

**WASTE RECYCLING AND PROCESSING CORPORATION
(SALARIES AND CONDITIONS OF EMPLOYMENT 2008) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1684 of 2008)

Before Commissioner Ritchie

11 December 2008

REVIEWED AWARD

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PART A

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2. Title

This Award shall be known as the Waste Recycling and Processing Corporation (Salaries and Conditions of Employment 2008) Award.

3. Definitions

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the staff member's normal rate of pay.

"Act" means the *Waste Recycling and Processing Corporation Act 2001*.

"Approval" means the appropriate approval given by a staff member of the Corporation with the appropriate and legitimate delegated authority by the Corporation to do so.

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

"Birth" includes Stillbirth.

"Call Back (Return to Duty)" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible Hours of Work scheme.

"Casual staff member" means a person engaged on a day-to-day basis and paid accordingly.

"Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Chief Executive Officer or nominee for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Chief Executive Officer or nominee" means the CEO or their nominee of the Corporation, or nominee, with delegated authorities under the Act.

"Contract hours for the day" for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.

"Corporation " means the Waste Recycling and Processing Corporation, as established under the Act.

"Corporation" and "Employer" shall mean the Corporation.

"Daily span of hours" means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.

"Examination Leave" means time allowed off from normal duties granted on full pay to staff members undertaking examinations in an approved part time course.

"Expected date of birth" means a date specified by a Medical Practitioner to be the date on which the Medical Practitioner expects the staff member to give birth as a result of pregnancy, in relation to a female staff member who is pregnant, or, in the case of adoption, to the date that the staff member takes custody of the child concerned.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.

"Flexible working hours debit" means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

"Flexible working hours scheme" means the scheme outlined in Flexible Working Hours clause of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Public Employment Office, Unions NSW (formerly the Labor Council of New South Wales) and affiliated unions which enables staff members to rearrange their work pattern.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause (o) of the Flexible Working Hours clause in this award.

"Full day" means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" means the standard weekly hours, that is, 35 hours per week, required to be worked as at the date of this award.

"Half day" means half the standard contract hours for the day.

"Joint Consultative Committee" means the formal committee established between the Corporation and the unions for the purpose of consulting on Workplace matters.

"Local Arrangement" means an agreement reached at the organisational level between the Chief Executive Officer or nominee and the relevant trade union in terms of the Local Arrangements clause in this award.

"Normal hours of duty" means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement negotiated under the Local Arrangements clause in this award - the hours of duty the Chief Executive Officer or nominee requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work" means, for the purposes of the Grievance and Dispute Settling Procedures clause of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"On duty" means the time required to be worked for the Corporation.

For the purposes of the Trade Union Activities clause of this Award, "on duty" means the time off with pay given by the Corporation to the accredited Trade Union delegate to enable the delegate to carry out legitimate Trade Union activities during ordinary work hours without being required to lodge an application for leave.

"Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Chief Executive Officer or nominee agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Ordinary hours" means the ordinary hours worked by staff members in an ordinary working day or week to a maximum of 35 hours per week.

"Ordinary rate of pay" means the sum ascertained by dividing the basic annual salary by 260.8929 to give you a daily rate, then dividing this figure by the number of ordinary hours specified for that position.

"Overtime" means as defined in the overtime clause in this award.

"Part-time Course" shall mean a course undertaken concurrently with employment and shall include courses involving face to face or oral instruction and those conducted externally to the institution through correspondence study.

"Part-time Staff member" means a permanent or temporary staff member whose agreed hours are less than full time hours.

"Staff Development and Training" shall mean short educational and professional training courses, conducted by either the Corporation or an external institution or body.

"Staff Member" means a person employed by the Corporation, as specified in clause 6, Coverage, of this award.

"Standard Hours" shall be as per the office hours specified in this award unless otherwise determined by the Chief Executive Officer or nominee.

"Study Accumulation" shall mean the aggregation of short periods of study time granted for private study purposes.

"Study Time" shall mean time allowed off from normal duties granted on full pay to staff members who are studying in approved part-time courses.

"Time-in-Lieu" means paid time taken off work during ordinary hours, in lieu of payment for overtime worked.

"Union" or "Trade Union" means Public Service Association and Professional Officers Association Amalgamated Union of New South Wales and / or the Association of Professional Engineers Managers and Scientists Australia having regard to their respective coverage.

4. Parties to the Award

This Award is made between the Corporation and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

5. Statement of Intent

- (a) The Parties are committed to the development of professional and proactive work practices to provide the framework for the Corporation to be a successful business in a highly competitive commercial market.
- (b) The continuing development of an organisational culture that supports consultation, co-operation and participation in workplace relations matters by the parties will be an important factor in the organisation's ability to respond to market pressures and changes.

6. Coverage

- (a) This Award shall cover all staff members employed by the Corporation in the classifications specified in Table 1 of Part B - Monetary Rates of the Award, unless otherwise specified in this award.
- (b) This Award shall not cover consultants, contractors, senior executive staff on individual employment contracts or staff engaged on work experience or accredited traineeships.

7. Rates of Pay

- (a) The rates of pay shall be those as prescribed in Table 1 - Salaries, of Part B, Monetary Rates.
- (b) The rates of pay outlined in Table 1 - Salaries, provide for the following increases to apply:
 - (i) 4% increase from the first full pay period to commence on or after 1 July 2008;
 - (ii) 4% increase from the first full pay period to commence on or after 1 July 2009.
- (c) The salary increases in subclauses (b) are based on the commitment of the Parties and staff members to continued reform for the period 1 July 2008 to 30 June 2010.. Specific initiatives to which the parties commit are as follows:
 - (i) Automation of IPOS Purchasing Workflow as scheduled
 - (ii) Automation of invoicing and information processing for the Collections part of WSN's business as scheduled;
 - (iii) Implementation of the Business Intelligence Tool for report generation as scheduled;
 - (iv) Reduction of one independent contractor from Finance / IT by 30 June 2010.

8. Payment of Salaries

Salaries shall be paid to all staff members of the Corporation on a fortnightly basis through Electronic Funds Transfer unless otherwise agreed.

9. Local Arrangements

- (a) Local Arrangements may be negotiated between the Chief Executive Officer or nominee and the unions in respect of the whole Corporation or part of the Corporation.

- (b) All Local Arrangements or variations negotiated between the Chief Executive Officer or nominee and the relevant union(s) must be contained in a formal document, such as a co-lateral agreement, memorandum of understanding, and a variation to this award or enterprise agreement.
- (c) Subject to the provisions of subclause (b) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Chief Executive Officer or nominee and the relevant union(s) 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.

10. Working Hours

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Corporation. Such direction will include the definition of full time contract hours.
- (b) The staff member in charge of a division or branch of the Corporation will be responsible to the Chief Executive Officer or nominee for the proper observance of hours of work and for the proper recording of such attendance.
- (c) The Corporation may require a staff member to perform duty beyond the hours determined under subclause (a) of this clause but only if it is reasonable for the staff member to be required to do so.

A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to staff member health and safety,
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Chief Executive Officer or nominee regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (5) any other relevant matter.
- (d) The application of hours of work is subject to the provisions of this clause.
 - (e) The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
 - (f) The Corporation shall ensure that all staff members employed are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
 - (g) The normal hours of work shall be 35 hours per week unless otherwise determined by the Chief Executive Officer or nominee in accordance with subclause (a) of this clause.

11. Morning and Afternoon Breaks

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. Staff members may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

12. Meal Breaks

Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-

- (1) 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
- (2) 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 arrangements may be negotiated between the Corporation and the relevant trade union to provide for payment of a penalty.

