

SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2012 - 2013

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Catchment Authority.

(No. IRC 818 of 2012)

Before The Honourable Justice Walton, Vice-President

2 August 2012

AWARD

Clause No. Subject Matter

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PART I - APPLICATION AND OPERATION OF AWARD

1. Statement of Intent

- (a) Parties to this Award have the mutual intent to create work place and employment conditions that are consistent with the objectives of the Employer, Unions representing employees, the Employer's partners and other stakeholders.
- (b) The parties are committed to continuous improvement in the workplace. This award provides the framework for ongoing organisational reform in order to achieve the objectives of the Sydney Catchment Authority (SCA).
- (c) In achieving these objectives the Employer acknowledges the role of unions to represent their members and their industrial interests in conferring on the change process, together with the valuable contributions the unions and employees make to improve efficiency and business performance.
- (d) The Award recognises that the size, skills and scope of the workforce, will be determined by the SCA's needs in consultation with the parties to the Award.
- (e) The Award operates in conjunction with the relevant legislation, as amended from time to time, including:
 - (i) *Sydney Water Catchment Management Act 1998*
 - (ii) *Work Place Injury And Illness Management Act 1998*
 - (iii) *Work Health and Safety Act 2011 NSW*
 - (iv) *Anti-Discrimination Act 1977*
 - (v) *New South Wales Industrial Relations Act 1996*, and
 - (vi) Any other relevant legislation that may apply to the SCA.
- (f) This Award, in accordance with the commitments made, reflects the agreement reached between the parties on processes and terms and conditions that will produce mutually desirable outcomes of improved performance, appropriate conditions of employment, flexible work arrangements, administrative efficiencies and cost benefits to the SCA. The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial relations Commission or any other tribunal.

2. Title, Application and Duration

2.1 Title

- (a) This Award shall be known as the Sydney Catchment Authority Consolidated Award 2012-2013.

2.2 Application

- (a) This Award is binding on:
 - (i) The Employer in respect of its employees, except those employees who occupy positions designated by the Employer as Members of the Executive;
 - (ii) The Australian Services Union of New South Wales; and
 - (iii) The Association of Professional Engineers Scientists and Managers Australia, NSW Branch.

2.3 Commencement and duration

- (a) This Award shall take effect from the 1 July 2012 and shall remain in force thereafter for a period of 12 months.
- (b) The award rescinds and replaces the Sydney Catchment Authority Consolidated Award 2011-2012 published 31 August 2012 (374 I.G. 757).

3. Definitions

- (a) "Authorised employee" refers to an employee holding or performing the duties of a specific office/position that is authorised to exercise decisions in accordance with the SCA Authorisations Manual, as amended from time to time"
- (b) "Chief Executive" means the person occupying the position of Chief executive established pursuant to Part 2 clause 9 of the Act
- (c) "Group General Manager" refers to the occupant of a position designated as Division Manager under the SCA Authorisations Manual
- (d) "Employer" means the Sydney Catchment Authority Division of the Government Service of New South Wales and includes reference to the Chief Executive or a person authorised for the purpose by the Chief Executive
- (e) "Employee" means permanent and temporary employees, whether full-time or part-time, unless otherwise stated in the Award
- (f) "FACS" means Family and Community Service
- (g) "LWOP" means leave without pay
- (h) "Manager" means a person occupying the position identified in the employee's Position Description as "Positional Title of Supervisor" or "Accountable"
- (i) "Previous Award" means the Sydney Catchment Authority Consolidated Award 2008
- (j) Flexiday means approved Days Off
- (k) "Recognised office" means all premises occupied by the Employer other than temporary construction site accommodation erected on a construction site for the exclusive use of a construction workforce and includes a location the employee is specifically attached to for a period of one (1) month or more
- (l) "SCA" means the Sydney Catchment Authority constituted under the Act
- (m) "The Act" means the *Sydney Water Catchment Management Act 1998*, as amended from time to time
- (n) "TRP" means Total Remuneration Package comprising cash salary and compulsory superannuation contribution.

- (o) "Unions" mean the Australian Services Union of NSW and the Association of Professional Engineers, Scientists and Managers Australia, NSW Branch.

4. 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, responsibilities as carer and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure described in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions in 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 provisions of this Award, which, by its terms or operation, has direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) Offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - (iv) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (f) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (g) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- (h) "Nothing in the Act effects 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."

PART II - EMPLOYMENT RELATIONSHIP

5. Employment

5.1 Status of employment

5.1.1 Permanent employees

- (a) The basis of employment will be
 - (i) Full-time, or
 - (ii) Part-time.
- (b) All employees covered by this Award will be appointed by the Employer and work where nominated from time to time by the Employer.

- (c) Employees will be required to perform the full range of related work activities equivalent to their appointed position and field of employment. Employees may also be required to perform the duties of a lesser nature. While employees may be required to perform 'lower duties', this principle is not to be used as a means of deskilling any individual or group.

5.1.2 Casual employees

- (a) Engagement
 - (i) A person may be engaged as a casual employee on an hourly basis to carry out:
 - (A) Work that is irregular and intermittent,
 - (B) Work on a short term basis, in an area requiring flexible work arrangements;
 - (C) Work of a position for a short period pending the completion of the selection process for the position;
 - (D) Urgent work or to deal with an emergency.
- (b) Pay and conditions
 - (i) Casual employees have no entitlement to any of the provisions contained in this Award other than those contained in this clause.
 - (ii) Casual employees are paid for hours engaged and worked.
 - (iii) The hourly rate paid to a casual employee will be the hourly rate paid for a similar full-time job.
 - (iv) Casual employees will be paid a loading on the appropriate hourly rate of pay for ordinary hours worked:
 - (A) 20% for work performed on Mondays to Fridays (inclusive);
 - (B) 50% for the first 4 hours worked on Saturday, then 100% thereafter;
 - (C) 100% for work performed on Sundays; or
 - (D) 150% for work performed on Public Holidays.
 - (v) Payment of this loading in sub clause (iv) will be in lieu of all other entitlements specified in this Award. The loading specified in this clause is in recognition of the casual nature of the employment and compensate the employee for all leave except long service leave, and all incidence of employment, except overtime.
 - (vi) Casual employees shall be paid overtime for work performed:
 - (A) In excess of seven (7) consecutive hours (excluding meal breaks); or
 - (B) In excess of 35 hours in a week.
 - (vii) Overtime rates will be paid in accordance with subclause 20.3 - Overtime, with payments are based on the hourly rate applicable to the day on which work performed plus 20% loading set out in (iv) (A) above.
 - (viii) Where the period of engagement on any one day exceeds five (5) hours an unpaid meal break of at least half an hour must be taken.

- (ix) Casual employees are entitled to long service in accordance with clause 28 - Long Service Leave, of this Award.
- (x) Casual shall also receive the following entitlements:
 - (A) Personal Carers' and Bereavement entitlement in accordance with schedule 4 of this award; and
 - (B) Unpaid parental leave in accordance with Schedule 5
- (c) Termination
 - (i) The engagement of a casual employee may be terminated without notice.
- (d) Secure Employment
 - (i) Term and conditions set out in Schedule 3 apply for secure employment for casuals.

5.1.3 Temporary employees

- (a) Temporary employees
 - (i) Are engaged for a limited and specified amount of time to work for a defined period where there will be no on-going need for either the person or the position; and
 - (ii) The engagement may be either full-time or part-time.
- (b) Temporary employees are entitled to the provisions contained in this Award provided if employment or a part of the employment is for a period less than twelve (12) months, entitlements will be on a pro-rata basis.
- (c) The Employer may terminate the engagement of a temporary employee by giving two (2) weeks' notice or two weeks' pay in lieu of notice.

