

#### 24.5 Rates

An allowance paid pursuant to this clause shall be at the appropriate rate of the allowance set out in Part B, Monetary Rates.

### **25. Meal Allowance - Journey Not Requiring Temporary Residence**

25.1 An employee who makes a journey on official business and who is not, by reason of that journey, required to reside temporarily at a place other than the employee's residence shall be paid an allowance of:

- (a) For breakfast when required to commence travel at or before 6.00 a.m. and at least one hour before the prescribed starting time;
- (b) For an evening meal when required to work or travel until or beyond 7.00 p.m.; and
- (c) For lunch when, by reason of the journey, the employee is unable to take lunch at the place at which, or in the manner in which, the employee ordinarily takes lunch and is thereby unavoidably put to additional expense.

25.2 The rate of the allowance under this clause for lunch shall be:

- (a) An amount equivalent to the additional expense referred to in paragraph 25.1(c) incurred by the employee in taking lunch; or
- (b) The maximum rate determined by the Corporation, whichever is the lesser.

25.3 The maximum rate of the allowance under this clause for breakfast, lunch or an evening meal shall be in accordance with the appropriate rate of the allowance set out in Part B, Monetary Rates.

25.4 An allowance under this clause for breakfast or an evening meal shall not be paid unless the CEO is satisfied that:

- (a) The employee concerned incurred expenditure to obtain the meal; and
- (b) Where the employee concerned was able to cease duty or travel for at least 30 minutes to take that meal, the employee did so.

25.5 An employee shall not be paid an allowance under this clause and an allowance under clause 24 in respect of the same meal.

### **26. Travelling Allowance - on Official Duty**

26.1 Unless the Corporation otherwise determines, an employee who:

- (a) Performs official duty at or from a temporary work location;
- (b) Is thereby compelled to reside temporarily at a place other than the employee's residence; and
- (c) Is not provided with accommodation by the Corporation,

shall, subject to this clause, be paid an allowance for the expenses incurred during the time actually spent away from Headquarters in order to perform that duty.

- 26.2 The rate of allowance under this clause shall be:
- (a) The appropriate rate of allowance specified in Part B, Monetary Rates; or
  - (b) An amount equivalent to the actual necessary expenses for meals and accommodation (excluding morning and afternoon teas) together with the daily rate determined by the Corporation for incidental expenses. (All such expenses to be supported by evidence as to the amount actually expended).
- 26.3 A claim for an allowance under this clause may be made by the employee concerned pursuant to either paragraphs 26.2(a) or 26.2(b), but may not be made under one of those paragraphs for part of the period of absence and under the other paragraph for the other part of the period of the absence.
- 26.4 Where an employee commences a journey from Headquarters during ordinary office hours, travelling allowance shall commence from the time of departure of the mode of conveyance by which the employee travels.
- 26.5 Where an employee who is in receipt of travelling allowance returns to Headquarters and again leaves Headquarters during the same day on further official duty, travelling expenses shall be computed as if the journeys were separate.
- 26.6 For the purpose of this clause, the hourly rate for portion of a day shall in all cases be taken as 1/24th of the daily rate.
- 26.7 The rates of allowance determined by the Corporation for the purposes of subclause 26.2 shall apply to the first 35 days of continuous absence of the employee from Headquarters.
- 26.8 For periods of continuous absence in excess of 35 days, the rate of allowance for such further period shall be as determined by the Corporation.
- 26.9 An allowance under this clause shall not, without the approval of the CEO, be paid for a continuous period exceeding 6 months.

## **27. Travelling Allowance - Compensation**

- 27.1 Excess Travelling Time
- (a) Where an employee, in order to perform his/her duties, is required to travel outside normal hours of duty, the employee may apply initially to the Corporation for payment or, alternatively, if it is convenient to the Corporation, equivalent time off in lieu shall be granted for excess time occupied in so travelling;
  - (b) Payment shall be made for excess time or there shall be granted time off in lieu thereof subject to the following conditions:
    - (i) Where travel is on a non-working day:
      - (A) Time spent in travelling after 7.30 a.m.; and
      - (B) Travel was undertaken by direction of the CEO or Head of the Division.
    - (ii) Where travel is on a working day:

in the case of any employee, the time spent in travelling before the employee's ordinary commencing time or after the employee's ordinary ceasing time, subject to the conditions in subparagraph 27.1(b)(iii).

      - (iii)

- (a) There shall be deducted from an employee's travelling time on any one day, other than a non-working day, the time normally taken for the periodic journey from home to Headquarters and return;
- (b) Periods of less than one quarter of an hour on any day shall be disregarded;
- (c) Travelling time shall not include any period of travel between 11.00 p.m. on any one day and 7.30 a.m. on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee;
- (d) Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

27.2 Waiting Time

- (a) Where an employee qualifies for time off in lieu or is eligible for payment in accordance with this clause for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:
  - (i) Where there is no overnight stay with accommodation at a centre away from Headquarters, one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty, and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or Headquarters or another centre;
  - (ii) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or Headquarters or another centre shall not count as travelling time except that:
    - (A) Where duty is performed on the day of such departure, any necessary waiting time (less one hour) from completion of such duty until departure shall be counted;
    - (B) Where no duty is performed on the day of such departure, necessary waiting time (less one hour) after the employee's normal commencing time until such departure shall be counted.

**28. Excess Travelling Time Allowance**

28.1 Payment for travelling time and waiting time calculated in accordance with the provisions of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{\text{Normal Hours of Work}}$$

28.2 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.

28.3 Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for SAC Officer Level 5, plus \$1.00 per annum, shall be paid travelling time or waiting time calculated at the rate applicable to the maximum rate for SAC Officer Level 5 plus \$1.00 per annum, as adjusted from time to time.

28.4 Time off in lieu or payment, as the case may be, for excess travelling time and waiting time will not be granted or made for more than 7 hours in any period of 24 consecutive hours.

**29. Higher Duties Allowance**

A higher duties allowance shall be paid to staff where they are required to act in a higher graded position as approved by the CEO.

### **30. Semi-Official Telephones Allowance**

- 30.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this subclause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the Corporation, as and when required.
- 30.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out-of-hours contact with the staff member.
- 30.3 The semi-official telephone allowance applies to staff who are required, as part of their duties, to:
  - (a) Give decisions, supply information or provide emergency services; and/or
  - (b) Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 30.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
  - (a) The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
  - (b) The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
  - (c) The full cost of official local, STD and ISD calls.
- 30.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
  - (a) Date, time, length of call and estimated cost;
  - (b) Name and phone number of the person to whom call was made; and
  - (c) Reason for the call.

### **31. First-Aid Allowance**

- 31.1 A staff member appointed as a designated workplace First-Aid Officer by the CEO shall be paid a first-aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Table 1 - Allowances of Part B, Monetary Rates.
- 31.2 The first-aid allowance shall not be paid during extended leave or any other continuous period of leave, which exceeds 4 weeks.
- 31.3 When the First-Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First-Aid Officer's position, such staff member shall be paid a pro rata first-aid allowance for assuming the duties of a First-Aid Officer.