13. Variation of Hours

If the Corporation is satisfied that a staff member is unable to comply with the general hours operating in the organisation because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer or nominee may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

- (1) the variation does not adversely affect the operational requirements;
- (2) there is no reduction in the total number of daily hours to be worked;
- (3) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- (4) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- (5) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- (6) ongoing arrangements are documented; and
- (7) the relevant trade union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

14. Natural Emergencies and Major Transport Disruptions

A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:

- (1) Apply to vary the working hours as provided in the Variation of Hours clause of this award and/or
- (2) negotiate an alternative working location with the Corporation; and/or
- (3) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

15. Assistance With Transport

The extent of any assistance by the Corporation with transport of a staff member between the workplace and residence or part of the distance involved, shall be determined by the Chief Executive Officer or nominee according to the provisions contained in the Provision of Transport in conjunction with Working of Overtime clause of this award.

16. Notification of Absence from Duty

- (a) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (b) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Chief Executive Officer or nominee, the amount representing the period of absence shall be deducted from the staff member's pay.

17. Public Holidays

- (a) Unless directed to attend for duty by the Chief Executive Officer or nominee, a staff member is entitled to be absent from duty on any day which is:
 - (1) a public holiday throughout the State; or
 - (2) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (3) a day between Boxing Day and New Year's Day determined by the Chief Executive Officer or nominee as a public service holiday.
- (b) A staff member, who is required by the Chief Executive Officer or nominee 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.
- (c) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

18. Standard Working Hours

- (a) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- (b) Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Chief Executive Officer or nominee. Where time off has been granted, such time shall be made up as set out in subclause (d) of this clause.
- (c) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Chief Executive Officer or nominee approves, make the time up in accordance with subclause (d) of this clause.
- (d) Making up of Time - The time off taken in circumstances outlined in subclauses (b) and (c) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Chief Executive Officer or nominee.

19. Flexible Working Hours

- (a) Unless local arrangements have been negotiated as provided in the Local Arrangements clause of this award, a flexible working hours scheme in terms of this subclause may operate in the Corporation or a section of the Corporation, subject to operational requirements, as determined by the Chief Executive Officer or nominee.
- (b) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the Corporation shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses (j) and (l) of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.

- (c) Exclusions - Flexible working hours shall not apply to staff members who work:
permanent standard hours; or
according to a shift roster.
- (d) Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- (e) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 6.00 pm Monday to Friday, unless a different time span has been negotiated under a local arrangement in terms of the Local Arrangements clause of this award.

Within the bandwidth, no more than 10.5 hours may be credited in any one day.

- (f) Coretime - The coretime shall be between the hours of 9.30 am and 3.30 pm Monday to Friday, excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of the Local Arrangements clause of this award.

Coretime may be varied by special arrangement with Managers to 1000 to 1500 hours.

- (g) Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer or nominee. Where a local arrangement has been negotiated in terms of the Local Arrangements clause of this award, the lunch break shall be taken in accordance with such local arrangement.

- (h) Settlement period - Unless a local arrangement has been negotiated in terms of the Local Arrangements clause of this award, the settlement period shall be 3 calendar months i.e. 1 January to 31 March.

(1) For time recording purposes the settlement period and flex leave must coincide.

(2) Where exceptional circumstances apply, e.g., prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer or nominee may extend the affected settlement period.

- (i) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.

- (j) Flexible working hours credit - A staff member may carry a maximum of 10 hours credit into the next period. Time accumulated in excess of 10 hours at the end of a settlement period shall be forfeited. Local arrangements in terms of the Local Arrangements clause of this award may be negotiated in respect of the carry over of the maximum flexible hours credit and the banking of any accumulated time.

- (k) The Corporation shall ensure that a staff member does not constantly forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flex leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.

- (l) Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of the Local Arrangements clause of this award:

(1) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;

(2) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.

- (3) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave.
- (m) Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken or not forfeited on the last day of service:
- (1) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (2) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused; or
 - (3) in such other circumstances as have been negotiated between the Chief Executive Officer or nominee and the relevant trade union(s) under a local arrangement in terms of the Local Arrangements clause of this award.
- (n) Statement of Intent
- (1) This agreement aims to improve organisational performance and flexibility for all staff members. Achievement of these objectives will ensure that there is an appropriate balance between work and personal commitments. The parties recognise that this will occur if all staff members and their supervisors understand and accept the spirit of the agreement, as well as its operation, and respect the needs of the organisation and individual staff members.
 - (2) The flexible working arrangement applies to all staff (excepting those covered by an existing Industrial Agreement) and operates in conjunction with the following principles by:
 - (i) The arrangements described below commit all staff members to ensuring that operational and client service requirements are met.
 - (ii) Actual working hours and patterns of work will be decided by mutual agreement between the staff member and their supervisor.
 - (3) Decisions regarding working hours and patterns of work will be made by taking into account:
 - (i) organisational requirements of WSN Environmental Solutions.
 - (ii) the personal commitments/needs of the individual.
- (o) Flex leave - Subject to operational requirements, four days may be taken each Settlement Period provided:
- (1) a maximum of 2 flexidays may be taken together.
 - (2) a maximum of 13 flexidays per annum applies. This period is calculated from 1 July to 30 June.
- Flex leave may be taken on consecutive working days. Half-day absences may be combined with other periods of authorised leave. Local arrangements in respect of the taking of flex leave may be negotiated in terms the Local Arrangements clause of this award.
- (p) Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in the Absence from Work clause of this award.
- (q) Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer or nominee may direct the staff member to work standard hours and not flexible hours:

- (1) where the Chief Executive Officer or nominee decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the Corporation or section of the Corporation, the relevant union shall be consulted, where appropriate; or
 - (2) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (r) Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flexleave on the Thursday preceding the Good Friday public holiday.
 - (s) Any grievances arising from this flexible working hours agreement shall be resolved using the existing Grievance Resolution Procedures in this award.

20. Overtime Relating to Work Hours

Officers shall be eligible for overtime if:

- (1) they are directed to do so before or after the agreed Bandwidth by a supervisor; or
- (2) they are directed to work beyond 8 hours (excluding a meal break) on a particular day. Any overtime worked must be confirmed later in writing on the overtime claim form and signed by a supervisor.

21. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Chief Executive Officer or nominee, shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to the Corporation's Managing Unsatisfactory Performance and Misconduct Policy and Guidelines.

22. Creating and Filling Positions

- (a) The Chief Executive Officer or nominee shall create and abolish positions as required to meet the business needs of the organisation in accordance with the Act.
- (b) The Chief Executive Officer or nominee may classify and grade positions using accredited job evaluation methodology.
- (c) The filling of positions shall be in accordance with the principles of Equal Employment Opportunity (EEO) and Merit Selection.
- (d) All appointments are subject to the approval of the Chief Executive Officer or nominee.

23. Part Time Employment

- (a) The Corporation may employ persons on a part time basis.
- (b) A part time staff member for all purposes of the Award, is entitled to the same terms and conditions as a full time staff member, provided that in all cases entitlement is determined on a pro rata basis.
- (c) The number of hours worked per week shall be mutually agreed between the staff member concerned and the Chief Executive Officer or nominee or their nominee.
- (d) Once the hours are agreed upon, any time worked at the direction of the Chief Executive Officer or nominee in excess of the hours of a full time position shall be deemed to be overtime and the overtime provisions of this Award shall apply.
- (e) Part time employment shall not work to the detriment of full time staff members and no full time staff member shall be required to work part time.

- (f) A person who is initially employed to work part time may elect to work full time at any time subject to the Corporation convenience and the availability of work for the classification and grade of the position.
- (g) A full time person who elects to work part time for a set period will be guaranteed the right of return to full time work at the end of the period provided that this is specified and negotiated at the outset.
- (h) Full time staff members who elect to work part time and who have not specified that they wish to return to full time work may elect to return to work full time subject to the Corporation convenience.