5.1.4 Part-time employees

- (a) Employment on a permanent part-time basis
 - (i) A permanent part-time employee is an employee who is appointed to a position to work hours which are less than the average weekly hours worked by full-time employees.
 - (ii) The terms of the employment regarding hours of work will be as stated in the letter of appointment.
 - (iii) An employee who has been employed on a permanent part-time basis has no right to convert to full-time employment.
 - (iv) A permanent part time employee shall be entitled to all benefits accruing to a full time employee under the Award on a pro rata basis for all hours worked at ordinary time rates.
- (b) Employee initiated conversion to part-time employment

- (i) Subject to sub-clause 32.2.2 - Maternity Leave, Right of return to former position, the employee may initiate conversion to part-time employment in the employee's substantive position.
 - (ii) Conversion to part-time work arrangement is subject to approval by the relevant authorised employee.
 - (iii) The employee has a right to revert to full-time employment in the employee's substantive position before or at the end of 12 months working part-time by giving four (4) weeks' notice.
- (c) Conditions attached to working under a part-time work agreement
- (i) The daily hours and days of the week to be worked under a part-time work agreement and the length of the arrangement must be agreed in writing between the employee and the authorized employee.
 - (ii) The ordinary daily hours will be worked Monday to Friday but are not restricted by the ordinary working hours provisions at sub-clause 17.3.
 - (iii) No agreement shall permit a minimum start of less than three (3) continuous hours except in cases where it is agreed that there be a start of two (2) continuous hours on 2 or more days per week provided that:
 - (A) A two (2) hour start is sought by the employee to accommodate the employees personal circumstances which must be specified in the agreement; or
 - (B) The place of work is within a distance of 5km from the employee's place of residence.
 - (iv) An Employer may request an employee working under a part-time work agreement to work for longer than the hours agreed under the part-time work agreement under subclause 5.1.4(c)(i) in accordance with the provisions of subclause 20 Overtime. These additional hours shall be paid at ordinary time rates unless the additional hours fall into one of the categories below:
 - (A) If the hours worked in a week exceed 35 hours; or
 - (B) If the additional hours fall outside the usual span of hours; or
 - (C) Where work is performed on a Saturday/Sunday or Public Holiday irrespective of the weekly hours worked

in which case payment will be made at the rate prescribed in subclause 20.3 - Overtime.
 - (v) An employee may request to vary a part-time agreement at any time. A request for the variation of a part-time agreement will be considered on the same basis as the initial approval.
 - (vi) The hourly rate paid to a part-time employee will be the hourly rate for a similar full-time job.
 - (vii) Part-time employees will be subject to clause 15 - Performance Management System, of this Award
 - (viii) Part-time employees will be eligible, on a pro-rata basis for all leaves prescribed in this Award.

- (ix) Leave will be calculated on the basis of the proportion of hours scheduled per week to the full-time hours of work per week, i.e.

$$\frac{\text{part-time hours}}{\text{full-time hours of leave in hours}} \times \text{full-time annual entitlement} = \text{P/T annual leave entitlement (in hours)}$$

- (x) Any leave approved to cover the absence of a part-time employee will be debited on an hourly basis or part thereof to reflect the actual time taken off work.
- (xi) Where an employee has worked both full and part-time, the leave entitlement will be paid on the proportion of part-time and full-time service during the relevant period.
- (xii) Public holidays will only be paid if the employee was scheduled to work on the public holiday and in accordance with clause 25 Public holidays.

5.2 Appointment on probation

- (a) An employee appointed to a position under sub-clauses 5.1.1, 5.1.3 or 5.1.4(a), will be appointed on probation.
- (b) Probation will be a period of 3 months. This period may be extended once but will not exceed 6 months.
- (c) The employee will be subject to the provisions of clause 15 - Performance Management System, in assessing satisfactory performance.

5.3 Medical examinations

A person will not be eligible for appointment unless that person has, as required by the Employer, passed an examination of medical fitness by a qualified medical practitioner nominated by the Employer

5.4 Payment of money owing to the employee in case of death

5.4.1 Payment of unpaid monies

- (a) For the purposes of sub-clause 5.4, the term "employee" includes a casual employee.
- (b) Any outstanding pay will be paid into the deceased employee's nominated bank, building society or credit union account as per normal pay.
- (c) All unpaid monies other than pay will be paid as follows:
 - (i) Where the unpaid monies owed by the Employer are in excess of \$15,000, such monies will be paid to the Executor or Administrator of the deceased's estate. This will only be done on the production of Grant of Probate or Letters of Administration.
 - (ii) Where the unpaid monies owed by the Employer do not exceed \$15,000, the Employer may agree to make payment through the Executor or Administrator of the deceased's estate without Grant of Probate or Letters of Administration.
 - (iii) Where the unpaid monies owed by the Employer do not exceed \$15,000, the Employer may agree to make payment to other than the Executor or Administrator of the deceased's estate. In such cases, the Employer may require the person to whom the payment is made to demonstrate a legal entitlement to the money and to provide a written indemnity to the Employer stating that they will indemnify the Employer in relation to any claims made against the Employer in relation to the money paid.

5.4.2 Advance payments

- (a) Up to \$5,000 may be advanced prior to the production of all documentation referred to above, provided the Employer is reasonably assured that the payment is being made to the legal spouse or de facto partner or other person who can demonstrate a legal entitlement to money owing to the deceased.

5.5 Advice of absences

- (a) Employees who are absent on any day for reasons other than a pre-arranged absence must advise their Manager as soon as practicable on that day and where possible before normal starting time, of the estimated duration of the absence and the type of leave that will be taken.

5.6 Abandonment of employment

- (a) Subject to sub-clause (b) below, employees who are absent from work for a continuous period exceeding 5 working days without notification to the Employer may be regarded as having abandoned their employment.
- (b) After the five days referred to in sub-clause (a) above, the Employer will notify such employees in writing, forwarded to the address last known to the Employer, that
 - (i) If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave;
 - (ii) A period of not less than ten (10) working days will be allowed for the employee to contact the Employer; and
 - (iii) If no response is received by the due date, the employee's employment with the SCA will be terminated.
- (c) If the employee fails to respond, the Employer shall deduct from the pay of the employee the amount equivalent to the period of the absence and their employment will be terminated from the first date of absence.

6. Termination

6.1 Termination by employee

- (a) An employee may terminate his/her employment for any reason by giving two weeks written notice to the Employer.
- (b) If the employee fails to give two (2) weeks notice, two weeks pay will be forfeited.
- (c) Employees who have given notice, and absent themselves for duty without reasons acceptable to the Chief Executive (the onus of providing acceptable reasons lies with the employee) will be deemed to have abandoned employment and will not be entitled to be paid for the period of notice.

6.2 Termination by Employer

- (a) Termination of employment will not be harsh, unjust, or unreasonable.
- (b) The Employer may terminate the employment of a permanent employee by giving four (4) weeks notice. Grounds for termination include but not limited to the following:
 - (i) The employee lacks, or has lost, an essential qualification for performing his or her duties;

- (ii) Non-performance, or unsatisfactory performance, of duties (see clause 15 - Performance Management System);
 - (iii) Inability to perform duties because of physical or mental incapacity;
 - (iv) Seriously unacceptable breach of the Code of Conduct (reference: sub-clause 7.1(a)(i) - Misconduct);
 - (v) Misconduct (reference clause 7);
 - (vi) Criminal offence (sub-clause 7.6);
 - (vii) Any other reason the Chief Executive considers as not harsh, unjust, or unreasonable.
- (c) The Employer may terminate the employment immediately, in which case, the Employer will give four (4) weeks pay in lieu of notice.
- (d) Employees who have been given notice, and absent themselves for duty without reasons acceptable to the Chief Executive (the onus of providing acceptable reasons lies with the employee) will be deemed to have abandoned employment and will not be entitled to be paid for the period of notice.

7. Misconduct

7.1 Definitions

- (a) For the purposes of this Award, misconduct includes, but is not limited to, any of the following:
- (i) A contravention of any provision of policies and procedures applying to employment in the SCA;
 - (ii) Fraud;
 - (iii) Performance of duties in such a manner as to justify the taking of disciplinary action;
 - (iv) Taking any detrimental action (within the meaning of the Protected Disclosures Act 1994) against a person that is substantially in reprisal for the person making a protected disclosure within the meaning of that Act; and
 - (v) Taking any action against another employee that is substantially in reprisal for an internal disclosure made by that employee.
- (b) The subject-matter of an allegation of misconduct may relate to an incident or conduct that happened:
- (i) While the employee concerned was on duty, was not on duty, or
 - (ii) Before the employee was appointed to his or her position or engaged for a set period.
- (c) Internal disclosure means a disclosure made by an employee regarding the alleged misconduct of another employee of the SCA.

7.2 Procedural guidelines

- (a) The Chief Executive may, from time to time, issue amend, revoke or replace procedural guidelines for the purposes of:
- (i) Dealing with allegations of misconduct as a disciplinary matter, and/or
 - (ii) The taking of disciplinary action with respect to employees under this Award.