### **32. On Call (Stand-By) Allowance**

- 32.1 When a staff member is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made.
- 32.2 Where a rate of on call allowance has not already been determined for the staff member as at the date of the making of this Award, the rate shown in Table 1 - Allowances, of Part B, Monetary Rates, shall be made for the duration of on call (stand-by).



### **33. Recruitment and Retention Allowance**

- 33.1 The CEO or their nominee shall consider an application by staff for an allowance to retain existing staff based on current market conditions.
- 33.2 This allowance shall be up to a maximum of 15% of the current remuneration package and be subject to review every 12 months.
- 33.3 The CEO or their nominee has the discretion to review the allowance at any point in time within the 12-month period and discontinue the allowance if market conditions alter.
- 33.4 The CEO or their nominee shall have the discretion to also apply this allowance where required to recruit suitably qualified and experienced staff to the Corporation.

### **34. Annualised Allowance**

The Corporation may, in consultation and by agreement with the Association, annualise allowances in this award and pay them as part of salary.

### **35. Review of Allowances Payable in Terms of This Award**

The adjustment of allowances contained in this Award shall be reviewed and adjusted in line with the review and adjustment of the corresponding allowances in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 in so far as they relate to the relevant clauses in this Award. (Refer to the Relationship to Other Awards clause of this Award).

### **36. Out-of-Pocket Expenses**

Out-of-pocket expenses which are incurred by an employee of the Corporation in attending social and/or official functions, when required to do so by the CEO, shall be provided by the Corporation.

### **37. Compensation for Damage to Or Loss of Staff Member's Personal Property**

- 37.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- 37.2 At the discretion of the CEO, if a claim under subclause 37.1 is rejected by the insurer, the CEO may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- (a) Is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
  - (b) Is caused by a defect in a staff member's material or equipment; or
  - (c) Results from a staff member's protection of or attempt to protect Corporation property from loss or damage.
- 37.3 At the discretion of the CEO, compensation in terms of subclause 37.2 shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the CEO may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replaced item.
- 37.4 For the purpose of this subclause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties and approved by the CEO.

- 37.5 At the discretion of the CEO, compensation for the damage sustained may be made by the Corporation where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.
- 37.6 Subject to the discretion of the CEO, where staff have tools of trade that are registered with the Corporation, the conditions under this clause may apply.

### **38. Compensation for Official Use of Private Motor Vehicle**

- 38.1 An employee who, with the approval of the CEO, uses a private motor vehicle or other means of conveyance for the conduct of official business shall be paid the allowance applicable to employees for the use of the motor vehicle, motor cycle or for towing a trailer.

An employee is also entitled to a refund of any bridge toll, road toll or miscellaneous cost associated with the use of private motor vehicles on official business.

#### **38.2 Insurance Requirements**

Unless the CEO otherwise expressly approves, an allowance shall not be paid under this clause to an employee using a private motor vehicle on official business unless the employee, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act 1942, has in force, while using the vehicle on official business, a comprehensive or a third party property motor vehicle insurance policy.

#### **38.3 Private Vehicles Damages on Official Business or Other Approved Travel**

##### **(a) Reimbursement of Insurance Excess (Policy)**

###### **(i) General**

Where a private vehicle is damaged while being used on official business, the Corporation is to consider applications from employees for reimbursement of excess insurance charges where prescribed by insurers.

###### **(ii) Maximum Reimbursement**

The maximum amount that may be reimbursed is the "normal excess" prescribed by the insurer at the time that the vehicle is damaged. "Punitive" excess charges imposed by an insurer because of a poor driving record or the type of vehicle insured shall not be reimbursed. The additional excess imposed by some insurers on inexperienced drivers (or those under 25) is not considered to be a "punitive" excess and shall be reimbursed.

If a claim on the insurer is not made, e.g. to avoid the loss of a no-claim bonus, etc., the maximum reimbursement is the prescribed excess that would have been paid had a claim been made or the actual cost of repair, whichever is the lesser.

###### **(iii) Conditions for Reimbursement**

Reimbursement is to be made where the following conditions are met:

- (A)** The vehicle had been approved for official business.
- (B)** The accident or damage to the vehicle was incurred while the vehicle was being used on official business.
- (C)** The damage has been repaired and paid for or a claim made and the excess paid to the insurer or repairer.
- (D)** Receipts have been provided to substantiate the claim.

(b) Broken Windscreens

(i) Maximum Reimbursement

The maximum amount to be reimbursed is the cost of replacing the broken windscreen with one of the same type as that broken or the amount of the prescribed excess, whichever is the lesser.

(ii) Conditions for Reimbursement

An employee shall be reimbursed the costs of repairs to a damaged windscreen or replacement of a broken windscreen where:

- (A) The use of a private motor vehicle had been approved for official business;
- (B) The damage or breakage was sustained in the course of that official business; and
- (C) The costs cannot be met under insurance policies due to excess clauses.

### **39. Transferred Employees Compensation**

All matters relating to compensation for a transferred officer shall as and when necessary be dealt with in accordance with the relevant provisions of the Crown Employees (Transferred Employees Compensation) Award.

### **40. General Leave Provisions**

- 40.1 The provisions of clauses 40 through to 43 do not apply to temporary employees whose employment by the Corporation is for an initial period of less than 3 months, whether employed for less than the whole of a working day or for less than 5 working days, or to persons employed on a casual basis.
- 40.2 For the purpose of this Award, a working week is to be taken as a 5-day working week.
- 40.3 The amount of leave of any kind which may be granted to an employee and the conditions on which it may be granted shall, subject to this clause, be as determined by the Corporation from time to time.
- 40.4 Where the period of leave to which a temporary employee is entitled under this clause exceeds the period for which the temporary employee is employed, the balance of that period of leave may be granted during subsequent periods of employment with the Corporation if each such subsequent period of employment commences upon the termination of a previous period of employment with the Corporation.
- 40.5 The clause shall apply to part-time employees on the basis of entitlements accruing on a pro rata basis having regard to hours contracted to work.

### **41. Application for Leave**

- 41.1 An application by an employee for leave shall be made to and dealt with by the CEO.
- 41.2 In dealing with any such application, the CEO shall have regard to the exigencies of the Corporation but as far as practicable shall deal with the application in accordance with the wishes of the employee.