24. Job Share Arrangements

- (a) Job Share is a voluntary arrangement in which one job is shared amongst part-time staff members.
- (b) Staff members may job share under this Award where the Chief Executive Officer or nominee approves it.
- (c) Job Share arrangements are required to be formalised in the same way the part time work arrangements are outlined in an agreement - This agreement shall be called a job share agreement.
- (d) 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.

25. Temporary Staff Member

- (a) The Chief Executive Officer or nominee or nominee may, if of the opinion that it is necessary to do so, employ temporarily a person who has appropriate qualifications to carry out work in the Corporation.
- (b) The salary, terms and conditions of employment for a temporary staff member shall be prescribed in a letter of offer that outlines the period of temporary employment or for the duration of completion of a project.
- (c) Notwithstanding (b) above, the Chief Executive Officer or nominee may dispense with the services of a temporary staff member at any time in accordance with the terms of engagement.
- (d) The Corporation may appoint a long-term temporary staff member to a permanent position with the approval of the Chief Executive Officer or nominee.
- (e) For the purposes of subclause (d), a long-term temporary staff member is a temporary staff member whose employment as such a staff member falls within a continuous employment period of at least 2 years.
- (f) A recommendation for the appointment of a long-term temporary staff member to a staff member's position may be made only if each of the following requirements is satisfied:
 - (1) The duties of the position concerned must be substantially the same as the duties performed by the staff member at the time of the staff member's initial employment on merit.
 - (2) The rate of salary or wages proposed to be payable to the holder of the position concerned at the time of appointment must not exceed the maximum rate payable for WSN Officer Level 12.
 - (3) The Chief Executive Officer or nominee must be satisfied that on-going work is available in respect of the staff member.
 - (4) The Chief Executive Officer or nominee must be satisfied that the staff member has the relevant skills, qualifications, experience, work performance standards and personal qualities to enable the staff member to perform the duties of the position concerned,
 - (5) The staff member must (initially or at some later stage) have been employed as a temporary staff member in some form of open competition involving the selection of the staff member as the

person who, in the opinion of the then Chief Executive Officer or nominee, had the greatest merit among candidates for appointment.

26. Overtime

The payment of overtime shall at all times only be made where a staff member is either directed or approved to work overtime. Unauthorised overtime will not be paid.

27. Overtime - General

- (a) A staff member may be directed by the Chief Executive Officer or nominee to work overtime, provided it is reasonable for the staff member to be required to do so.
- (b) 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.
- (c) In determining what is unreasonable the following factors shall be taken into account:
 - (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,.
 - (2) any risk to staff member health and safety,
 - (3) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Chief Executive Officer or nominee regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
- (d) Payment for Overtime Shall be Made Only Where the Staff Member Works Authorised (I.E. Approved Or Directed) Overtime.
- (e) Payment of such overtime shall be calculated on base salary in accordance with the Salaries Schedule in this Award (not the salary including any annualised allowance).
- (f) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
 - (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary, which has been determined as inclusive of overtime and/or on-call (standby) allowance.

28. Overtime Worked By Day Workers

- (a) The provisions of this sub-clause shall not apply to:
 - (1) Staff members covered by formal local arrangements in respect of overtime negotiated between the Corporation and the Union;
 - (2) Staff members to whom overtime provisions apply under another industrial instrument;
 - (3) Staff members whose salary includes compensation for overtime;

- (4) Staff members who receive an allowance in lieu of overtime such as the annualised allowance payable under this Award; and
 - (5) Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in the Compensation for Additional Hours Worked by Duty Officer, State Emergency Services clause of this clause.
- (b) Rates - Overtime shall be paid at the following rates:
- (1) Weekdays (Monday to Friday inclusive):

At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, unless local arrangements negotiated in terms of the Local Arrangements clause of this Award apply;
 - (2) Saturday:

All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (3) Sundays:

All overtime worked on a Sunday at the rate of double time.
 - (4) Public Holidays:

All overtime worked on a public holiday at the rate of double time and one half.
- (c) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (d) A staff member who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for four (4) hours work at the appropriate rate.
- (e) Rest Periods:
- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty.
 - (3) The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

29. Recall to Duty

- (a) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four (4) hours work at the appropriate overtime rates.
- (b) The staff member shall not be required to work the full four (4) hours if the job can be completed within a shorter period.
- (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or four (4) hours from the

commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of four (4) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within four (4) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of four (4) hours unless the actual time worked is four (4) or more hours.

30. On Call (Stand-By)

- (a) 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.
- (b) 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 Item 6 of Table 2, Allowances of Part B Monetary Rates shall be made for the duration of on call (stand-by).

31. Overtime Meal Breaks

- (a) Staff members not working under the flexible working hours arrangements:

A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (b) Staff member working under the flexible working hours arrangements:

A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (c) Staff Members Generally:

A staff member required to work overtime on a Saturday, Sunday or Public Holiday shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

32. Overtime Meal Allowances

- (a) If an adequate meal is not provided by the Corporation, a meal allowance shall be paid by the Corporation at the appropriate rate specified in Item 9 of Table 2 - Allowances Part B, Monetary Rates, provided the Chief Executive Officer or nominee is satisfied that:

- (1) the time worked is directed overtime;

- (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer or nominee and the Union from negotiating different meal provisions under a local arrangement.

33. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for WSN Officer Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for WSN Officer Grade 8 plus \$1.00, unless the Chief Executive Officer or nominee approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

34. Payment for Overtime Or Leave in Lieu

- (a) The Chief Executive Officer or nominee shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (b) of this clause.
- (b) The following provisions shall apply to the leave in lieu:
 - (1) The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (2) The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - (3) The leave must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in the Sick Leave to Care for a Family Member clause apply.
 - (4) The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved by the Chief Executive Officer or nominee;
 - (5) Leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer or nominee and the Union.
 - (6) At the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
 - (7) A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

35. Compensation for Additional Hours Worked By Duty Officer, State Emergency Services

The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, shall be compensated by:

- (a) payment at the rate of one third of one day's pay for each tour of duty; or

- (b) if so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with the Payment for overtime or leave in lieu clause in this award.

36. Calculation of Overtime

- (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (e) Overtime is not payable for time spent travelling.

37. Review of Overtime Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in the Review of Allowances Payable clause in terms of this Award.
- (b) Where an allowance payable under the Overtime Meal Allowances clause of this Award is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer or nominee shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Chief Executive Officer or nominee in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

38. Higher Duties and Acting Allowances

Where at the direction of the Chief Executive Officer or nominee a staff member relieves in a higher duties position, they shall be entitled to a higher duties allowance in accordance with the provisions of the Corporation's Higher Duties - Policy and Provisions

39. Public Holidays

- (a) Staff members shall be entitled to the following public holidays without loss of pay. New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Public Service holiday and any other day or days which are proclaimed as public holidays throughout the State of New South Wales.
- (b) For the purpose of this subclause:
- (1) Where Christmas Day falls on a Saturday or a Sunday the following Monday or Tuesday shall be observed as a public holiday; and

- (2) Where Boxing Day falls on a Saturday or Sunday, the following Monday or Tuesday shall be observed as a public holiday; and
- (3) When New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
- (c) Other days may be added to any of the above mentioned public holidays at the employer's discretion, for example where a staff member is of another religious denomination or ethnic background.
- (d) The NSW Public Service Holiday shall be enjoyed as a holiday and shall be held on a day as determined by the Chief Executive Officer or nominee.