- (b) In determining the processes, the Chief Executive will have regard to guidelines issued from time to time for the public sector in NSW.
- (c) The procedures will be consistent with the rules for procedural fairness.
- (d) Without limiting subclause (a), the procedures are to ensure that:
 - (i) The employee to whom an allegation of misconduct relates is advised in writing of the alleged misconduct and that the allegation may lead to disciplinary action being taken with respect to the employee; and
 - (ii) The employee is given an opportunity to respond to the allegation.
- (e) A formal hearing involving the legal representation of parties and the calling and cross-examination of witness is not to be held in relation to an allegation of misconduct and the taking of disciplinary action with respect to an employee.
- (f) However, subclause (e) does not prevent the Chief Executive from:
 - (i) Conducting such investigations into an allegation of misconduct as the Chief Executive considers necessary;
 - (ii) Conducting interviews with the employee to whom the allegation relates or with any other person in connection with the matter concerned; or
 - (iii) Taking signed statements from the employee or any such person.

7.3 Dealing with allegations of misconduct

- (a) If an allegation is made that an employee may have engaged in any misconduct, the Chief Executive may:
 - (i) Decide to deal with the allegation as a disciplinary matter in accordance with the SCA procedures; or
 - (ii) Decide that it is appropriate to take remedial action with respect to the employee.
- (b) After dealing with an allegation of misconduct as a disciplinary matter in accordance with the SCA procedures, the Chief Executive may, if he/she is of the opinion that the employee has engaged in any misconduct, decide to take disciplinary action with respect to the employee.
- (c) Before any disciplinary action is taken with respect to an employee under this section, the employee must be given an opportunity to make a submission in relation to the disciplinary action that the Chief Executive is considering taking.
- (d) Even though the Chief Executive decides to deal with an allegation of misconduct as a disciplinary matter in accordance with the SCA procedures, the Chief Executive may, at any stage of the process:
 - (i) Decide to take remedial action with respect to the employee concerned; or
 - (ii) Decide to dismiss the allegation, or decide that no further action is to be taken in relation to the matter, or both.
- (e) A decision under this section by the Chief Executive to take remedial action with respect to an employee does not, if it appears to the Chief Executive that the employee may have engaged in any misconduct while the remedial action is being taken, prevent the Chief Executive from dealing with the alleged misconduct as a disciplinary matter under this section.

- (f) In certain circumstances where an employee appears to have committed a serious breach of conduct and discipline or is subject to criminal proceedings, the particular facts may require immediate action by the Employer prior to the completion of any investigation:
 - (i) Where it is inappropriate for the employee to continue in their usual duties, the first option is to place the employee on alternative duties or duties at another location;
 - (ii) Where such action is inappropriate in the circumstances, the Employer may suspend the employee with or without pay, as appropriate, pending the outcome of the disciplinary process or criminal proceedings:
 - (A) Suspension with pay: where it is considered that the charges are serious enough, or having the employee remain at work would be detrimental to the effective running of the Authority, the employee may be suspended with pay. Suspension with pay will be reviewed at least every 30 days, if applicable.
 - (B) Suspension without pay: In exceptional circumstances, the Employer may suspend the employee from duty without pay. Without limiting the generality of this term, such circumstances would include where the employee is remanded in custody, or has admitted to behaviour that under the circumstances renders the employee unfit to continue in paid employment with the Authority. Suspension without pay will be reviewed at least every 30 days, if applicable.
 - (C) Immediate suspension without pay: Where an employee is convicted of a crime, notwithstanding the availability of an avenue of appeal against the conviction pending final decision whether the employee is retained or dismissed, the Employer will suspend the employee from duty without pay, if the nature of the offence is such that this action is warranted in the public interest or the maintenance of good order and/or discipline. The suspension decision will be reviewed at least every 30 days, if applicable.
 - (D) Summary dismissal: Where it has been established to the satisfaction of the Employer that an employee has been guilty of serious misconduct, the Employer may summarily dismiss without notice.
- (g) If an employee is convicted in New South Wales of an offence that is punishable by imprisonment for twelve (12) months or more, or is convicted elsewhere than in New South Wales of an offence that, if it were committed in New South Wales, would be an offence so punishable, the Chief Executive may:
 - (i) Decide to take disciplinary action with respect to the officer, or
 - (ii) Decide to take remedial action with respect to the officer.

7.4 Misconduct proven

- (a) Where the Employer determines that an employee is guilty of misconduct the employee may be:
 - (i) Dismissed;
 - (ii) Regressed to a lower pay point; or
 - (iii) Subjected to other action as seemed appropriate.
- (b) In the circumstances described in sub-clause (a) above, payment for any period of suspension may be forfeited.

7.5 Misconduct not proven

- (a) Where the Employer finds that an employee suspended without pay for alleged misconduct is not guilty of the alleged misconduct, the employee will receive payment for the period of suspension.

7.6 Report of charges and convictions for serious offences

- (a) An employee who is charged with having committed, or is convicted of, a serious offence must immediately report that fact in writing to the Chief Executive.
- (b) If a Manager has reason to believe that an employee
 - (i) Has been charged with having committed, or has been convicted of, a serious offence; and
 - (ii) Has not reported the matter to the Chief Executive in writing in accordance with sub-clause (a) above,

the Manager must immediately inform the Chief Executive in writing that the Manager has reason to believe that the employee has been charged with having committed, or has been convicted of, a serious offence.

8. Employer’s Right to Deduct Pay and Time Lost

8.1 Through no fault of the Employer

- (a) Where an employee is absent from duty for reasons not entitling payment under this Award, the Employer may deduct from the pay of the employee payment for all time lost to the Employer.
- (b) The Employer may deduct from the pay of an employee all amounts paid in advance for any type of leave where the leave is subsequently not approved or the employee fails to attend a course for which leave was granted.

8.2 Through fault of the Employer

- (a) No deduction will be made for time lost through the fault of the Employer.

8.3 Stand down orders

- (a) The Employer may apply to the Industrial Relations Commission of NSW for stand down orders in accordance with the Industrial Relations Act 1996.

PART III - PAY AND RELATED MATTERS

9. Job Evaluation

- (a) The rate of pay for all positions will be determined by job evaluation.
- (b) The unions are to cooperate in the ongoing implementation of the Cullen Egan Dell (CED) methodology through participation in Job Evaluation Panels.

10. Rates of Pay

- (a) The rates of pay rounded to the nearest dollar, applicable to each Grade shown in Column 1 and pay points shown in Column 2 at Schedule 1 to this Award, reflect the increases specified below:

Date of Salary Variation - to commence on or after	Percentage Increase in rate of pay
1 July 2011	2.5%

- (b) Equivalent rates of pay will be determined as follows:

(i)

$$\text{Hourly rate} = \frac{\text{Daily rate}}{7}$$

(ii)

$$\text{Daily rate} = \frac{\text{Annual rate}}{261}$$

(iii)

$$\text{Weekly rate} = \frac{\text{Annual rate}}{52.2}$$

(iv)

$$\text{Fortnightly rate} = \frac{\text{Annual rate}}{26.1}$$

11. Pay on Appointment

- (a) Employees will be appointed at the minimum pay point for the evaluated Grade for the job.
- (b) The Chief Executive may approve appointment elsewhere within the Grade.
- (c) An employee shall not be paid less than their appointed rate, except where an employee has been regressed as a result of:
 - (i) Continuing unsatisfactory performance (sub-clause 15.3.2 - Performance Management System); or
 - (ii) Disciplinary action (Clause 7 - Misconduct).

12. Payment of Monies Due

- (a) The Employer may make payment, less any deduction as may be authorised by the employee or required by law, by paying the full amount of the balance due into a credit union or bank account of the employee's choice, or by cheque made payable to the employee.
- (b) Monies will only be assigned to accounts that are in the employee's name either singly or jointly.
- (c) Any payments in addition to an employee's appointed rate of pay, made under the provisions of this Award (e.g. overtime, allowances, etc), will be made within the three pay periods (i.e. six weeks).
- (d) No variation will be made to pay unless it is properly authorised in writing by the employee.

13. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

13.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, such request shall not be unreasonably refused ; and
- (c) casual employees, such request shall not be unreasonably refused , and limited to salary sacrifice to superannuation in accordance with subclause 13.12.

13.2 For the purposes of this clause:

- (a) "TRP" means the Total Remuneration Package, comprising cash salary and compulsory superannuation contribution.
 - (b) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 10, Rates of Pay, Schedule 1 to this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (c) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 13.3 By mutual agreement with the Chief Executive, an employee may arrange the annual Total Remuneration Package (TRP) so that it can include the following items:
- (a) Salary;
 - (b) Superannuation;
 - (c) Motor Vehicle leased through the employer (subject to subclause 13.10 below);
 - (d) Transport (cost of annual ticket);
 - (e) Aged care;
 - (f) Mortgage repayments;
 - (g) Rental payments;
 - (h) Health fund premiums;
 - (i) Laptops, e-organisers and briefcases; and
 - (j) Any other benefits as approved by the Chief Executive from time to time.
- 13.4 By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Chief Executive, as listed in subclause 13.3; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Chief Executive for the benefit provided to or in respect of the employee in accordance with such agreement.
- 13.5 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 13.6 The agreement shall be known as a Salary Packaging Agreement.
- 13.7 Except in accordance with subclause 13.12, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 13.8 An employee may request the SCA in writing to reconfigure the annual Total Remuneration Package not more than four times in any one year.
- 13.9 FBT payable in respect of packaging any of the items listed in subclause 13.3 will be charged to the employee.