### **42. Adoption Leave**

- 42.1 Unless the Corporation determines, an employee adopting a child:
  - (a) Where the child is under the age of 12 months at the date of taking custody - shall be entitled to be granted adoption leave for a maximum period of 12 months; or

- (b) Where the child is of or over the age of 12 months at that date - may be granted adoption leave for such period (not exceeding 12 months) as the Corporation may determine.
  - (c) 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 annual leave, extended leave, flexitime or family and community service leave.
- 42.2 Adoption leave shall commence on and from the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the employee.
- 42.3 An employee who has been granted adoption leave may, with the permission of the CEO and subject to such conditions as the Corporation may from time to time determine:
- (a) Resume duty on a part-time basis within the period for any such adoption leave; and
  - (b) Be granted adoption leave for the hours not worked.
- 42.4 Subject to subclause 42.3, an employee who resumes duty immediately upon the expiration of adoption leave shall:
- (a) Where the position occupied by the employee immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
  - (b) Where the position so occupied by the employee has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which they are qualified.
- 42.5 Subclause 42.4 shall not apply:
- (a) To an employee who is granted leave under any other provision of this Award to commence immediately after the period of adoption leave granted under this clause; or
  - (b) During the period that an employee resumes duty on a part-time basis under subclause 42.3
- 42.6 Except as otherwise provided by subclause 42.7, adoption leave shall be granted without pay.
- 42.7 An employee who:
- (a) Applied for adoption leave within such time and in such manner as the Corporation may from time to time determine;
  - (b) Prior to the commencement of adoption leave, had ordinary hours of work of not less than 35 hours per week; and
  - (c) Prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service of not less than 35 hours per week:
- Shall be entitled to up to 14 weeks paid leave:
- Payments may be made:
- (i) On a normal fortnightly basis;
  - (ii) In advance in a lump sum; or
  - (iii) At the rate of half pay over a period of 28 weeks on a regular fortnightly basis.

- 42.8 A payment under subclause 42.7 may, subject to such conditions as the Corporation may from time to time determine, be made in advance.
- 42.9 An employee who has taken no more than 12 months full time adoption leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- 42.10 Employees entitled to adoption leave in accordance with this clause shall also have an additional entitlement as set out in clause 72, Additional Maternity, Adoption and Parental Leave Entitlements of this Award.

### **43. Annual Leave**

#### 43.1 Accrual

- (a) Except as otherwise provided by this clause, annual leave on full pay shall accrue to employees at the rate of 20 working days per year.
- (b) Annual leave shall accrue from month to month only but, for the purpose of calculating annual leave which may be due on the cessation of employment, credit shall be given for periods of service less than one month.

#### 43.2 Limits on Accumulation

- (a) Annual leave accrued and not taken by an employee owing to departmental exigencies, or for any other reason the CEO deems sufficient, shall be allowed to accumulate up to a maximum of 50 working days.
- (b) The CEO may direct an employee to take at such time as is convenient to the working of the Corporation, annual leave accrued, but as far as practicable the wishes of the employee concerned shall be taken into consideration in directing the time for the taking of leave.
- (c) Where the CEO has given an approval, at that time or as soon as practicable thereafter, the employee shall be given a direction in respect of the leave accrued in excess of 50 working days.
- (d) The CEO shall notify the employee in writing when accrued annual leave reaches 50 days or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks' annual leave within 3 months of the notification at a time convenient to the Corporation.
- (e) If the CEO is satisfied that an employee is prevented by operational or personal reasons from taking sufficient leave to reduce the accrued leave below an acceptable level of between 40 to 50 days or its hourly equivalent, the CEO shall:
- (i) Specify in writing the period of time during which the excess leave shall be conserved; and
  - (ii) On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 50 days limit.
  - (iii) An employee will be kept informed in writing on a regular basis of their annual leave accrual.

#### 43.3 Miscellaneous

- (a) Annual leave shall not be granted for a period less than a quarter day or in other than multiples of a quarter of a day.

- (b) Annual leave for which an employee is eligible on cessation of employment shall be calculated to an exact quarter day, fractions of less than a quarter day being taken to the next higher quarter day.
- (c) Subject to this clause, annual leave shall not accrue to an employee in respect of any period of absence from duty without pay or without leave.
- (d) The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence shall be calculated to an exact quarter day, fractions of less than a quarter day being disregarded and not included in the calculation.
- (e) Notwithstanding the relevant clauses in this Award, annual leave shall accrue in respect of:
  - (i) Any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers Compensation Acts; or
  - (ii) Any period of sick leave without pay.
- (f) An employee who resigns or retires or whose services are otherwise terminated (except by death), shall, upon cessation of employment, be entitled to be paid forthwith, in lieu of annual leave accrued and remaining undertaken or forfeited, the money value of that leave as a gratuity.
- (g) An employee to whom paragraph 43.3(f) applies may elect to take either the whole or part of the annual leave accrued and remaining untaken or unforfeited at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.

#### **44. Annual Leave Loading**

##### 44.1 General

- (a) A staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause.
- (b) Subject to the provisions set out in subclauses 44.2 to 44.5, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks' annual leave accrued in a leave year.

##### 44.2 Shift Workers

Shift workers proceeding on annual leave are eligible to receive the more favourable of:

- (a) The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on annual leave; or
- (b) 17½% annual leave loading.

##### 44.3 Maximum Loading

The annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a SAC Officer Level 12 under this Award.

##### 44.4 Leave year

For the calculation of the annual leave loading, the leave year commences on 1 December of each year and ends on 30 November of the following year.

#### 44.5 Payment of annual leave loading

Payment of the annual leave loading shall be made on the annual leave accrued during the current Calendar leave year and shall be subject to the following conditions:

- (a) Annual leave loading shall be paid on the first occasion in a Calendar year when a staff member takes at least 2 consecutive weeks' annual leave.

Where a staff member does not have at least 2 weeks' annual leave available, the staff member may use a combination of annual leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, banked local working arrangements and monthly due local working arrangements. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

- (b) If at least 2 weeks' leave, as set out in paragraph 44.5(a), is not taken in a Calendar year, then the payment of the annual leave loading entitlement for the Calendar leave year shall be made to the staff member as at 30 November of the current year.
- (c) Annual leave loading shall in the first Calendar year of employment be paid on a pro rata accumulation basis the first occasion when at least 2 weeks' leave, as specified in paragraph 44.5(a), is taken.
- (d) A staff member who has not been paid the annual leave loading before the end of a Calendar year shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.

#### **45. Long Service (Extended) Leave**

45.1 An employee to whom this subclause applies shall accrue long service leave on the following basis:

- (a) On completion of 10 years' service with the Corporation, 44 working days; or
- (b) On completion of 7 years' service the quantum of leave available (30.8 working days) is that which would have applied if pro rata leave was granted; and
- (c) On completion of each additional years service 11 working days per year

45.2 An employee whose service terminates with more than 7 years' continuous service shall be paid for such long service leave accrued pursuant to subclause 45.1 less any periods of leave taken.

45.3 Payment of long service leave may be made in advance at the commencement of such leave.

45.4 An employee may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employees' leave balance will be debited for the actual period of the absence and further days debited to cover payment of the non-superable taxable allowance.

45.5 An employee who has completed 5 years' continuous service with the Corporation but less than 10 years' continuous service and whose services are terminated by the Corporation for any reason other than the employee's serious and wilful misconduct, or by the employee due to death, illness, incapacity or domestic or other pressing necessity, shall be paid the monetary value of long service leave accrued of the proportionate amount on the basis of 44 working days for 10 years' service.

45.6 "Full Pay" shall mean the salary prescribed by the Salaries clause of this Award and, in the case of an employee who enters upon a period of leave, such salary as is applicable to the said period of leave; in the case of an employee who dies after having become entitled to but not have entered upon a period of leave, such salary as is applicable at the date of death.