40. First Aid Allowance

- (a) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 8 of Table 2 - Allowances of Part B Monetary Rates.
- (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave, which exceeds four weeks.
- (c) 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.
- (d) Standard First Aid Kits shall be provided and maintained by the Corporation (or insurer as appropriate) in accordance with the Occupational Health & Safety Act 2000 or Regulation.
- (e) In the event of any serious accident happening to any staff member or casual staff member whilst on duty, at no cost to the staff member, shall provide appropriate emergency transport facilities to the nearest hospital or doctor.

41. Travelling Compensation - Excess Travelling Time

- (a) A staff member directed by the Chief Executive Officer or nominee to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:
 - (1) payment calculated in accordance with the provisions contained in this clause; or
 - (2) taking equivalent time off in lieu to be granted for excess time spent in travelling on official business (subject to operational convenience).
- (b) Compensation under paragraphs (1) or (2) of this subclause, shall be subject to the following conditions:
 - (1) on a non-working day - all time spent travelling on official business;
 - (2) on a working day - subject to the provisions of subclause (e) of this clause, all additional time spent travelling before or after the staff member's normal hours of duty.

provided the period for which compensation is being sought is more than a half an hour on any one-day.

- (c) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (d) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

- (e) Compensation for excess travelling time shall exclude the following:
- (1) Time normally taken for the periodic journey from home to headquarters and return;
 - (2) Any periods of excess travel of less than 30 minutes on any one day;
 - (3) Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (4) Time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided.
 - (5) Travel not undertaken by the most practical available route;
 - (6) Any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (7) Travel overseas.
- (f) Rate of Payment: Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{Normal hours of work}}$$
- (g) 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.
- (h) Staff members whose salary is in excess of the maximum rate for the equivalent of WSN Officer Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for WSN Officer Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (i) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours (unless there are exceptional circumstances approved by the Chief Executive Officer or nominee).

42. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to the Excess Travelling Time clause in this Award.

43. Travelling Allowances - General

- (a) The Chief Executive Officer or nominee shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- (b) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the Corporation.
- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three-diamond standard of accommodation.
- (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.

44. Meal Expenses on One Way Journeys

A staff member who is authorised by the Chief Executive Officer or nominee to undertake a one day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Table 2 - Allowances of Part B Monetary Rates for:

- (a) Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- (b) An evening meal when required to travel until or beyond 7.00 p.m.; and
- (c) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

45. Travelling Allowances When Staying in Non Government Accommodation

- (1) A staff member who is required by the Chief Executive Officer or nominee to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- (2) For the first 35 days, the payment shall be either:
 - (a) the appropriate rate of allowance specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member' from their residence; and

actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
 - (b) if the staff member elects, actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 2 - Allowances of Part B Monetary Rates.
- (3) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Chief Executive Officer or nominee that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been incurred.
- (4) Where a staff member is unable to so satisfy the Chief Executive Officer or nominee, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- (5) After the first 35 days - If a staff member is required by the Chief Executive Officer or nominee to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 2- Allowances of Part B Monetary Rates.
- (6) Long term arrangements - As an alternative to the provisions after the first 35 days set out in subparagraph (5) above, the Corporation could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (7) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

46. Travelling Allowances When Staying in Government Accommodation

- (a) When a staff member working from a temporary work location is provided with accommodation by the Government, the staff member shall be entitled to claim the incidental expenses allowance set out in Item 3 of Table 2 - Allowances of Part B Monetary Rates for the same period.

- (b) If meals are not provided by the Government at the temporary work location, the staff member shall be entitled to claim also the reimbursement of any meal expenses properly and reasonably incurred during the time spent at the temporary work location.

47. Restrictions on Payment of Travelling Allowances

An allowance under the Travelling Allowance when staying in Non Government Accommodation clause or Travelling Allowances when staying in Government Accommodation clause is not payable in respect of:

- (1) Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
- (2) Any period of leave, except with the approval of the Chief Executive Officer or nominee or as otherwise provided by this subclause; or
- (3) Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (4) Notwithstanding subclauses (1), (2) or (3) of this clause, a staff member in receipt of an allowance under the Travelling Allowance when staying in Non Government Accommodation clause or Travelling Allowances when staying in Government Accommodation clause of this Award who is granted special leave to return to their residence at a weekend, shall be entitled to an allowance under the Travelling Allowance when staying in Non Government Accommodation clause in respect of the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, but is not entitled to any allowance under this subclause, or any other allowance, in respect of the same period.
- (5) Notwithstanding subclauses (1), (2) or (3) of this clause, a staff member in receipt of an allowance under this subclause who, on ceasing to perform duty at or from a temporary work location, leaves that location shall be entitled to an allowance in accordance with the Travelling Allowance when staying in Non Government Accommodation clause of this Award in respect of the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location, but is not entitled to any other allowance in respect of the same period.

48. Increase Or Reduction in Payment of Travelling Allowance

Where the Chief Executive Officer or nominee is satisfied that a travelling allowance is:

- (a) Insufficient to Adequately Reimburse the Staff Member for Expenses Properly and Reasonably Incurred, a Further Amount May be Paid to Reimburse the Staff Member for the Additional Expenses Incurred; Or
- (b) In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred,

the Chief Executive Officer or nominee may reduce the allowance to an amount, which would reimburse the staff member for expenses incurred properly and reasonably.

49. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer or nominee is prepared to accept other evidence from the staff member.

50. Travelling Distance

- (a) The need to obtain overnight accommodation shall be determined by the Chief Executive Officer or nominee having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area.

- (b) Where staff members are required to attend conferences or seminars, which involve evening sessions, or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Chief Executive Officer or nominee.

51. Allowance Payable for Use of Private Motor Vehicle

- (a) The Chief Executive Officer or nominee may authorise a staff member to use a private motor vehicle for work where:
 - (1) such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
 - (2) where the staff member is unable to use other means of transport due to a disability.
 - (a) There shall be different classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of the "casual rate" of allowance or the "official business rate" of allowance, as defined in the Definitions clause of this Award, shall be paid depending on the circumstances and the purpose for which the vehicle is used.
 - (b) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer or nominee.
 - (c) A staff member who, with the approval of the Chief Executive Officer or nominee, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 2 - Allowances of Part B Monetary Rates for the use of such private motor vehicle.
 - (d) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
 - (e) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 5 of Table 2 - Allowances of Part B Monetary Rates.
 - (f) Except as otherwise specified in this Award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

52. Compensation for Loss Or Damage to Private Property

- (a) Where damage to or loss of the staff member's private 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.
- (b) If a claim under subclause (a) of this subclause is rejected by the insurer, the Chief Executive Officer or nominee may compensate a staff member for the damage to or loss of private property, if such damage or loss:
 - (1) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (2) is caused by a defect in a staff member's material or equipment; or
 - (3) results from a staff member's protection of or attempt to protect Corporation property from loss or damage.

- (c) Compensation in terms of subclause (b) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive Officer or nominee 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.
- (d) 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.
- (e) Compensation for the damage sustained shall 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.
- (f) Where staff members have tools of trade that are registered with the Corporation the conditions under this clause will apply.

53. Leave - General Provisions

- (a) The provisions contained in this clause apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief Executive Officer or nominee or their nominee and the relevant union in terms of the Local Arrangements clause of this Award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) Where paid and unpaid leave available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

54. Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the Chief Executive Officer or nominee as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer or nominee shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

55. Applying for Leave

- (a) an Application By a Staff Member for Leave under This Clause Shall be Made to and Dealt With By the Chief Executive Officer Or Nominee.
- (b) The Chief Executive Officer or nominee shall deal with the application for leave according to the wishes of the staff member if the operational requirements of the Corporation permit this to be done.