- 13.10 Unless otherwise approved by the employer, salary packaging of a vehicle arrangement must be cost neutral to the employer. To this end, a salary package may include the following components, each of which will be charged to the employee:
- (a) Annual lease rate;
 - (b) Fleet management fee;
 - (c) Risk insurance charge;
 - (d) Comprehensive insurance;
 - (e) CTP insurance;
 - (f) Maintenance costs;
 - (g) Registration;
 - (h) NRMA membership;
 - (i) Fuel; and
 - (j) FBT.
- 13.11 Obtaining independent taxation and financial advice in relation to packaging arrangements is the employee's responsibility and is encouraged to be obtained prior to entering into a Salary Packaging Agreement.
- 13.12 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the SCA is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the SCA's agreement, paid into another complying superannuation fund.
- 13.13 Where the employee makes an election to salary sacrifice, the SCA shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 13.14 The amount of post compulsory deduction salary which an employee may elect to sacrifice to superannuation is limited to an amount which ensures that the aggregated amounts of employer contributions to accumulation funds (compulsory employer superannuation contributions and additional employer superannuation contributions) do not exceed the employee's maximum deductible aged based limit set by the Australian Tax Office as varied from time to time.
- 13.15 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the SCA must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 13.16 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 13.15 of this clause, the SCA must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the SCA may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 13.17 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 10, Rates of Pay, or Schedule 1 to this Award if the Salary Packaging Agreement had not been entered into.
- 13.18 The Chief Executive may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 13.19 The Chief Executive will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

14. No Assignment of Pay

- (a) An employee's pay will be paid as it falls due with the exception of payments withheld for the purposes of pay equalisation in conjunction with the 19 day lunar month pattern of work.
- (b) No payment shall be made in respect thereof to any person by virtue of any order, document, or instrument whereby an employee may have assigned or attempted to assign their pay.
- (c) Provided that this clause shall not apply in the case of payments made out of the pay of an employee at their request in writing in respect of contributions to:
 - (i) A Union party to this Award,
 - (ii) Contributions to a boarding house or mess establishment on any work,
 - (iii) The payment of rental or other charges to the Employer on account of a cottage rented or purchased from the Employer,
 - (iv) Amounts owing by an employee for safety footwear and/or wearing apparel purchased from or supplied by the Employer,
 - (v) Other payments as agreed by the Employer from time to time.

15. The Performance Management System

15.1 Performance agreements and performance assessment

15.1.1 Performance agreements

- (a) The responsibility for developing FOCUS Performance Agreements using the standard template rests equally with managers and employees.

Performance planning and review meetings under this system will be conducted in June and December of each year. A period of 6 months service must be completed before a staff member is eligible for annual salary progression consideration as set out in (c) below .. To ensure salary progression occurs as set out below, managers will be requested to confirm in writing that there are no performance issues that would prevent the application of an incremental progression.

- (b) In the circumstance, where a performance issue has been identified, the SCA will confirm that the issue is being formally managed in accordance with Clause 15.3 prior to withholding an employee's salary progression
- (c) To be considered for salary progression(within grade) the employee must have occupied the position continuously for more than six months
 - (i) An employee promoted or employed between 1 July and 31 December will be eligible for salary progression (within grade) consideration in the following June, and every June thereafter ; or
 - (ii) An employee promoted or employed between 1 January and 30 June will be eligible for salary progression (within grade) consideration in the following December, and every December thereafter.
- (d) The FOCUS Performance Agreement must express, at the individual employee level, the priorities and outcomes of the SCA Business Plan, the relevant Work Area Business Plan and reflect the accountabilities included in the employee's Position Description. The Performance Agreement must describe expectations to be met including key required outcomes which the employee is to deliver and key performance indicators against which the standard of delivery is to be measured. The Performance Agreement will also include the behaviours by which employees are to conduct their work and contribution to the team with reference to the SCA Code of Conduct.

Copies of the Performance Agreements to be forwarded to the Senior Manager, Workforce Planning to enable monitoring of the system and to ensure agreements are securely stored after each performance cycle

15.1.2 Performance assessment

- (a) Informal feedback
 - (i) Informal feedback and discussion must occur regularly. Such feedback and discussion may be initiated by the employee or Manager, and would be based on the Performance Agreement.
 - (ii) Such informal feedback and discussion does not replace mutual obligations relating to performance management and, depending on the nature of the discussion, may form the basis of procedures contained at sub-clause 15.3.

(b) Formal assessment

- (i) While ongoing and informal feedback and discussion on performance should occur regularly throughout each review cycle, there will be formal assessment points for all award employees every six (6) months.(June or December)

Objectives of the formal assessment at the end of the six (6) month cycle are to:

- (ii) Provide an opportunity for formal feedback based on work expectations and each of the performance indicators specified in the Performance Agreement, including an opportunity for the employee to put their view in writing;
- (iii) Review the Performance Agreement with a view to developing a new Performance Agreement applicable in the next cycle;
- (iv) Provide a realistic assessment of performance against the Performance Agreement;

If necessary, identify the specific action to improve performance; and provide qualitative feedback

The Manager must ensure that performance assessment has occurred consistent with the above objectives and will ensure the FOCUS documentation is forwarded to Workforce Planning and Management within two months of the conclusion of each six month cycle.

In case an employee and the employee's Manager cannot agree on FOCUS goals or performance assessment, the employee, in the first instance, should discuss this with the relevant Group General Manager who will review. On request, a third party of their choice will support the employee.

15.2 Learning agreements

- (a) Learning Agreements are integral part of the SCA's FOCUS Performance Management System. As such, each employee is required to develop and enter into a Learning Agreement with his or her Manager in conjunction with the development of the Performance Agreement, using the template .
- (b) Learning Agreements may include activities related to the broadening of employees' knowledge, capabilities and experience relevant to their current role and also related to future career development.
- (c) Learning Agreements will distinguish between learning activities that the SCA requires employee to undertake and activities that employee wish to undertake. An activity included in the Learning Agreement does not imply that the SCA will pay the cost associated with that activity. Request for Study Assistance will be dealt with under the relevant SCA policy.
- (d) In agreeing to the inclusion of a learning activity in the Learning Agreement, the Manager will consider and allocate appropriate resources. Any activity included in the Learning Agreement will be subject to budgetary constraints.

15.3 Managing poor performance

- (a) Performance issues should be discussed as they occur to ensure the employee is aware of the performance concerns and to ensure corrective action is immediately applied. Management of these issues may occur at any time during the performance planning review cycle

15.3.1 Performance is assessed as Unsatisfactory

- (a) Development of a Performance Improvement Plan
 - (i) Prior to commencing the development of a Performance Improvement Plan the Manager will contact Workforce Planning and Management for advice and guidance
 - (ii) The Manager will advise the employee in writing that performance improvement is required stating expectations and examples of where these have not been met and recording it in the Performance Agreement as an assessment outcome.
 - (iii) Within 7 days of the above notice, the Manager and the employee will be required to discuss the matter and develop a Performance Improvement Plan that includes:
 - (A) Realistic and achievable expectations, and
 - (B) Strategies that are to be implemented within a three month period.
 - (iv) The Performance Improvement Plan must be consistent with the FOCUS Performance Agreement. On request, the employee may be supported by a third party of their choice during the discussions.
 - (v) Consideration will be given to the identification of possible barriers to, and opportunities for achieving sustained performance improvement The employee will be assisted through supportive management and action may include:
 - (A) Counselling and mediation
 - (B) Training
 - (C) Coaching and mentoring
 - (D) Relocation of duties or relocation to other areas;
 - (E) Addressing OHS&R issues
 - (F) Addressing work & life balance.
- (b) End of the Performance Improvement Plan
 - (i) At the end of the three month period the Manager and the employee should review performance and
 - (A) If performance has been improved to a satisfactory level, the normal FOCUS performance cycle continues;
 - (B) If performance remains assessed at an unsatisfactory level, the processes at sub-clause 15.3.2 below will be applied.