- 45.7 For the purpose of this clause, continuous service shall include any period of service with any of the Australian Defence Forces, provided that the employee enlisted or was called up direct from the service of the Corporation.
- 45.8 For the purpose of calculating service for long service leave accrual; single periods of leave without pay not exceeding 6 months shall be counted as service, provided that the employee has completed at least 10 years' service.
- 45.9 Subject to an employee have completed 10 years' service (as defined above), leave without pay taken for the following reasons is to count as service for long service leave purposes regardless of the period involved, unless otherwise stated:
- (a) For military service, e.g. Army, Navy or Air Force;
  - (b) During major interruptions to public transport;
  - (c) During periods which as employee is in receipt of workers compensation; or
  - (d) With Corporation approval, for the purposes of accepting a position with an international organisation.
- 45.10 For the purposes of this clause, all broken periods of full-time service shall be taken into account for long service leave purposes where a person is currently employed full-time.
- 45.11 Where, after an employee has become entitled to a period of leave, employment is terminated whether by resignation, death or dismissal for any cause and, subject to subclause 45.5, the employee shall be deemed to have entered upon leave at the date of termination of employment and shall be entitled to payment accordingly.
- 45.12 Long service leave provided by this clause shall be exclusive of annual leave and any other holidays occurring during the taking of any period of long service leave.
- 45.13 An application for long service leave shall not be for:
- (a) A period of less than half a day (irrespective of whether on full or half pay); or
  - (b) A period of less than 6 weeks, whether on full or half pay while the person has annual leave to credit.
- 45.14 If an employee becomes ill during a period of long service leave the CEO shall grant any available sick leave in respect of the period and recredit the long service leave if satisfied that:
- (a) The illness is genuine;
  - (b) The period of illness is of at least 5 working days' duration; and
  - (c) The application is supported by a satisfactory medical certificate.

#### **46. Leave Without Pay**

- 46.1 The CEO may, subject to such conditions as may from time to time be determined by the Corporation, grant leave without pay to an employee for a period not exceeding 3 years if good and sufficient reason be shown.
- 46.2 An employee granted leave without pay shall first take all available annual leave, and/or pro rata accumulation, prior to commencing on leave without pay.



- 46.3 Periods of leave without pay which exceed, in the aggregate, 5 days during the leave year of the incremental period shall not be counted as service for computing annual and sick leave accrual dates and for incremental advancement dates.
- 46.4 Where a public holiday occurs during a period of leave without pay, payment shall not be made for such holiday period.

#### **47. Maternity Leave**

- 47.1 In this clause, except insofar as the context or subject matter otherwise indicates or requires:
- (a) Birth: includes stillbirth.
  - (b) Expected date of birth: in relation to a female employee who is pregnant, means a date specified by a medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.
- 47.2 Unless the Corporation otherwise determines, a female employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave:
- (a) For a period of not more than 9 weeks prior to the expected date of birth; and
  - (b) For a further period ending not more than 12 months after the actual date of birth.
- 47.3 An employee who has applied for or been granted maternity leave shall, as soon as practicable after the termination of her pregnancy (whether by the birth of a living child or otherwise) notify the Corporation's office of the termination and the date on which it occurred.
- 47.4 An employee who has been granted maternity leave may, with the permission of the CEO and subject to such conditions as the Corporation may from time to time determine:
- (a) Resume duty on a part-time basis within the period of any such maternity leave; and
  - (b) Be granted maternity leave for the hours not worked.
- 47.5 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 47.6 Subject to subclause 47.7, an employee who resumes duty immediately upon the expiration of maternity leave shall:
- (a) Where the position occupied by her immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
  - (b) Where the position so occupied by her has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which she is qualified.
  - (c) Where an employee who has taken no more than 12 months full time maternity leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- 47.7 Subclause 47.6 shall not apply:
- (a) To an employee who is granted leave under any other provisions of this Award to commence immediately after the period of maternity leave granted under this clause; or
  - (b) During the period that an employee resumes duty on a part-time basis under subclause 47.4

47.8 Except as otherwise provided by subclause 47.9, maternity leave shall be granted without pay.

47.9 An employee who:

- (a) Applied for maternity leave within such time and in such manner as the Corporation may from time to time determine;
- (b) Prior to the expected date of birth, had ordinary hours of work not less than 31¼ hours per week; and
- (c) Prior to the expected date of birth, completed not less than 40 weeks' continuous service of not less than 31¼ hours per week;

shall be entitled to up to 14 weeks paid leave:

Payments may be made:

- (a) On a normal fortnightly basis;
- (b) In advance in a lump sum; or
- (c) At the rate of half pay over a period of 28 weeks on a regular fortnightly basis.

47.10 If a woman gives birth prematurely and before commencing maternity leave, she should be treated as being on maternity leave from the date she enters on leave to give birth to the child. If a woman, entitled to paid maternity leave, wishes to resume duty at such time as would result in double payment, then paid maternity leave ceases from the day she resumes duty.

47.11 A payment under subclause 47.9 may, subject to such conditions as the Corporation may from time to time determine, be made in advance.

47.12 Except as otherwise provided by this clause, nothing in this clause affects any other provision in this Award.

47.13 Employees entitled to maternity leave in accordance with this clause shall also have an additional entitlement as set out in clause 72, Additional Maternity, Adoption and Parental Leave Entitlements of this Award.

#### **48. Parental Leave**

48.1 The CEO may grant parental leave for a period not exceeding 12 months to an employee who becomes a parent but is not entitled to maternity leave or adoption leave.

48.2 Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.

48.3 An employee who has been granted parental leave may, with the permission of the CEO, take such leave:

- (a) Full-time for a period not exceeding 12 months; or
- (b) Part-time over a period not exceeding 2 years; or
- (c) Partly full-time and partly part-time over a proportionate period.

48.4 An employee who resumes duty immediately on the expiration of parental leave shall:

- (a) If the position occupied by him/her immediately before the commencement of that leave still exists - be entitled to be placed in that position; or

- (b) If the position so occupied by him/her has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which he/she is qualified.

48.5 Paid parental leave of 1 week on full pay or 2 weeks on half pay is available to employees who:

- (a) Prior to the expected date of birth or taking custody, had ordinary hours of work not less than 31¼ hours per week; and
- (b) Prior to the expected date of birth, completed not less than 40 weeks' continuous service of not less than 31¼ hours per week;

48.6 Employees entitled to parental leave in accordance with this clause shall also have an additional entitlement as set out in clause 72, Additional Maternity, Adoption and Parental Leave Entitlements of this Award.

#### **49. Military Leave**

49.1 Subject to subclause 49.2, the CEO may, during the period of 12 months commencing on 1 July each year, grant to an employee who is a volunteer part-time member of the Defence Forces military leave on full pay for such absence from duty as is necessarily involved:

- (a) In respect of periods of annual training not exceeding in the aggregate:
  - (i) In the case of a member of the Naval Forces - 13 calendar days;
  - (ii) In the case of a member of the Military Forces - 14 calendar days; or
  - (iii) In the case of a member of the Air Force - 16 calendar days; and
- (b) In respect of attendance at schools, classes or courses of instruction, not exceeding in the aggregate:
  - (i) In the case of a member of the Naval Forces - 13 calendar days;
  - (ii) In the case of a member of the Military Forces - 14 calendar days; or
  - (iii) In the case of a member of the Air Force - 16 calendar days.