56. Adoption Leave

- (a) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
 - (1) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (2) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer or nominee may determine, if the child has commenced school at the date of the taking of custody.
- (b) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer or nominee, take leave:
 - (1) full-time for a period not exceeding 12 months; or
 - (2) part-time over a period not exceeding 2 years; or
 - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (c) Adoption leave shall commence on the date that the staff member 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 staff member.
- (d) A staff member who resumes duty immediately on the expiration of adoption leave shall:
 - (1) if the position occupied by the staff member immediately before the commencement of that leave still exists be entitled to be placed in that position; or
 - (2) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (e) A staff member who will be the primary care giver from the date of taking custody of the adopted child and who:
 - (1) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer or nominee ; and
 - (2) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service,

shall be entitled to payment at their ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period.

Payment for the adoption leave may be made at full pay, half pay or as a lump sum.
- (f) Except as provided in subclause (e) of this clause, adoption leave shall be granted without pay.
- (g) Special Adoption Leave:
 - (1) A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption.
 - (2) Special adoption leave may be taken as a charge against recreation leave, extended leave, family and community service leave or local arrangements as negotiated.

57. Extended Leave

- (a) It is the intention of the parties to continue to apply the relevant provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002* in relation to the accrual and taking of extended leave.
- (b) Staff members shall have access to pro-rata extended leave after 7 years service;
- (c) Staff members shall be allowed to take a period of extended leave at double pay, i.e. a staff member may use their entitlement to 2 months extended leave by taking 1 months leave and receiving 2 months pay for that 1 month period; and.
- (d) Public holidays that fall whilst a staff member is on a period of extended leave will be paid and not debited from a staff members leave entitlement.

58. Family and Community Service Leave

- (a) The Chief Executive Officer or nominee shall, in the case of emergencies or in personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (b) Such cases may include but not be limited to the following:-
 - (1) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (2) Accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (3) Emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent a staff member from reporting for duty;
 - (4) Other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- (c) Attendance at court by a staff member to answer a charge for a criminal offence, if the Chief Executive Officer or nominee considers the granting of family and community service leave to be appropriate in a particular case;
- (d) Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games);
- (e) Staff who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.
- (f) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be the greater of the leave provided in paragraph (1) or (2) of this subclause.
 - (1) 2½ of the staff member's working days in the first year of service and, on completion of the first year's service, 5 of the staff member's working days in any period of 2 years; or
 - (2) After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

- (g) If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer or nominee shall consider applications for additional family and community service leave, if some other emergency arises.
- (h) On the death of a person defined in subclause (c) of clause 68, Sick Leave to Care for a Sick Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (i) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (c) of clause 68, Sick Leave to Care for a Family Member, shall be granted when paid family and community service leave has been exhausted.

59. Leave Without Pay

- (a) The Chief Executive Officer or nominee may grant leave without pay to a staff member if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or a part-time basis.
- (c) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where a staff member is granted leave without pay, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (e) A staff member, who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer or nominee.
- (f) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (g) No paid leave shall be granted during a period of leave without pay.

60. Maternity Leave

- (a) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (1) for a period up to 9 weeks prior to the expected date of birth; and
 - (2) for a further period of up to 12 months after the actual date of birth.
- (b) A staff member who has been granted maternity leave may, with the permission of the Chief Executive Officer or nominee, take leave after the actual date of birth:
 - (1) full-time for a period of up to 12 months; or
 - (2) part-time for a period of up to 2 years; or
 - (3) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (d) A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (e) If the position occupied by the staff member immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (f) A staff member who:
 - (1) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer or nominee; and
 - (2) prior to the expected date of birth, completed not less than 40 weeks' continuous service,
 shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period.

 Payment for the maternity leave may be made at full pay, half pay or as a lump sum.
- (g) Except as provided in sub-clause (f) of this clause, maternity leave shall be granted without pay.
- (h) The Chief Executive Officer or nominee shall consider, where possible and appropriate, an application to transfer to safer duties of a pregnant staff member either before and/or after the birth of an unborn or a newborn child on a case-by-case basis.

61. Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer or nominee may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (b) Up to 24 working days military leave per year may be granted by the Chief Executive Officer or nominee to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (c) At the expiration of military leave, the staff member shall furnish to the Chief Executive Officer or nominee a certificate of attendance signed by the commanding officer or other responsible officer.

62. Observance of Essential Religious Or Cultural Obligations

- (a) A staff member of:
 - (1) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (2) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
 may be granted recreation/extended leave to credit, leave without pay, or negotiate local arrangements to do so.
- (b) Provided adequate notice as to the need for leave is given by the staff member to the Corporation and it is operationally convenient to release the staff member from duty, the Chief Executive Officer or nominee must grant the leave applied for by the staff member in terms of this subclause.

- (c) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer or nominee, subject to:
 - (1) adequate notice being given by the staff member;
 - (2) prior approval being obtained by the staff member; and
 - (3) the time off being made up in the manner approved by the Chief Executive Officer or nominee.
- (d) Notwithstanding the provisions of subclauses (a), (b) and (c) of this clause, arrangements may be negotiated between the Corporation and the Relevant union in terms of the Local Award Arrangements clause in this Award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

63. Parental Leave

Parental leave is available to male and female staff members who apply for leave to look after their child or children.

- (a) Parental leave applies as follows:
 - (1) Short Parental Leave:

An unbroken period of up to one week at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (2) Extended Parental Leave:

For a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in paragraph (1) of this subclause.
- (b) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (c) A staff member who has been granted parental leave may, with the permission of the Chief Executive Officer or nominee take such leave:
 - (1) full-time for a period not exceeding 12 months; or
 - (2) part-time over a period not exceeding 2 years; or
 - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (d) A staff member who resumes duty immediately on expiration of parental leave shall:
 - (1) if the position occupied by the staff member immediately before the commencement of that leave still exists be entitled to be placed in that position; or
 - (2) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (e) A staff member who:
 - (1) applied for parental leave within the time and in the manner determined by the Chief Executive Officer or nominee, and

- (2) prior to the expected date of birth or adoption completed not less than 40 weeks' continuous service,

shall be paid at their ordinary rate of pay for a period not exceeding 1 week on full pay or 2 weeks at half pay or the period of parental leave taken, whichever is the lesser period.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

- (f) Except as provided in subclause (e), parental leave shall be granted without pay.
- (g) A staff member may elect to take accrued recreation or extended leave in respect of some or all of the period of parental leave.

64. Recreation Leave

(a) Accrual

- (1) Except where stated otherwise in this Award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year.
- (2) Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (3) Recreation leave accrues from day to day.

(b) Limits on Accumulation and Direction to Take Leave

- (1) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Chief Executive Officer or nominee in special circumstances.
- (2) Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer or nominee according to the wishes of the staff member.
- (3) The Chief Executive Officer or nominee shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Corporation.
- (4) The Chief Executive Officer or nominee shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

(c) Conservation of Leave

If the Chief Executive Officer or nominee is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer or nominee shall:

- (1) specify in writing the period of time during which the excess shall be conserved; and
- (2) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 weeks' limit.

- (3) The Chief Executive Officer or nominee will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

(d) Miscellaneous

- (1) Unless a local arrangement has been negotiated between the Chief Executive Officer or nominee and the Relevant union, recreation leave is not to be granted for a period less than a quarter day or in other than multiples of a quarter day.
- (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
- (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
- (7) On cessation of employment, a staff member is entitled to be paid, the monetary value of accrued recreation leave, which remains untaken.
- (8) A staff member to whom paragraph (7) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

(e) Death:

Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.

(f) Where no beneficiary has been nominated

Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:

- (1) to the widow or widower of the staff member; or
- (2) if there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- (3) if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer or nominee was, at the time of the staff member's death, a dependent relative of the staff member; or
- (4) if there is no person entitled under paragraphs (1) or (2) or (3) of this subclause to receive the monetary value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

65. Annual Leave Loading

(a) General

- (1) Unless more favourable conditions apply to a staff member under another industrial instrument, 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.
- (2) Subject to the provisions set out in sub-clauses (b) to (e) of this clause, leave loading shall be 17½% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year.