15.3.2 Continuing Unsatisfactory performance

- (a) Where an employee's performance is still assessed as "unsatisfactory "at the conclusion of the initial Performance Improvement Plan the employee will receive written advice which details the actions that may occur:
 - (i) In circumstances where there has been some performance improvement but not to the required satisfactory level, the manager will extend the Performance Improvement Plan for a further three months and

- a. The Manager will immediately discuss with the employee the matters in the written advice and the assessment process to ensure all parties are heard on the matter. The employee may be supported by a third party of the employee's choice and;
- b. Discussion may include mitigating circumstances, and setting realistic and achievable expectations in the performance improvement plan and.
- c. At the conclusion of the three month review period, the Manager will advise the Group General Manager on whether or not the employee achieved and sustained a satisfactory level of performance throughout the review period
- d. If performance is improved and sustained , no further action will be taken and the normal performance cycle will resume
- e. If performance has not improved to the required satisfactory standard, the Chief Executive, on advice from the relevant Group General Manager may;
 - i. Reduce an employees pay
 - ii. Terminate the employee's employment or
 - iii. Any other action the Chief Executive considers appropriate.
- ii. In circumstances where there has been no performance improvement to the required satisfactory level, the Chief Executive, on advice from the relevant Group General Manager may;
 - a. Reduce an employees pay
 - b. Terminate the employee employment or
 - c. Any other action the Chief Executive considers appropriate.
 - d. Give consideration to the identification of possible barriers to and opportunities for achieving sustained performance improvement

16. Temporary Relief Arrangements

16.1 Filling temporary vacancies

- (a) Where a vacancy exists, the Employer may, on a temporary basis, make one of the following relief arrangements:
 - (i) Fill the position (full-time or part-time) with the most suitable competent employee from a lower pay point;
 - (ii) Fill the position (full-time or part-time) with the most suitable competent employee from a higher pay point without loss of pay;
 - (iii) Fill the position (full-time or part-time) with an employee at the same pay point, without variation in pay, in order to provide the opportunity for the employee concerned to develop skills;
 - (iv) Assign part or all of the duties to an employee or employees from the same pay point or higher without variation in pay; or
 - (v) Leave the position unoccupied.

- (b) Temporary arrangements are voluntary where being forced to undertake the duties of another position would financially disadvantage an employee.
- (c) Decisions for relief arrangements must be fair, equitable and follow EEO principles. Higher duties opportunities should be shared fairly amongst employees to develop their knowledge, skills and experience to the benefit of both the SCA and employees.

16.2 Rate of payment while on temporary relief

- (a) A relieving employee who performs the duties and takes the responsibilities of the vacant higher position is to be paid a higher duties allowance equal to the difference between the employee's salary payment and the first salary pay point of the higher position.
- (b) Where all duties and responsibilities are not to be performed or the acting period provides an employee with development opportunity the proportion of higher duties allowance can be varied to be commensurate with the proportion of duties to be undertaken subject to agreement with the employee prior to the commencement of the acting period.
- (c) During the acting period where a staff member has received less than the full amount of the higher duties allowance the manager may elect to pay a higher or the full amount than the agreed percentage where they have determined that the staff member undertook more functional responsibilities than initially agreed.

16.3 Conditions

- (a) The employee shall receive payment under sub-clause 16.2 if a period of acting in higher duties is five (5) consecutive working days or longer.
- (b) If the period of acting is 5 consecutive days, if the relieving employee takes leave during the period of 5 days, then no payment is payable.
- (c) If the period of acting is five (5) consecutive days and it includes a public holiday or a day where the substantive occupant of the position is on a Flexiday that has been approved four weeks in advance, the relieving employee will be paid higher duties for the whole period.
- (d) If the period of relief is for a period of more than five (5) consecutive working days, then any leave taken during such acting period is to be paid at the rate applicable to the position in which relief is being provided, unless such leave exceeds five (5) consecutive working days.
- (e) Employees who have acted for a continuous period of twelve (12) months or longer in the same higher graded position and who, due to extraordinary circumstances, continue to act in that position are entitled to be paid at the higher rate for all leave taken after the continuous period of twelve (12) months.

16.4 Progression

- (a) If the period of acting in the higher position is for a continuous period of twelve (12) months or longer, the employee so acting may progress subject to the provisions of clause 15 - Performance Management System.
- (b) If an employee progressed in accordance with sub-clause (a) above, on return to the employee's substantive position the employee will be progressed within the Grade to the pay point one higher than the employee's pay point prior to the commencement of the acting arrangement.
- (c) Employees who have been promoted to the vacant position and are receiving payment for higher duties pending completion of appointment action should continue to receive the higher payment during all paid leave.

PART IV - HOURS OF WORK AND RELATED MATTERS

17. Hours of Work

17.1 Purpose

- (a) The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
- (b) The standard working hours will be those necessary for the completion of routine work and this clause.
- (c) The Employer agrees that workloads should be capable of being completed during normal working hours.
- (d) An employee will not be allocated an unreasonable or excessive workload.
- (e) It will be the duty of the employer to ensure that staffing levels are adequate and that vacancies are filled promptly.
- (f) Where overtime or workloads are identified as excessive this will lead to an assessment of the area. This may result in the need to change the amount of work undertaken and/or staffing levels within that area. This assessment will be reported to the Unions and parties will enter into consultation.
- (g) Reasonable overtime is defined in clause 20.1

17.2 Usual spread of hours

- (a) Ordinary working hours will fall within the usual spread of hours of 7.00 am and 6.00 pm.

17.3 Ordinary hours of work

- (a) The ordinary hours of work of full-time employees is an average of 35 hours per week Monday to Friday inclusive, worked between the usual spread of hours.

17.4 Eligibility - Flexitime

The SCA is committed to providing flexible work practices to ensure that staff are provided with flexibility in balancing work/life approaches.

A flexible approach to hours of work will be adopted provided that the business needs of the SCA are met. The Guideline for Flexible Work Arrangements is established whereby individual staff may select their starting and finishing times, subject to the convenience of the SCA, its business needs and work demands.

- (a) Employees shall work under the SCA's Guideline for Flexible Work Arrangements.
- (b) All full time permanent and temporary award staff (excluding casual staff) will be able to work under the Guideline for Flexible Work Arrangements within the standard bandwidth (or variable bandwidth as approved by the manager).
- (c) An employee will revert to working standard hours if: It is evident that the staff member is not correctly applying and observing the conditions under the flexible work arrangements. A three (3) month review period will be applied for the Supervisor to support the staff member reverting back to the provisions of flexitime.

17.5 Purchased Leave

Employees will have access to Purchased Leave of up to four (4) weeks per calendar year covered by the conditions set out in the SCA's Purchased Leave Guideline

17.6 Work Arrangements

- (a) An employee working flexitime may, subject to business requirements determined by the SCA, commence duty at any time between 7.00 am and 10.00 am and cease duty any time between 3.00 pm and 6.00 pm. Time sheets are to be completed each working day using the SCA's Time Recording System (TRS).
- (b) Employees are entitled to work their standard daily contract hours (i.e. seven (7) hours). An employee is entitled to work additional time each day (subject to work being available and supported by their supervisor) so they can access up to two (2) flexidays per settlement period
- (c) The maximum number of hours that can be recorded as being worked by the employee is ten (10) hours per day (exclusive of lunchbreaks).
- (d) The minimum an employee must work each day is 3 1/2 hours, unless on approved leave.
- (e) An approved lunch period of not less than 30 minutes is to be taken each working day between 11.00 am and 2.00 pm, unless the employee's manager has agreed prior to the lunch break being taken that the employee may take their lunch break at an alternative time
- (f) An employee may be required to work standard hours if flexitime conditions are not being observed and correctly applied as set out in Clause 17.4 (c).

17.7 Bandwidth and Coretime

17.7.1 Bandwidth

- (a) Bandwidth is the span of hours during the working day when an employee may record the time they have worked. The Bandwidth commences at 7.00 am and concludes at 6.00 pm, excluding the lunch period.
- (b) Time worked outside of the bandwidth period does not count towards accumulated hours.
- (c) Time worked outside of the bandwidth period at the direction of the SCA does not count towards the accumulation of hours and the period is payable as overtime as set out in Clause 20.3 of this Award. .

17.7.2 Core hours and attendance

- (a) Coretime is the specified period during the working day when all staff are required to be on duty unless they are on authorised/approved leave.
- (b) Employees must:
 - (i) Commence work at the approved time; and
 - (ii) Be on duty between the hours of 10.00 am and 3.00 pm (excluding lunch time) unless on approved leave.
- (c) Where an employee commences work after 10.00 am, the employee must apply for recreation leave or have flexiday entitlements reduced to cover the period of absence. Where no recreation leave or flexiday entitlements are available to the employee, the employee must take leave without pay.