49.2 Notwithstanding subclause 49.1 where the commanding officer certifies in writing that it is necessary for an employee to attend on days addition to those specified in subclause 49.1, the CEO may grant to the employee military leave on full pay for a further period not exceeding in the aggregate 4 days in any one year.

49.3 Applications for military leave shall be accompanied by satisfactory evidence of the necessity for attendance and at the expiration of military leave the employee shall furnish to the CEO a certificate of attendance signed by the commanding officer or other responsible officer.

#### **50. Family and Community Service Leave**

50.1 Except as otherwise provided by this clause, the CEO may, in the case of pressing necessity, grant to an employee family and community service leave on full pay, 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years.

50.2 An employee may be granted family and community service leave:

- (a) For reasons related to his/her family responsibilities; or
- (b) For the performance of community service; or

- (c) On compassionate grounds, such as the death or illness of a close member of the family or a member of the employee's household; or
  - (d) In the case of pressing necessity.
- 50.3 When family and community service leave is exhausted, sick leave may be used by an employee to care for a sick relative. The employee must be solely responsible for their care and support.
- 50.4 Any unused sick leave accrued from the previous 3 years (minus any sick leave taken) may be used to care for a relative.
- 50.5 The CEO may authorise additional family and community service leave from sick leave accrued more than three years previously.

## 51. Sick Leave

### 51.1 Accrual

- (a) All employees employed on a full-time basis are eligible to be granted 15 working days' paid sick leave per calendar year, i.e. 1 January to 31 December.
- (b) Sick leave does not accrue on a monthly basis and the full annual entitlement is available from 1 January each year.
- (c) The unused component of the annual entitlement is fully cumulative.
- (d) Saving of Former Entitlements:

Employees who commenced employment prior to 1 May 1988 and who had an entitlement under the former cumulative scale as at 30 April, 1988 shall retain such entitlement for use, if necessary in future years.

- (e) New Appointees
  - (i) Employees who are appointed after 1 January of a calendar year shall have the annual grant reduced in terms of the following formula:
 
$$\frac{\text{No. of whole months remaining in year}}{12 \text{ months}} \times \text{Annual Entitlement}$$
  - (ii) Employees who are appointed after the first day of the month will have their sick leave calculated on the basis of complete months of service commencing from the beginning of the month following their date of appointment.
  - (iii) However, should sick leave become necessary before the expiration of the month of appointment, sick leave may be granted in advance provided it is supported by acceptable medical certificate(s).

- (f) Part-time Employees

Annual sick leave entitlement of 15 days per calendar year shall be granted on a pro rata basis and any unused leave shall be fully cumulative.

### 51.2 Authority to Grant

- (a) Where the CEO is satisfied that an employee is unable to perform duty on account of illness, the CEO:
  - (i) Shall, subject to this clause, grant to the employee sick leave on full pay; and

- (ii) May, subject to this clause, grant to the employee sick leave without pay if the absence of the employee extends beyond the limits of sick leave on full pay, which the CEO may grant.
- (b) Notwithstanding any other provision, the CEO may grant to an employee such additional amount of sick leave as is deemed fit.

### 51.3 Requirement for Medical Certificate

- (a) An employee absent from duty on the grounds of illness:
  - (i) In respect of any such absence in excess of 3 consecutive working days - shall; or
  - (ii) In respect of any such absence of 3 consecutive working days or less - shall if required to do so by the CEO,

furnish a medical certificate to the CEO.

- (b) Notwithstanding paragraph 51.3(a), the CEO may at any time require an employee who has been granted sick leave to furnish medical evidence of the inability of the employee to resume duty.
- (c) Where an employee applying for sick leave furnishes a medical certificate which appears to the CEO to indicate that the condition of the employee does not warrant the grant of sick leave, that application together with that medical certificate shall be referred forthwith by the CEO to HealthQuest for consideration.
- (d) The nature of the leave to be granted to an employee in respect of an application referred to in subparagraph 51.3(a)(ii) shall be determined by the CEO upon the advice of HealthQuest.
- (e) Where sick leave is not granted in respect of an application referred to in subparagraph 51.3(a)(ii), the CEO shall, as far as practicable, take into account the wishes of the employee concerned when determining the nature of the leave to be granted in respect of the application.
- (f) An employee may elect to have an application for sick leave dealt with confidentially by HealthQuest in accordance with such procedures as may be determined from time to time by the Corporation.
- (g) Subject to paragraph 51.3(h) where an employee who is on annual leave, long service leave or any other leave except sick leave furnishes to the CEO a satisfactory medical certificate in respect of illness occurring during that leave, the CEO may, subject to the provisions on sick leave, grant sick leave to the employee for the following period:
  - (i) In the case of an employee on annual leave - the period set out in the medical certificate; or
  - (ii) In the case of an employee on long service leave - the period set out in the medical certificate, except if that period is less than 5 working days.
- (h) Paragraph 51.3(g) shall apply to all employees other than those on leave prior to resignation or termination of services unless the resignation or termination of services amounts to retirement.

### 51.4 To Care for a Family Member

- (a) When family and community service leave provided in the relevant clause in this Award is exhausted, an employee with responsibilities in relation to a category as set out below who needs the employees care and support may elect to use available paid sick leave, subject to the conditions specified in the subclause, to provide such care and support when a family member is ill.

- (b) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the CEO may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- (c) If required by the CEO, the employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (d) 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 of the spouse or of the 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 a relative of the staff member who is a member of the same household, where for the purposes of this definition -

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

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

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

#### 51.5 Higher-Grade Pay

Where an employee performs, for a period of at least 3 months, work for which is fixed a higher rate of salary than that applicable to the employee's appointed classification and, during the period of 3 months immediately preceding the taking of sick leave, the employee has not ceased to do such work for a period of total or separate periods exceeding the ordinary working week, in such higher classification, the employee shall be paid, in respect of such sick leave, with a maximum of 20 days in respect of any continuous absence the rate of salary applicable to such higher classification which thereafter shall be reduced to the rate of salary applicable to the employee's appointed classification.

#### 51.6 At Retirement

In the event of the retirement of an employee on account of ill health, such retirement shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless paid any accrued sick leave at full pay to which such employee would be entitled under the Sick Leave clause in this Award.

#### 51.7 Workers Compensation

- (a) This clause applies where an employee is or becomes unable to attend for duty or to continue on duty in circumstances, which may give the employee a right to claim for compensation under the *Workers Compensation Act 1987*.