(b) Loading on additional leave accrued

- (1) Where additional leave is accrued by a staff member as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the higher.
- (2) If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.

(c) Maximum Loading

Unless otherwise provided in an Award or Agreement under which the staff member is paid, 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 WSN Officer Grade 12 under this Award.

(d) Leave year

- (1) For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

(e) Payment of annual leave loading

From 1 December 2002, annual leave loading has been annualised and is being paid as part of the fortnightly salary of a staff member.

66. Sick Leave

(a) If the Chief Executive Officer or nominee is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer or nominee:

- (1) shall grant to the staff member sick leave on full pay; and
- (2) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.

(b) Entitlements:

- (1) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave accrued and not utilised accumulates.
- (2) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
- (3) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

- (4) When determining the amount of sick leave accrued, sick leave granted on less than full pay shall be converted to its full pay equivalent.
 - (5) Paid sick leave shall not be granted during a period of unpaid leave.
- (c) Payment during the initial 3 months of service:
- (1) Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer or nominee approves otherwise.
 - (2) Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (d) Seasonal or Relief Staff:
- No paid sick leave shall be granted to temporary staff members who are employed as seasonal or relief staff for a period of less than 3 months.

67. Sick Leave - Requirements for Medical Certificate

- (a) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer or nominee in respect of the absence.
- (b) A staff member shall be put on notice in advance if required by the Chief Executive Officer or nominee to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (c) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer or nominee, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to the Corporation's or the Government Medical Officer for advice.
- (d) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer or nominee on the advice of the Corporation or Government Medical Officer.
- (e) If sick leave applied for is not granted, the Chief Executive Officer or nominee must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (f) A staff member may elect to have an application for sick leave dealt with confidentially by the Corporation or Government Medical Officer in accordance with the Corporation policy on confidentiality, as applies from time to time.
- (g) If a staff member who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer or nominee a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer or nominee may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (1) in respect of recreation leave, the period set out in the medical certificate;
 - (2) in respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
- (h) Subclause (g) above applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (i) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and

maxillo facial surgeon or, at the Chief Executive Officer or nominee's discretion, another registered health services provider.

- (j) Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

68. Sick Leave to Care for a Family Member

When family and community service leave provided for in the Sick Leave clause of this Award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

- (a) 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 Chief Executive Officer or nominee may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Chief Executive Officer or nominee, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the staff member being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) a de-facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de-facto spouse of the staff member; or
 - (iv) a same sex partner who lives with the staff member as the de-facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

69. Sick Leave - Workers Compensation

- (a) The Chief Executive Officer or nominee shall advise each staff member of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances, which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer or nominee shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The Chief Executive Officer or nominee will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- (e) Pending the determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer or nominee shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (f) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (h) If a staff member notifies the Chief Executive Officer or nominee that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer or nominee shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (i) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act.
- (j) If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (k) If the Chief Executive Officer or nominee provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (l) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (m) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (1) the staff member's claim for workers compensation;
 - (2) the conduct of a medical examination by a Government or other Medical Officer;
 - (3) a medical certificate issued by the examining Government or other Medical Officer; or

- (4) action taken by the Chief Executive Officer or nominee either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

70. Sick Leave - Claims Other Than Workers Compensation

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

71. Special Leave With Full Pay

- (a) Jury Service:
 - (1) A staff member shall, as soon as possible, notify the Chief Executive Officer or nominee of the details of any jury summons served on the staff member.
 - (2) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Chief Executive Officer or nominee a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.
 - (3) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer or nominee shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer or nominee shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed settlement day leave or leave without pay.

- (b) Witness at Court - Official Capacity:

When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.

- (1) salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court, as a witness in an official capacity shall be paid by the Corporation.

(c) Witness at Court - Other than in Official Capacity - Crown Witness:

A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (1) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (2) pay into the Treasury of the State of New South Wales all money paid to the staff member 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.
- (3) Relevant union Witness - a staff member called by the relevant union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the Corporation for the required period.

(d) Called as a witness in a private capacity:

A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

(e) Examinations:

Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer or nominee.

- (1) Special leave granted to attend examinations should include leave for any necessary travel to or from the place at which the examination is held.

(f) Special Leave - Union Activities

Special leave on full pay may be granted to staff members who are accredited trade union delegates to undertake trade union activities as provided for in the Trade Union Activities Attracting Special Leave clause of this award.

(g) Return Home When Temporarily Living Away from Home:

Sufficient special leave, as set out in this subclause, shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker, before or after rostered days off, to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave, negotiate local arrangements, or leave without pay, if the operational requirements allow.

(h) National Aborigines and Islander Day of Commemoration

A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration celebrations.

(i) Special Leave - Other Purposes:

Special leave on full pay may be granted to staff members by the Chief Executive Officer or nominee for other purposes, subject to the conditions specified in the Corporation Human Resources Policies and Procedures Manual at the time the leave is taken.

72. Personal and Professional Development and Training Activities

- (a) For the purpose of this clause, the following shall be regarded as staff personal and professional development and training activities:
- (1) all developmental courses conducted by an approved provider and all courses conducted by or in association with the Corporation;
 - (2) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (3) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies or approved for attendance by the Corporation.
- (b) For the purposes of this subclause, the following shall not be regarded as staff development and training activities:
- (1) activities for which study assistance is appropriate;
 - (2) activities to which other provisions of this Award apply (e.g., courses conducted by the Relevant union); and
 - (3) activities, which are of no specific relevance to the Corporation.
- (c) Attendance of a staff member at activities considered by the Chief Executive Officer or nominee to be:
- (1) essential for the efficient operation of the Corporation; or
 - (2) developmental and of benefit to the Corporation.
 - (3) in the best interests of the staff member and the Corporation if done by way of a block release bearing in mind staffing and other requirements of the section;
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- (d) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Corporation referred to in (c) above:
- (1) recognition that the staff members are performing normal duties during the course;
 - (2) adjustment for the hours so worked under the working hours arrangements;
 - (3) payment of course fees;
 - (4) payment or reimbursement of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - (5) payment of overtime where the activity could not be conducted during the staff member's normal hours and the Chief Executive Officer or nominee is satisfied that the approval to attend constitutes a direction to work overtime under the Overtime clause in this Award.
- (e) The following provisions shall apply, as appropriate, to the activities considered to be development and of benefit to the Corporation:
- (1) recognition of the staff member as being on duty during normal working hours whilst attending the activity;

- (2) payment of course fees;
- (3) reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- (4) such other conditions as may be considered appropriate by the Chief Executive Officer or nominee given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.

73. Study Time

- (a) The Chief Executive Officer or nominee shall have the power to grant or refuse study time.
- (b) Where the Chief Executive Officer or nominee approves the grant of study time, the grant shall be subject to:
 - (1) the course being a course relevant to the Corporation;
 - (2) the time being taken at the convenience of the Corporation; and

Study time for staff members accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week.

- (c) Study time may be granted to both full and part-time staff members.

Part-time staff members however shall be entitled to a pro-rata allocation of study leave to that of a full-time staff member.

- (d) Study time may be used for:
 - (1) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (2) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or private study; and/or accumulation, subject to the conditions specified in subclauses (f) to (j) of this clause in this Award.

- (e) Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:

- (1) Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- (2) Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- (3) Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses (f) to (i) of this clause in this Award.

- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.

- (g) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off may be taken at a time convenient to the staff member and Corporation bearing in mind the academic requirements.