17.8 Taking Flexidays

- (a) Where business requirements support hours of work undertaken, employees may elect to take two full flexidays (of equivalent ½ days) during the four week settlement period, provided that at the end of the settlement period the employee does not exceed ten hours in debit after balancing the required contracted 140 working hours for the settlement period.

17.9 Banked Flexidays

- (a) Subject to sub-clause 17.8, an employee's banked flexidays shall not exceed:
 - (i) Four (4) banked flexidays.

17.10 Variation of hours

- (a) The Employer may vary starting and ceasing times to meet operational requirements in cases where work cannot be carried out during the usual spread of hours of 7.00 am and 6.00 pm.
- (b) Employees whose starting and ceasing times have been varied by the Employer will be entitled to a loading of:
 - (i) 25% for those hours worked outside the usual spread of hours; or
 - (ii) 50% for those hours worked outside the usual spread of hours if work is required to start before 5.00 am or finishes after 8.00 pm.
- (c) The loading specified in sub-clause (b) shall not apply where the variation has been made by mutual agreement between the Employer and the staff member concerned.

18. Meal Breaks

18.1 Monday - Friday

- (a) Employees will be allowed a mid-day meal break of not less than 30 minutes without pay.
- (b) No employee will be required to work for more than five (5) hours on any day without a break for the "midday" meal, unless the requirements of the work make it impracticable to allow such break before five (5) hours have elapsed.
- (c) In cases where employees are required to work for more than five (5) hours without a break, the break will be allowed as soon as practicable thereafter and in any event before six (6) hours have elapsed.
- (d) Where an employee is required to work for more than the period of five (5) hours specified in this sub-clause they will be paid at the rate of time and one half from the end of five (5) hours until the meal break occurs. Where overtime is worked contiguous with the day in question this payment will not be taken into account in the calculation of overtime.

18.2 Meal breaks during overtime Monday to Friday

- (a) Employees who are required to continue work beyond their normal ceasing time of an ordinary working day will, if the period of overtime to be worked is more than one (1) and a half hours, be allowed a meal break of 30 minutes which will be paid for at single time rates provided they are required to work at least 30 minutes after the break.
- (b) Where the overtime continues for more than five (5) and a half-hours, an additional paid break of 20 minutes is to be allowed with a further paid break of 20 minutes each four (4) hours thereafter, provided overtime continues, with each meal break being paid for at single rates.

18.3 Saturdays, Sundays or Public Holidays

- (a) Employees working overtime on Saturdays, Sundays or Public Holidays will be entitled to a paid meal break of 30 minutes after each four hours of overtime worked, provided that employees continue to work after the break. These breaks are paid at overtime rates.

18.4 Variation to meal breaks

- (a) Notwithstanding these provisions, meal breaks may be taken by agreement, at any time to best reconcile the needs of work and the employees who perform it and without payment of penalty.

19. Rest Breaks

- (a) Employees required to continue work after their normal hours must have a rest period of ten (10) consecutive hours before again starting work.
- (b) Employees recalled to work after ceasing work, who work for more than a total of four (4) hours will be entitled to a rest period of ten (10) consecutive hours before again starting work.
- (c) Employees recalled to work after ceasing time who do not actually work for more than a total of four (4) hours are not entitled to the provisions of sub-clause (b) above.
- (d) Employees directed to resume or continue work without having their 10 hour rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty.
- (e) Where an employee is entitled to be absent for a rest period of ten (10) consecutive hours under sub-clauses (a) or (b), the employee will receive normal pay for the break for the hours that fall during the employee's normal hours of work Monday to Friday inclusive.
- (f) Rest periods are calculated from the time the employee is absent from work. The 10 hour rest break includes travel to and from work at whatever location.

20. Overtime

20.1 Requirement to work additional hours

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

20.2 Eligibility

- (a) Subject to clause 17 - Hours of Work, overtime will mean all authorised time worked before, after or beyond the normal hours of work.
- (b) An employee is not entitled to the payment of overtime where the employee agrees to forego overtime payments pursuant to subclause 30.4- Carer's Leave

20.3 Rate of payment

- (a) Unless otherwise specified in the Award, and subject to sub-clause (b) below, payment for all approved overtime will be paid at the following rates:
 - (i) Monday to Friday - time and one half for the first two hours and double time thereafter;
 - (ii) Saturdays - time and one half for the first two hours and double time thereafter, and all time after 12 noon at double time;
 - (iii) Sundays - double time;
 - (iv) Public Holidays - double time and one half;

provided that an employee who is occupying a position above Grade 12, will be paid overtime at Grade 12.4 rate.
- (b) Employees required to work overtime on a Saturday, Sunday, Public Holiday or a day they are rostered off will work, or be paid, for a minimum of four (4) hours, except where such overtime is continuous with overtime commenced on the previous day.
- (c) Where employees are required to work overtime both before and after their usual working hours on the same day, the Employer will add the overtime hours worked both before and after to make a total amount of overtime. This total will be used to calculate when double ordinary rates become payable.
- (d) An employee working overtime and finishing work at a time when reasonable means of transport is not available shall be conveyed to their home within a reasonable time by the Employer.

20.4 Salary for overtime purposes

- (a) Unless specifically identified in this Award in relation to a particular provision, special rates or allowances will not be taken into consideration in the computation of overtime.

21. Call-Out

21.1 Employee required to leave home

- (a) These provisions will apply in circumstances when the employee is called back to work and is required to leave home and return to a work location.
 - (i) Employees called back to work after the usual ceasing time and before 6.00 a.m. on the next working day will be paid a minimum of four (4) hours at the appropriate overtime rates.
 - (ii) Any further call-outs within the four (4) hour period set by the first call are covered by the initial four (4) hour payment.
 - (iii) Call-outs after the initial four (4) hours are paid at the appropriate overtime rate for the actual time of the call out.

- (iv) Payment will be calculated from the time the employees leave home to attend the call-out until they return.
- (v) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

21.2 Call-out without employee leaving home

- (a) These provisions will apply where an employee is called at home and is able to resolve the issue without leaving home:
 - (i) The employee will be paid in 30 minutes segments at overtime rates under sub-clause 20.3 for the time it takes to resolve the issue.
 - (ii) If the employee is called more than once on the same issue, the time for calculating payment will commence from the first call and finish at the time the matter is resolved provided the gap between calls does not exceed three (3) hours.
 - (iii) If the gap is greater than three (3) hours, the matter will be regarded as a new issue.
 - (iv) If a person is called on another issue while the first issue remains unresolved, the time for calculating payment will end when the second issue is resolved, provided the gap between any calls does not exceed 3 hours.

22. Stand-By

22.1 Purpose

- (a) It is recognised that the Employer has a statutory requirement to provide an efficient service to the public. To this end, nominated employees may be placed from time to time on a stand-by roster in order to maintain out of hours services.
- (b) The term "stand-by" means the person is rostered to be contactable, and able to respond to a call-out within a reasonable time.

22.2 Stand-by payments

- (a) An employee rostered to stand-by will be paid at the following rates:
 - (i) Weeknights (exclusive of public holidays) - two (2) hours pay at single time
 - (ii) Saturdays, Sundays and public holidays - eight (8) hours pay at single time per 24 hour day.
 - (iii) Standing-by during weeknights will be deemed to
 - (A) Commence from ceasing hours of work (including continuous overtime) or rostered work on one day, and
 - (B) End at normal starting time on the next working day.
- (b) Stand-by time will not be computed as overtime but will be paid at single rates.

22.3 Overtime worked in conjunction with stand-by

- (a) Where an employee is required to do overtime whilst on stand-by the employee will be paid rates in accordance with the provisions of the clause 20 - Overtime, in addition to any standing-by payment.

23. Travelling Time

23.1 Definitions

- (a) For the purpose of this clause:
 - (i) "Sent temporarily to work away" means where employees are required to report to another work location for a specified period, which does not contemplate a permanent placement.