- (b) Where an employee referred to in paragraph 51.7(a) has made a claim for any such compensation, the employee may, pending the determination of that claim and subject to the provisions of this clause relating to sick leave and to paragraphs 51.7(d) and 51.7(g), be granted by the CEO sick leave on full pay for which the employee is eligible and, if that claim is accepted, the equivalent period of any such sick leave shall be restored to the credit of the employee.
- (c) An employee who continues in receipt of compensation after the completion of the period of 26 weeks referred to in section 9.1(a) of the *Workers Compensation Act 1987* may, subject to the provisions of this clause relating to sick leave and to paragraph 51.7(g), be paid an amount representing the difference between the amount of compensation payable under that Act and the ordinary rate of pay of the employee. Sick leave equivalent to the amount of the difference so paid shall be debited against the employee.
- (d) Where an employee referred to in paragraph 51.7(a) notifies the CEO that he/she does not intend to make a claim for any such compensation, sick leave on full pay shall not be granted but the CEO shall decide as to whether that leave may be granted.
- (e) Where an employee who is required to submit to examination by a medical practitioner, or by a medical referee or Board under the *Workers Compensation Act 1987*, in relation to a claim for compensation under that Act, refuses to submit to or in any way obstructs any such examination, the employee shall not be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the employee is not fit to resume duty.
- (f) Where a medical practitioner, or a medical referee or Board under the *Workers Compensation Act 1987*, gives a certificate setting out the condition and fitness for employment of the employee or the kind of employment for which the employee is fit, and the CEO makes available to the employee employment falling within the terms of that certificate and the employee refuses or fails to resume or perform the employment so provided, all payments in accordance with this clause shall cease from the date of that refusal or failure.
- (g) Notwithstanding paragraphs 51.7(b) or 51.7(c), where there is a redemption of weekly payments by the payment of a lump sum under the *Workers Compensation Act 1987*, there shall thereupon be no grant of further sick leave on full pay.

## **52. Special Leave**

### 52.1 Special Purposes

- (a) Special leave on full pay shall be granted to an employee:
  - (i) For the purpose of attending any examination required to qualify for appointment to a position where possession of such qualification is a prerequisite for an appointment to that position; and
  - (ii) Up to a maximum of 5 days in any one year for the purpose of attending at any other examination approved by the Corporation for the purpose of this paragraph.
- (b) Special leave granted for the purpose of attending at an examination shall include leave for any necessary travel to or from the place at which the examination is held.
- (c) Special leave on full pay may be granted to an employee for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Corporation.

### 52.2 Jury Service

- (a) An employee shall, as soon as possible, notify the CEO of the details of any jury summons served on the employee.

- (b) An employee who, during any period when otherwise 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 CEO any certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance 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.
- (c) The CEO shall, in respect of any period during which an employee was required to be on duty:
  - (i) Upon receipt of any such certificate of attendance, grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay; or
  - (ii) In any other case, grant at the sole election of the employee:
    - (a) Subject to this clause, annual leave on full pay; or
    - (b) Leave without pay.

### 52.3 Witness at Court

- (a) This clause does not apply to an employee who is subpoenaed or called as a witness in an official capacity.
- (b) An employee who is subpoenaed or called as a witness 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 Corporation 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.

## **53. Notification of Absence from Duty**

- 53.1 An employee of the Corporation shall not be absent from duty unless reasonable cause can be shown.
- 53.2 If an employee is absent from duty on account of illness or other emergency, the employee shall forthwith furnish or cause to be furnished, an explanation of the absence.
- 53.3 An employee who is unable to attend for duty because of sickness, or for any other reason, must ensure that the appropriate Manager is notified by 10.00 a.m. or as soon as practicable thereafter on the day in question of inability to attend for duty.
 

If the absence is likely to extend beyond one day, notification of that fact shall be made on the first day of absence, if known; otherwise, notification of absence shall be made on each subsequent day until duration of likely absence is known.
- 53.4 If an employee is absent from duty without authorised leave and does not forthwith furnish, or cause to be furnished, an explanation of the absence to the satisfaction of the CEO, the CEO shall cause to be deducted from the pay of the employee such amount as was paid to the employee in respect of the period of absence.
- 53.5 An employee who is dissatisfied with a decision of the CEO under subclause 53.4 may appeal against that decision pursuant to the appeal arrangements provided in this Award.
- 53.6 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.



#### **54. Public Holidays**

- 54.1 Unless directed to attend for duty by the CEO, a staff member is entitled to be absent from duty on any day which is:
- (a) A public holiday throughout the State; or
  - (b) A local holiday in that part of the State at or from which the staff member performs duty; or
  - (c) A day between Boxing Day and New Year's Day determined by the CEO as an additional day.
- 54.2 A staff member who is required by the CEO to work on a local holiday may be granted time off in lieu on an hour-for hour-basis for the time worked on a local holiday.
- 54.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

#### **55. Study Time**

Study time is available to develop the skills and versatility of staff and may be granted at the discretion of CEO for approved courses.

#### **56. Reimbursement of Fees**

Staff undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees and/or other compulsory charges.

#### **57. Training and Development**

The provisions relating to staff development and training activities as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 shall apply.

#### **58. Motor Vehicles**

The Corporation shall provide motor vehicles usage to staff as appropriate where it is a requirement of their work.

#### **59. Flexible Work Practices**

- 59.1 Nothing in this Award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under a Flexible Work Practices, Policy and Guidelines.
- 59.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after the effective date of this Award shall be subject to the conditions specified in this Award and in consultation with the Association.

#### **60. Working from Home**

The CEO may grant approval to staff to work from home for temporary or fixed periods.

#### **61. Part Time Work and Job Share Arrangements**

- 61.1 Staff of the Corporation may work part-time or on a job-sharing arrangement where the Corporation supports it.
- 61.2 Such arrangements shall be detailed in a signed agreement between the staff member and the Corporation.

- 61.3 Part-time work is permanent employment and part-time staff members normally work fewer hours than full-time staff members and receive all the entitlements of full-time staff members on a proportional basis.
- 61.4 Job-sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if one staff member were performing the job.

## **62. Secondary (Private) Employment**

The CEO may approve applications by staff to engage in secondary employment.

62.1 A staff member shall not:

- (a) Accept or continue to hold or discharge the duties of or be employed in any paid office in connection with any banking, insurance, mining, mercantile or other commercial business, whether it is carried on by a corporation, company, firm or individual; or
- (b) Engage in or undertake any such business, whether as principal or agent; or
- (c) Engage in or continue in the private practice of any profession, occupation or trade, or enter into any employment, whether remunerative or not, with any corporation, company, firm or individual so engaged, except with the permission of the CEO.

62.2 The CEO may withdraw any such permission at any time.

62.3 Subclauses 62.1 and 62.2 are subject to any other Act that expressly applies to staff members.

62.4 If a staff member:

- (a) Is the holder of an office or position; or
- (b) Is engaged in any employment whatever,

other than in connection with the duties of the staff member's position under the Crown, the staff member must at once notify the fact to the CEO.

62.5 If a staff member has given a notification to the CEO under subclause 62.4, then the CEO may require the staff member to resign the office or position or to abstain from engaging in the employment.

62.6 Current staff shall (if they have not already done so) seek appropriate approval for any existing or intended secondary employment or interests that may conflict with this clause.

## **63. Performance Management and Appraisal**

63.1 A performance management system shall be used to provide employees with formal feedback on their performance and identify and address individual development needs.

63.2 The focus of the system shall be on reviewing specific objectives or key outcomes required of employees in their roles.