- (h) Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (i) Where a staff member is employed after the commencement of the academic year, weekly study leave may be granted with the option of electing to accrue study leave from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- (j) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (k) Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week.

Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.

- (l) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- (m) Repeated subjects - Study time shall not be granted for repeated subjects.
- (n) Expendable grant - Study time if not taken at the nominated time shall be forfeited.

If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.

- (o) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (p) The period granted as examination leave shall include:
 - (1) time actually involved in the examination;
 - (2) necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one-year.

Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.

- (q) The examination leave shall not be granted for deferred examinations and in respect of repeat studies.

74. Study Leave

- (a) Study leave for full-time study is granted to assist those staff members who win scholarships / fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (b) All staff members are eligible to apply and no prior service requirements are necessary.
- (c) Study leave shall be granted without pay, except where the Chief Executive Officer or nominee approves financial assistance.
- (d) The extent of financial assistance to be provided shall be determined by the Chief Executive Officer or nominee according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

- (e) Where financial assistance is approved by the Chief Executive Officer or nominee for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (f) Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this subclause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation scholarship to encourage participation in these courses or programmes.

The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

75. Trade Union Activities Regarded as on Duty

A trade union delegate will be released from the performance of normal Corporation duties when required to undertake any of the activities specified below. While undertaking such activities the trade union 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 Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before -
 - (1) meetings with management;
 - (2) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and
 - (3) any other meeting with management,
 by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;
- (e) Appearing as a witness before the Government and Related Employees Appeal Tribunal;
- (f) Representing their trade union at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- (g) Presenting information on the trade union and trade union activities at induction sessions for new staff members of the Corporation; and
- (h) Distributing official trade union 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.

76. Trade Union Activities Regarded as Special Leave

The granting of special leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below: -

- (a) annual or biennial conferences of the delegate's union;
- (b) meetings of the union's Executive, Committee of Management or Councils;

- (c) annual conference of Unions NSW (formerly the Labor Council of NSW) and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by Unions NSW (formerly the Labor Council of NSW) involving a public sector trade union, which requires attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the trade union;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 75, 76 and 77 of this award apply.

77. Trade Union Training Courses

The following training courses will attract the grant of special 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 Chief Executive Officer or nominee and the relevant trade union under a local arrangement pursuant to the Local Arrangements clause of this award.
- (b) courses organised and conducted by the Trade Union Education Foundation or by the member's trade union or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) all travelling and associated expenses being met by the staff member or his/her union;
 - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.

78. Conditions Applying to on Loan Arrangements

Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- (a) meetings interstate or in NSW of a Federal nature to which a representative or member has been nominated or elected by the union:
 - (1) as an Executive Member; or
 - (2) a member of a Federal Council; or
 - (3) vocational or industry committee.
- (b) briefing counsel on behalf of the union;
- (c) assisting union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of their trade union;
- (d) country tours undertaken by a member of the executive or Council of the trade union;
- (e) taking up of full time duties with the trade union if elected to the office of President, General Secretary or to another full time position with the trade union.

- (f) financial arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to his/her trade union:-
 - (1) the Corporation will continue to pay the delegate or an authorised union representative whose services are on loan to their trade union;
 - (2) the Corporation will seek reimbursement from the trade union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (3) Agreement with the trade union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive Officer or nominee and the trade union.
- (g) Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- (h) Limitation - On loan arrangements may apply to full-time or part-time staff members and are to be kept to the minimum time required. Where the trade union needs to extend an on loan arrangement, the trade union shall approach the Chief Executive Officer or nominee in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (i) Where the Chief Executive Officer or nominee and the relevant trade union cannot agree on the on loan arrangement, an agreed third party shall be used to assist in the matter.

79. Period of Notice for Trade Union Activities

The Chief Executive Officer or nominee must be notified in writing by the trade union 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.

80. Access to Facilities By Trade Union Delegates

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

- (a) telephone, facsimile and, where available, E-mail facilities;
- (b) a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
- (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant trade union.

81. Responsibilities of the Trade Union Delegate

Responsibilities of the trade union delegate are to:

- (a) establish accreditation as a delegate with the union 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 union business;
- (e) account for all time spent on authorised union business;

- (f) when special leave is required, to apply for special leave in advance;
- (g) distribute union literature/membership forms, under local arrangements negotiated between the Chief Executive Officer or nominee and the relevant trade union; and
- (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

82. Responsibilities of the Trade Union

Responsibilities of the Trade Union are to:

- (a) provide written advice to the Chief Executive Officer or nominee about a Trade Union 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 subclause (c) of clause 83;
- (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (e) apply to the Chief Executive Officer or nominee well in advance of any proposed extension to the "on loan" arrangement; and
- (f) assist the workplace management in ensuring that time taken by the union delegate is accounted for and any facilities provided by the employer are used reasonably and properly.
- (g) advise employer of any leave taken by the trade union delegate during the on loan arrangement.

83. Responsibilities of Workplace Management

Where time is required for union 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 union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (b) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the trade union to arrange representation at the session;
- (c) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (d) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management;
- (e) re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- (f) where a union activity provided under this clause needs to be undertaken on the trade union delegate's rostered day off or during an approved period of flex leave, to apply the provisions of subclause (e) of this clause.
- (g) to continue to pay salary during an "on loan" arrangement negotiated with the relevant union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;

- (h) to verify with the union the time spent by a union delegate or delegates on union business, if required; and
- (i) if the time and/or the facilities allowed for union activities are thought to be used unreasonably and/or improperly, to consult with the trade union before taking any remedial action.

84. Right of Entry Provisions

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

85. Travelling and Other Costs of Trade Union Delegates

- (a) Except as specified in subclause (c) of clause 83, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by their union.
- (b) In respect of meetings called by the workplace management in terms of subclause (c) of clause 83, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under the Allowances clause of this award.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the Corporation, in respect of union activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Corporation by the Trade Union or the staff member.

86. Industrial Action

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

87. Consultation and Technological Change

- (a) There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the trade unions represented in the Corporation.
- (b) The Corporation shall consult with the relevant trade union prior to the introduction of any technological change.

88. Deduction of Union Membership Fees

- (a) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (b) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the employer shall deduct union fortnightly membership fees from the pay of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorised the employer to make such deductions.

- (d) Monies so deducted from staff member's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to staff members' union membership accounts.
- (e) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where a staff member has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

89. Protective Clothing

- (a) This clause only applies where a staff member is not already eligible for an allowance under another industrial instrument or an annualised allowance under this Award.

- (1) Uniform, etc. provided by the Corporation:

A staff member who is required or authorised by the Chief Executive Officer or nominee to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Corporation with such clothing and shall be paid an allowance at the rate specified in Item 7 of Table 2, Part B Monetary Rates for laundering the uniform or protective clothing.

- (2) Uniform, etc. provided by the staff member:

Subject to prior approval, where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

90. Flexible Work Practices

- (a) 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.
- (b) 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 Union.

91A. Salary Sacrifice for Superannuation

- (a) 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. In this clause "superannuable salary" means the staff member's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.
- (b) Where the staff member has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
 - (ii) any allowance, penalty rate, payment for unused entitlements, weekly worker's 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) Subject to the Corporation's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of the relevant Clause above, 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:
 - (i) The *Police Regulation (Superannuation) Act 1906*;
 - (ii) The *Superannuation Act 1916*;
 - (iii) The *State Authorities (Superannuation) Act 1987*;
 - (iv) The *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) The *First State Superannuation Act 1992*.

The Corporation must ensure that the amount of any additional employer superannuation contributions specified in the relevant sub-clause above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.

- (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 sub-clause (d) above, 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.
- (g) 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.