23.2 Entitlements

- (a) Employees sent temporarily to work away from their recognised office and required and approved to commence travel before 7.00 am or finish travel after 6.00 pm, will be entitled to payment at single time rates for all time occupied in travelling to and from the job in excess of one (1) hour for each journey.
- (b) Employees sent temporarily to work away from their recognised office who are required to work weekends including all public holidays, will be entitled to payment at single time rates for all time occupied in travelling to and from their final work location
- (c) Travelling time cannot be claimed as overtime

24. Declared Incident Conditions

24.1 Definitions

- (a) "Declared" the term does not include any declaration made under the SCA Corporate Incident Management Manual.
- (b) "Day shift" refers to employees who are rostered to start their normal hours of work sometime during the normal spread of hours.
- (c) "Incident" means
 - (i) bush fire emergency declared under Section 44 of the Rural Fires Act 1997, or
 - (ii) any other Incident declared by the Minister, or
 - (iii) a declaration by the Chief Executive that the entitlements of clause 24 -Declared Incident Conditions, will apply to staff engaged in managing the Incident.
- (d) "Incident Control" means the Incident management team including Group and Sector Commanders.
- (e) "Night shift" refers to employees who are required to work their normal hours outside the spread of hours of 7.00 am and 6.00 pm.
- (f) "Normal hours" refers to employees who are employed to work a 35 hours per week.
- (g) "Rest break" means the time between ceasing normal hours of work or Incident shift and commencing next period of work or Incident shift at the same or a different work location and includes all time spent on any travel between the work location(s) and where the rest break will take place, i.e. home or the accommodation provided by the SCA under sub-clause 24.4 below.
- (h) "Roster" means the scheduled work arrangements made by a Manager or Incident Controller during an Incident according to the nature of needs. Being rostered means that the SCA directs the person to work at a particular time and/or at a particular location. The term does not include employees' normal working arrangements.

- (i) "Shift" means the hours the employee is required to work during the Incident. There is no "shift work" as such applicable to the SCA under the Award.
- (j) "Site" means the location of an Incident.
- (k) "Site duty" means being engaged in on-ground Incident related activities
- (l) "Work arrangement" means the approved work pattern in which normal hours are worked.

24.2 Application and inconsistency with other provisions of the Award

- (a) The following conditions apply in circumstances where an Incident is declared and until such time as the declaration of the Incident is lifted.
- (b) Where the conditions in this clause are inconsistent with any other provisions of this Award, the provisions of this clause will prevail.
- (c) The operation of clauses 20 - Overtime, and 23 - Travelling Time, will be suspended at the time of the Incident being declared for those employees involved in the Incident unless otherwise provided in this clause.
- (d) The operation of clause 17 - Hours of Work, will be suspended at the time of the Incident being declared for those employees involved in the Incident. Any flexiday in credit at the time of the declaration or accrued during Incident work or were due to be taken during the Incident will be carried forward to the next settlement period. Such flexidays will not count toward the limit applicable to Flexiday accrual and must be taken at the earliest convenient time.
- (e) Calculation of any of the entitlements in this clause will be based on the employee's approved work arrangement that specifies normal commencement and finishing times in accordance with 35 hour week arrangements.
- (f) As soon as an Incident occurs, any person who is
 - (i) Rostered for Incident duties on behalf of the SCA;
 - (ii) Rostered for fire fighting duties by Incident Control; or
 - (iii) Directed or rostered to undertake operational or administrative tasks associated with the Incident,
 must keep a diary using the Incident Activities Diary form.
- (g) When an employee is rostered for Incident duties, the duties will start from the site or work location at which the employee is rostered to work, and finish at the end of the rostered time at that site or work location except in circumstances where the employee is required to travel to another site or work location in which case the work will finish at the last site or work location.
- (h) Subject to sub-clause 24.6 below, employees may only be required to work a maximum of twelve hours on site.

24.3 Rest breaks and fatigue management

- (a) The health, safety and well-being of employees is of utmost importance to the SCA. It is the responsibility of the Manager or Incident Controller or nominee to ensure that reasonable shifts and rest breaks are adhered to.
- (b) Work arrangements and rosters must ensure that employee have appropriate rest periods when working under fire related emergency conditions. To this end, this Award provides the framework for rostering arrangements and prescribes limits to work arrangements, including

prescribed rest breaks. While the Award provides compensation for situations where an employee is not allowed a ten (10) hour break between shifts, this provision is not designed to be used to negate the obligation to afford a ten (10) hour rest break.

- (c) It is important to manage fatigue as it increases the risk of injury, reduces awareness and decision making capacity.
- (d) Managers/Incident Controllers need to exercise duty of care in making staffing arrangements in response to an Incident. Fatigue management must be a key consideration in rostering an employee for Incident related work:
 - (i) In order to manage fatigue, Managers/Incident Controllers should ensure that employees adhere to their rostered hours, cease work and have adequate rest breaks.
 - (ii) A Manager or Incident Controller would need to consider removing an employee from the roster in order to manage fatigue.
 - (iii) Employees have an obligation to inform their Manager/Incident Controller if they feel that fatigue impacts on their health and well-being and ability to continue work on-ground Incident related tasks.

24.4 Provision of accommodation

- (a) Where it is the view of an employee that it is not possible or feasible for the employee
 - (i) To return home at the end of the shift for a rest break before the commencement of the next shift, or
 - (ii) To recommence work at the employee's normal place of work,

the employee may request the Manager or Incident Controller to make arrangements for the provision of suitable accommodation.
- (b) The Manager or Incident Controller in making a decision in this regard, will have regard to
 - (i) The length and location of the rostered work,
 - (ii) The requirement for a ten (10) hour rest break before the next roster or return to the employee's normal work location,
 - (iii) The distance to the employee's home,
 - (iv) Fatigue management requirements, and
 - (v) Availability of suitable accommodation.
- (c) The request will not unreasonably be refused.

24.5 Call-out

- (a) An employee who is not rostered for work and is called back to work at an Incident after finishing work will be paid a minimum of four (4) hours at the appropriate overtime rates.
- (b) Payment will be calculated from the time the employee leaves home or the accommodation provided by the SCA to attend the call-out until they return to home or to the accommodation provided by SCA.
- (c) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

24.6 Entitlements

24.6.1 Incident Control, operational and support functions

- (a) The following provisions will apply to all employees required to work in Incident Control, operational and administrative support functions:
 - (i) Employees may be rostered to work in either
 - (A) Normal hours (i.e. seven (7) hrs per day) for a continuous period not exceeding twelve (12) days (including work on Saturdays, Sundays or Public Holidays);
 - (B) Up to twelve (12) hours per shift (normal hours and overtime) plus handover briefing and debriefing for a maximum of five (5) days provided that
 - (1) These employees must have a ten (10) hour rest break between finishing work on one day and commencing work next;
 - (2) After each five (5) consecutive days worked on a twelve (12) hour shift, employees must have two (2) rest days (unpaid); and
 - (3) Overtime will be paid in accordance with sub-clause 20.3.
 - (C) In accordance with night shift provisions at sub-clause 24.6.4;
 - (D) In accordance with 7-day roster provisions at sub-clause 24.6.3; or
 - (E) A mix of site and non-site related duties in which case the relevant site duty provisions will apply.
 - (b) Employees rostered to work without having their ten (10) hour rest break will be paid at time and one half for the first two hours and double time thereafter from the commencement of the next shift until they are released from duty. They will then be entitled to be absent for a rest break of ten (10) consecutive hours without loss of pay if the ten (10) hours or part thereof fall on a normal workday.

24.6.2 Site duties - First 24 hours

- (a) The first shift falling within or following the declaration of an Incident may extend to a maximum of sixteen (16) hours. Hours include normal hours of work and continuous overtime hours. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).
- (b) In the above circumstances, an employee will be entitled to be paid for hours worked as follows
 - (i) Double time (normal pay plus single pay) for all continuous hours worked on week days; and
 - (ii) Double time and a half for all continuous hours worked on Saturdays, Sundays and Public Holidays.
- (c) Payment under this sub-clause will be regarded as overtime for relevant purposes.
- (d) Following a sixteen (16) hour shift, the employee must have a ten (10) hour rest break before returning to normal hours or work on a shift without loss of pay. Ten (10) hours

include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.

- (e) For full-time employees, normal salary (single time) is paid if the ten (10) hour rest break (or part thereof) falls between the span of hours of 7.00 am and 6.00 p.m. Monday to Friday. Part-time employees will be entitled to receive payment if they would have worked on that day.