63.3 For most positions in the Corporation, objectives or key outcomes may be obtained from, but are not limited to:

- (a) The job description;
- (b) Specific performance standards that are applicable (e.g. processing turn around times from service level contract); or

- (c) Any specific objectives agreed with the employee on their commencement in the position or at their last performance review.
- 63.4 Each objective or key outcome must be measurable and the measure must be clearly defined as part of the performance management system.
- 63.5 Although formal performance reviews are completed on an annual basis, managers are expected to provide regular ongoing feedback to their staff regarding their performance.

#### **64. Conduct and Discipline of Employees**

- 64.1 Staff shall abide by the Corporation's Code of Conduct and related policies and procedures.
- 64.2 Where there appears to be a breach of discipline or poor performance issues, the following steps shall be taken:
- (a) The employee who exhibits unsatisfactory performance or behaviour shall be counselled, in order to outline the expected standards.  
  
The employee is then offered assistance and guidance in achieving those standards.
  - (b) Create a confidential written record of the counselling.  
  
The employee receives a copy of the record, and is given an opportunity to comment either in writing or orally.  
  
The record is placed on the employee's personnel file only where the employee has been given the opportunity to respond.
  - (c) Allow the employee adequate time to demonstrate a willingness to improve the performance or behaviour.  
  
If, at the end of this period, no willingness has been demonstrated, then disciplinary action (up to and including dismissal) may be undertaken
  - (d) Nothing in the procedure limits the rights of the Corporation to summarily dismiss an employee for serious and wilful misconduct.
  - (e) Ensures that the employee is entitled to have an available employee (from another area not under the direct supervision of the reviewing Manager) present as a witness throughout the process.  
  
A union representative or nominated agent may also be informed, providing confidentiality is not breached.
- 64.3 The disciplinary procedures are designed to obtain compliance with established rules of conduct and to correct under achievement of goals and obligations established by the employment relationship. These disciplinary procedures are not intended to punish employees.

#### **65. Managing Displaced Staff and Redundancy**

- 65.1 Where changes result in staff becoming displaced, the arrangements for managing such staff shall be in accordance with the NSW Government public sector "Managing Displaced Employees" policy.
- 65.2 The arrangements shall be based on professional management practice, systematic restructuring process as well as merit and equity principles.
- 65.3 The provisions for redundancy as outlined in the "Managing Displaced Employees" policy shall apply to the Corporation.

## **66. Anti-Discrimination**

- 66.1 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 responsibility as a carer.
- 66.2 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.
- 66.3 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.
- 66.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) Offering or providing junior rates of pay to persons under 21 years of age;
  - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 66.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects .... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## **67. Transitional Arrangements**

Where, through job evaluation, restructuring or other means, the gradings of positions may be affected, each staff member's individual circumstances shall be taken into account and personal arrangements made as appropriate.

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

- 68.1 Process
- (a) All grievances and disputes relating to the provisions of this Award are to be dealt with initially as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate division, if required.
  - (b) Further details and guidelines on process shall be in accordance with Corporation policy.

## 68.2 Formal Notification and Graduated Steps

- (a) An employee is required to notify in writing their immediate Manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (b) The immediate Manager must convene a meeting in order to resolve the grievance, dispute or difficulty within 2 working days, or as soon as practicable, of the matter being brought to attention.
- (c) If the matter remains unresolved with the immediate Manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This Manager must respond within 2 working days, or as soon as practicable.
- (d) The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the CEO.
- (e) If the matter remains unresolved, the CEO must provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reason for not taking action, in relation to the matter.

## 68.3 Representation and Third Parties

- (a) An employee, at any stage, may request to be represented by their Association or an Agent.
- (b) The employee or the Association or Agent on their behalf or the CEO may seek the assistance of an agreed mediator.
- (c) The employee or the Association or Agent on their behalf or the CEO may refer the matter to the NSW Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (d) The employee and Association and Agent agree to be bound by any order or determination by the NSW Industrial Relations Commission in relation to the dispute.

## 68.4 Normal Work to Continue

- (a) Whilst the procedures outlined above are being followed, normal work undertaken prior to the notification of the dispute or difficulty continues unless otherwise agreed between the parties.
- (b) In a case involving occupational health and safety, if practicable, normal work proceeds in a manner which avoids any risk to the health and safety of any employee or member of the public.

## **69. Relationship to Other Awards**

- 69.1 This Award shall be reviewed in light of any variation to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or an award replacing it, in so far as it may affect clauses referred to in that award by this Award.
- 69.2 Where there may be inconsistencies between this Award and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, the arrangements in this Award shall prevail.

## **70. Deduction of Union Membership Fees**

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

- 70.2 The Association shall advise the Corporation of any change to the amount of membership fees made under its rules. Any variation to the schedule of Association membership fees payable shall be provided to the Authority at least one month in advance of the variation taking place.
- 70.3 Subject to subclauses 70.1 and 70.2 the Corporation shall deduct Association membership fees from the salary of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the Authority to make such deductions.
- 70.4 Monies so deducted from officers' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' Association membership accounts.

## **71. Secure Employment**

### **71.1 Objective of this Clause**

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

### **71.2 Casual Conversion**

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 71.2, upon receiving notice under paragraph 71.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
- (i) whether the employee will convert to full-time or part-time employment; and

- (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f) the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### 71.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
  - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
  - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 71.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

#### 71.4 Disputes Regarding the Application of this Clause

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

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

### **72. Additional Maternity, Adoption and Parental Leave Entitlements**

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

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

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

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

#### 72.3 Right to request

- (a) An employee entitled to parental leave may request the CEO to allow the employee:
  - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The CEO 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 CEO's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the CEO's decision to be in writing

The employee's request and the CEO's decision made under 72.3(a)(ii) and 72.3(a)(iii) must be recorded in writing.

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

Where an employee wishes to make a request under 72.3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.



#### 72.4 Communication during parental leave

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

### **73. Casual Personal Carers and Bereavement Leave Entitlements**

#### 73.1 Personal Carers entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 51.4(d) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The CEO and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A CEO must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the CEO to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual 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 CEO or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

### 73.2 Bereavement entitlements for casual employees

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

### **74. No Extra Claims**

This Award is premised on the basis that there will be no new salaries or condition claims arising from negotiation of productivity and efficiency improvements covered by this Award.

### **75. Area, Incidence and Duration**

- 75.1 This Award shall apply to all employees of the Superannuation Administration Corporation unless otherwise specified by the CEO.
- 75.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the superannuation Administration Corporation (Salaries and Conditions 2004) Award published 6 May 2005 (350 I.G. 899) and all variations thereof.
- 75.3 The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 December 2007.
- 75.4 This Award remains in force until varied or rescinded, the period for which it was made already having expired.