91B. Salary Sacrifice - General

- (a) A staff member may, subject to the agreement of the Corporation, sacrifice a portion of the salary for purposes other than superannuation where approved by the Corporation.
- (b) Any agreement shall be cost neutral to the Corporation.

92. Probation

- (a) All new staff members appointed to positions with the Corporation shall in the first instance, be appointed on a probationary basis for a period of up to three months.
- (b) The probation period may be varied, extended for a further period to a total of six months, or waived at the discretion of the Chief Executive Officer or nominee.
- (c) Under normal circumstances the probationary period may only be extended on a one off basis.

93. Performance Management

The work performance of a staff member shall be managed in accordance with the Corporation's Performance Management and Development System, Policy and Procedures.

94. Managing Unsatisfactory Performance Or Misconduct

- (a) Where the work performance of a staff member is evaluated as being unsatisfactory after appropriate counselling, or where through misconduct the Corporation Policies, Procedures or Code of Ethics and Conduct are breached, appropriate action shall be taken in accordance with the Corporation's Managing Unsatisfactory Performance or Misconduct Policy.
- (b) Nothing in this clause limits the rights of the Corporation to summarily dismiss a staff member for serious and wilful misconduct.

95. Grievance and Dispute Resolution Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Corporation if required.
- (b) A staff member is required to notify in writing their immediate Supervisor as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate Supervisor, the notification may occur to the next appropriate level of management.
- (d) The immediate Supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate Supervisor, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter.
- (f) The person at the next level of management shall respond within two (2) working days, or as soon as practicable.
- (g) The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- (h) Either party may request a mutually agreed mediator to assist in the resolution of the matter.
- (i) If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (j) A staff member, at any stage, may request to be represented by their Union or Agent.
- (k) The staff member or the Union or agent on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (l) The staff member, Union, Agent and Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (m) Whilst the procedures outlined in subclauses (a) to (l) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

96. Redundancy

Where a staff member is made redundant, or accepts an offer of voluntary redundancy, the entitlements and services available shall be as prescribed by the Corporation's Managing Displaced Staff Policy.

97. Anti-Discrimination

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

NOTES -

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

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

98. Savings and Transitional

No staff member shall be disadvantaged by the introduction of this award.

99. 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 and during the term 1 July 2008 to 30 June 2010.

100. Relationship to Other Awards

- (a) This award may 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.
- (b) 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.

101. 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.

102. Family Provisions

- (a) 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).

- (b) Right to request

- (1) A staff member entitled to parental leave may request the employer to allow the employee:

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

to assist the staff member in reconciling work and parental responsibilities.

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

- (3) Staff member's request and the Corporation's decision to be in writing

The staff member's request and the Corporation's decision made under subparagraphs (b)(1)(ii) and (b)(1)(iii) must be recorded in writing.

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

Where a staff member wishes to make a request under subparagraph (b)(1)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the staff member is due to return to work from parental leave.

- (c) Communication during parental leave

- (1) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation 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 staff member held before commencing parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (2) The staff member shall take reasonable steps to inform the Corporation about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part-time basis.
 - (3) The staff member shall also notify the employer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph (c)(1).

103. Secure Employment - Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (1) 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.
 - (2) 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):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) 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;
 - (3) 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
 - (4) 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 clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) 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 clause 95, Grievance and Dispute Resolution Procedures, of this award.

104. Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Waste Recycling and Processing Corporation (Salaries and Conditions of Employment 2006) Award published 11 August 2006 (360 I.G. 444) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 11 December 2008.

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

PART B

MONETARY RATES

Table 1 - Salaries

Salary rates apply from the first full pay period to commence on or after the dates specified:

	Year	1 Jul 2008 (\$ per annum)	1 Jul 2009 (\$ per annum)
Administrative & Clerical WSN Officer General Scale	1	28,513	29,653
	2	34,486	35,866
	3	37,169	38,655
	4	38,185	39,712
	5	39,801	41,393
	6	40,523	42,143
	7	41,526	43,187
	8	43,061	44,784
	9	44,621	46,406
	10	46,270	48,120
WSN Officer Grade 1	1	48,819	50,771
	2	50,255	52,265
WSN Officer Grade 2	1	51,655	53,721
	2	53,072	55,195
WSN Officer Grade 3	1	54,577	56,760
	2	56,221	58,470
WSN Officer Grade 4	1	57,979	60,298
	2	59,759	62,150
WSN Officer Grade 5	1	64,427	67,004
	2	66,458	69,116
WSN Officer Grade 6	1	69,062	71,825
	2	71,087	73,931
WSN Officer Grade 7	1	73,217	76,146
	2	75,405	78,421
WSN Officer Grade 8	1	78,548	81,690
	2	81,045	84,287
WSN Officer Grade 9	1	83,462	86,801
	2	85,805	89,237
WSN Officer Grade 10	1	89,312	92,885
	2	91,972	95,651
WSN Officer Grade 11	1	96,531	100,392
	2	100,624	104,649
WSN Officer Grade 12	1	106,924	111,201
	2	111,636	116,101

Senior Officer			
WSN Senior Officer Level 1	1	124,915	129,912
	2	134,597	139,981
WSN Senior Officer Level 2	1	136,875	142,350
	2	146,525	152,386
WSN Senior Officer Level 3	1	151,430	157,487
	2	166,225	172,874

Table 2 - Allowances

Item No	Clause No	Description	Amount \$
1	33	Capital cities and high cost country centres (see list in item 2)	
1	33	Breakfast	20.20
1	33	Dinner	38.95
1	33	Lunch	22.65
		Tier 2 (see list in item 2) and other country centres	
1	33	Breakfast	18.05
1	33	Dinner	35.60
1	33	Lunch	20.65
2	45(2)(a)	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
2	45(2)(a)	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 (Vic)	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

2	45(2)(a)	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
		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
2	45(2)(a)	Other country centres	170.75
	45(2)(b)	Incidental expenses when claiming actual expenses - all locations	15.45
	45(5)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate

5	51(e)	Casual rate	
		Engine capacity- 2601 cc and over	29.5
		1601cc- 2600 cc	27.4
		1600cc or less	23.1
		Motor cycle allowance	
		Normal business	36.4
		During transport disruptions	18.3
		Towing trailer or horse float	10.7
		Transport allowance	
		Engine capacity- Over 1600cc	35.4
		1600cc and under	29.6
		Camping Equipment Allowance	Per night
		Bedding and sleeping bag	24.9
			4.15
		Remote areas -	Per annum
		With dependants	
		- Grade A	1,597
		- Grade B	2,118
		- Grade C	2,829
		Without dependants	
		- Grade A	1,114
		- Grade B	1,485
		- Grade C	1,982
		Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$39.35
		Other transport - With dependants	Actual reasonable Expenses in excess of \$39.35 and up to \$263.70

		Other transport - Without dependants	Actual reasonable Expenses in excess \$39.35 and up to \$130.20
		Rail travel	Actual fare less \$39.35
		Insurance cover	Up to \$A1,173.00
		Exchanges	Actual cost
		Room at home used as office	728.00 per annum
6	30(b)	On-call allowance	73 cents per hour
		Flying allowance	15.60 per hour
7	89(a)(1)	Laundry allowance	3.85 per week
		Garage and carport allowance	Per annum
		Garage allowance	515.00
		Carport allowance	114.00
		Community Language Allowance Scheme	Per annum
		Base Level Rate	1,036.00
		Higher Level Rate	1,556.00
8	40(a)	First aid allowance	Per annum
		Holder of basic qualifications	666.00
		Holder of current occupational first aid certificate	1002.00
		Overtime meal allowances	
9	32(a)	Breakfast	22.60
9	32(a)	Lunch	22.60
9	32(a)	Dinner	22.60
9	32(a)	Supper	8.70

D.W. RITCHIE, Commissioner

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