**PART B**

**MONETARY RATES**

**Table 1 - Allowances**

**Effective 1 July 2007**

Item No	Clause No	Description	Amount \$
1		Meal expenses on one day journeys	
	25	Capital cities and high cost country centres (see list in item 2)	
	25	Breakfast	20.20
	25	Dinner	38.95
	25	Lunch	22.65
	25	Tier 2 and other country centres (see list in item 2)	
	25	Breakfast	18.05
	25	Dinner	35.60
	25	Lunch	20.65
2	26	Travelling allowances when staying in non-govt accommodation	
		Capital cities	Per day
		Adelaide	\$242.25
		Brisbane	\$253.25
		Canberra	\$211.25
		Darwin	\$238.25
		Hobart	\$201.25
		Melbourne	\$247.25
		Perth	\$233.25
		Sydney	\$280.25
	26	High cost country centres	Per day
		Alice Springs (NT)	\$195.25
		Ballarat (VIC)	\$199.25
		Bendigo (VIC)	\$204.75
		Broome (WA)	\$250.25
		Bunbury (WA)	\$194.25
		Burnie (TAS)	\$210.75
		Carnarvon (WA)	\$206.75
		Christmas Island (WA)	\$217.25
		Cocos (Keeling) Island	\$197.25
		Dampier (WA)	\$247.25
		Derby (WA)	\$236.25
		Devonport (TAS)	\$203.75
		Emerald (QLD)	\$193.75
		Exmouth (WA)	\$224.75
		Geraldton (WA)	\$194.25
		Gold Coast (QLD)	\$215.25
Halls Creek (WA)	\$222.25		
Horn Island (QLD)	\$216.25		
Jabiru (NT)	\$287.25		

		Kadina (SA)	\$194.25
		Kalgoorlie (WA)	\$199.75
		Karratha (WA)	\$286.25
		Kununurra (WA)	\$244.25
		Launceston (TAS)	\$198.25

		Mackay (QLD)	\$197.25
		Maitland (NSW)	\$195.75
		Mount Gambier (SA)	\$194.25
		Mount Isa (QLD)	\$207.25
		Naracoorte (SA)	\$193.25
		Newcastle (NSW)	\$202.25
		Newman (WA)	\$233.25
		Norfolk Island	\$195.25
		Port Hedland (WA)	\$276.75
		Port Lincoln (SA)	\$193.25
		Port Macquarie (NSW)	\$200.25
		Portland (VIC)	\$198.25
		Thursday Island (QLD)	\$262.25
		Wagga Wagga (NSW)	\$197.75
		Warrnambool (VIC)	\$196.75
		Weipa (QLD)	\$222.25
		Whyalla (SA)	\$194.25
		Wollongong (NSW)	\$195.75
		Wonthaggi (VIC)	\$208.25
		Yulara (NT)	\$410.25
	26	Tier 2 country centres	Per day
		Albany (WA)	\$180.75
		Bairnsdale (VIC)	\$180.75
		Bathurst (NSW)	\$180.75
		Bordertown (SA)	\$180.75
		Bright (VIC)	\$180.75
		Broken Hill (NSW)	\$180.75
		Cairns (QLD)	\$180.75
		Castlemaine (VIC)	\$180.75
		Ceduna (SA)	\$180.75
		Dalby (QLD)	\$180.75
		Dubbo (NSW)	\$180.75
		Echuca (VIC)	\$180.75
		Esperance (WA)	\$180.75
		Gladstone (QLD)	\$180.75
		Horsham (VIC)	\$180.75
		Innisfail (QLD)	\$180.75
		Orange (NSW)	\$180.75
		Port Augusta (SA)	\$180.75
		Renmark (SA)	\$180.75
		Roma (QLD)	\$180.75
		Seymour (VIC)	\$180.75

	26	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	Per Day 50% of the appropriate location rate
3	38	Use of private motor vehicle	Cents per kilometre
		Official business	
		Engine capacity-	
		2601cc and over	83.0
		1601cc-2600cc	77.3
		1600cc or less	55.3

	38	Casual rate Engine capacity- 2601cc and over 1601cc-2600cc 1600cc or less Motor cycle allowance Normal business	29.5 27.4 23.1  36.4
4	32	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2007)	0.73 per hour
5	31	First aid allowance (effective ffpp on or after 1 July 2007) - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$666 pa \$1002 pa
6	22	Overtime meal allowances  Breakfast Lunch Dinner Supper	Effective 1 July 2007 \$22.60 \$22.60 \$22.60 \$8.70

**Table 2 - Salaries**

Classification	Year	From first pay period after 1 July 2007 \$
General Scale	Year 1	27,055
	Year 2	32,723
	Year 3	35,266
	Year 4	36,229
	Year 5	37,762
	Year 6	38,448
	Year 7	39,400
	Year 8	40,857
	Year 9	42,338
	Year 10	43,903
	19 Yrs & HSC	30,656
SAC Officer Level 1	Year 1	46,320
	Year 2	47,682
SAC Officer Level 2	Year 1	49,012
	Year 2	50,356
SAC Officer Level 3	Year 1	51,784
	Year 2	53,344
SAC Officer Level 4	Year 1	55,010
	Year 2	56,701
SAC Officer Level 5	Year 1	61,128
	Year 2	63,056
SAC Officer Level 6	Year 1	65,527
	Year 2	67,448
SAC Officer Level 7	Year 1	69,468
	Year 2	71,546
SAC Officer Level 8	Year 1	74,527
	Year 2	76,896
SAC Officer Level 9	Year 1	79,188
	Year 2	81,414

SAC Officer Level 10	Year 1	84,738
	Year 2	87,263
SAC Officer Level 11	Year 1	91,589
	Year 2	95,472
SAC Officer Level 12	Year 1	101,454
	Year 2	105,923

**Table 3 - Settlement Periods for Work Hours System**

	Commences on	Finishes on
Period 1	31/12/07	25/01/08
Period 2	28/01/08	22/02/08
Period 3	25/02/08	21/03/08
Period 4	24/03/08	18/04/08
Period 5	21/04/08	16/05/08
Period 6	19/05/08	13/06/08
Period 7	16/06/08	11/07/08
Period 8	14/07/08	08/08/08
Period 9	11/08/08	05/09/08
Period 10	08/09/08	03/10/08
Period 11	06/10/08	31/10/08
Period 12	03/11/08	28/11/08
Period 13	01/12/08	26/12/08
Period 1	29/12/08	23/01/09
Period 2	26/01/09	20/02/09
Period 3	23/02/09	20/03/09
Period 4	23/03/09	17/04/09
Period 5	20/04/09	15/05/09
Period 6	18/05/09	12/06/09
Period 7	15/06/09	10/07/09
Period 8	13/07/09	07/08/09
Period 9	10/08/09	04/09/09
Period 10	07/09/09	02/10/09
Period 11	05/10/09	30/10/09
Period 12	02/11/09	27/11/09
Period 13	30/11/09	25/12/09
Period 1	28/12/09	22/01/10
Period 2	25/01/10	19/02/10
Period 3	22/02/10	19/03/10
Period 4	22/03/10	16/04/10
Period 5	19/04/10	14/05/10
Period 6	17/05/10	11/06/10
Period 7	14/06/10	09/07/10
Period 8	12/07/10	06/08/10
Period 9	09/08/10	03/09/10
Period 10	06/09/10	01/10/10
Period 11	04/10/10	29/10/10
Period 12	01/11/10	26/11/10
Period 13	29/11/10	24/12/10

D. W. RITCHIE, Commissioner.

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