24.6.3 Site duties - 7 day roster

- (a) The following provisions apply to an employee who completes a 7-day roster to work in relation to an Incident with the pattern of
 - (i) Three (3) consecutive shifts (maximum of twelve (12) hours per shift);
 - (ii) One (1) day (24 hours) paid rest day; the employee will be paid a normal day's pay at single rates regardless of day of week on which the rest day falls; and
 - (iii) Three (3) consecutive shifts (maximum of twelve (12) hours per shift).
- (b) Employees, who have completed a 7-day roster in accordance with the above, must have two (2) days off prior to returning to normal work or on site work. Such days off will be unpaid, regardless of the day of the week on which the days fall. However, an employee may elect to take flexiday(s) due if the rest break falls on a day during Monday to Friday.
- (c) If the 7-day roster includes night shift, payment will be made in accordance with sub-clause 24.6.4(b). In all other circumstance the relevant penalty rates under sub-clause 20.3 - Overtime, will apply to overtime.
- (d) Following the completion of rostered hours (including continuous overtime), employees must have a 10-hour rest break before returning to normal hours or another shift. These ten (10) hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.
- (e) Employees directed to resume or continue work without having their ten (10) hour rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty. They will then be entitled to be absent for a rest period of ten (10) consecutive hours without loss of pay if the rest break falls on a day between Monday to Friday.

24.6.4 Site duties - night shift

- (a) An employee cannot
 - (i) Be rostered on night shift on any day when normal hours have been worked on the day when the night shift commences;
 - (ii) Return to normal hours on the same day on which a night shift finishes; or
 - (iii) Be rostered on another shift before a 10-hour break is taken between the shifts.
- (b) An employee rostered to work normal hours as night shift will be entitled to be paid as follows:
 - (i) Night shift during the period commencing between 6.00 pm and 11.59 pm Monday to Friday - double time for all continuous hours worked on a shift (normal pay plus single pay).

- (ii) Night shift during the period commencing between 6.00 pm and 11.59 pm on Saturday, Sunday or a Public Holiday - double time and a half for all continuous hours worked on a shift (normal pay plus single pay and a half).
- (c) Payment is regarded as overtime for relevant purposes.
- (d) Employees must have a 10-hour rest break between shifts or before returning to normal hours without loss of pay if the break falls on a weekday. Ten (10) hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.

24.6.5 Meal breaks and meal allowances

- (a) No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break. Where meals are provided to an employee on the ground and eaten in conjunction with Incident duties, no deduction will be made from pay.
- (b) Employees will be entitled to be paid meal allowances provided under sub-clause 41(b) as follows:
 - (i) If day shift and continuous overtime finishes after 6.00 pm but before midnight - meal 3,
 - (ii) If day shift and continuous overtime finishes after midnight but before 6.00 am the next day - meals 3 and 2
 - (iii) If day shift or night shift and continuous overtime finishes after 6 am the next day - meals 3 and 2 and 1.

24.6.6 Travelling time

- (a) "Travelling time" for the purposes of this clause means the period of travel between the employee's home and site duty or from site duty to the employee's home.
- (b) Travelling time will be paid at the employee's normal pay at single rate.
- (c) Travelling time cannot be claimed as overtime.
- (d) Travelling time is part of the rest break.

PART V - LEAVE AND PUBLIC HOLIDAYS

25. Public Holidays

25.1 Entitlements

- (a) Employees are entitled to be absent on full pay for all public holidays proclaimed as such for the state of New South Wales or the County of Cumberland (except the first Monday in August).
- (b) Employees will also be entitled to one additional day, which they may elect to take either:
 - (i) Between Christmas Day and New Years Day; or
 - (ii) The Union Picnic Day.
- (c) The Union Picnic Day will occur on or before the first Monday in November of each year or another date to be approved by the Employer.

- (d) Part-time employees shall be entitled to be absent on full pay on public holidays, provided that the public holiday falls on a day that the employee is scheduled to work.
- (e) Payment will only be made if the employee is at work for the full day, or on approved absence, on both their scheduled working days immediately before and after the public holiday.
- (f) Employees will be regarded as having worked when they are on:
 - (i) Recreation leave on full pay;
 - (ii) Flexidays off;
 - (iii) Study leave;
 - (iv) Union training leave;
 - (v) Approved sick leave with or without pay;
 - (vi) When the job has been closed by the Employer for reasons other than industrial action; and
 - (vii) Leave without pay (provided the Public Holiday falls within the first fourteen (14) calendar days of the leave).
- (g) Public holidays occurring during periods when an employee is on long service leave shall not be counted as part of the long service leave
- (h) Where a five (5) day week is worked, no payment shall be made for holidays observed on a Saturday or Sunday.

26. Recreation Leave

26.1 Entitlement

- (a) Permanent full-time employees receive twenty (20) working days (four (4) weeks) recreation leave, for each year of service.
- (b) Part-time and temporary employees will be entitled to recreation leave on a pro-rata basis.
- (c) During the year, recreation leave accrues on a proportional basis.
- (d) For the purpose of calculating recreation leave, any period in excess of seven (7) working days during which an employee is on leave without pay will not be deemed to be included in any year of an employee's service, except for employees referred to in sub-clause (e) below.
- (e) Any employee who is:
 - (i) An accredited delegate of the union/association contained in the clause 3 - Definitions, of this Award;
 - (ii) Elected to a Committee of Management or Welfare and Emergency Fund Committee; or
 - (iii) A member of a consultative committee, and
 - (iv) Who takes leave without pay to attend Union business, will not lose any rights which accrue under this clause.

26.2 Taking of leave

- (a) Recreation leave shall be taken at a time convenient to the Employer.
- (b) All full time employees are required to take their twenty (20) day recreation leave within six (6) months of its accrual date, part-time employees on a pro-rata basis, unless they have the written permission of an authorised employee to defer their leave. Employees shall take leave to ensure that the maximum entitled annual leave balance shall be no more than 40 days (or pro rata equivalence for part time work) by the end of May and November each year which will be known as the six monthly balance review periods.
- (c) Unless it is not practical, or there are exceptional circumstances, employees should seek approval of their leave application at least one (1) month before the date from which the leave is to commence.
- (d) If no application for leave is received before the commencement of leave, leave will be taken as Leave without Pay unless the employee provides acceptable reasons to the Chief Executive.
- (e) The Employer may direct an employee, by the giving of four (4) weeks notice, to take the balance of their current year's entitlement.

26.3 Conserved leave

- (a) The Chief Executive may approve the taking of conserved leave on request from an employee where the employee demonstrates the need for leave in excess of the leave days otherwise available to the employee.
- (b) Recreation leave deemed to be conserved (less already taken) will be paid out on termination of service at the employee's pay point most paid during the twelve (12) months immediately prior to termination date, but in any case at a rate no less than the employee's substantive pay point.

26.4 Payment for leave

- (a) Recreation leave will represent time off work, and in no case shall an employee receive two (2) pays for the same day.
- (b) Employees are entitled to be paid in advance for their period of leave on request. Where an employee has given notice that they require their leave to be paid in advance, and through the fault of the Employer, this has not occurred, the employee will be entitled to:
 - (i) A maximum of two (2) hours ordinary pay; and
 - (ii) Reasonable fares for collecting their pay once leave has commenced.
- (c) Upon termination, employees will receive the monetary value of their untaken leave balance.
- (d) Recreation leave will be paid at the pay point most paid during the twelve (12) months immediately before the date of termination but in any case at a rate no less than the employee's substantive pay point

27. Recreation Leave Loading

27.1 Entitlement

- (a) For the purposes of calculation, a leave year is from 1 December one year to 30 November the next year, and the amount paid will be in respect of each calendar year completed.

- (b) The rate of leave loading is 17.5% of up to four (4) calendar week's recreation leave provided that the maximum monetary amount of leave loading will not exceed the value of the leave loading for pay point 2 of Grade 14.
- (c) Leave loading is paid only once for a leave year.
- (d) The monetary value of the leave loading will be paid in the first pay in December each year.
- (e) Loading is not paid: -
 - (i) On resignation,
 - (ii) Where the employee has been dismissed by the Employer for serious misconduct,
 - (iii) Upon the death of an employee,
 - (iv) In respect of broken periods of service, or
 - (v) To employees regarded as trainees on full time courses at Universities.

28. Long Service Leave

28.1 Definitions

- (a) The term "days" shall include all days, excluding Saturdays and Sundays the employee would have been normally scheduled to work. Public holidays that fall whilst an employee is on a period of long service leave will be paid and not debited from an employee's leave entitlement.
- (b) The term "service" for purposes of this clause means all periods of broken service of employment recognised under the *Public Sector Employment and Management Act 2002*, or the *Public Sector Management Act 1988*, employment with the Sydney Water Corporation including its predecessors and employment with the SCA.
- (c) "Net service" means recognised service less any period of unpaid leave in excess of 10 days, subject to sub-clause 29.14 - Sick Leave Without Pay.

28.2 Entitlement

28.2.1 Full-time employees

- (a) Full-time employees receive 44 days long service leave after ten (10) years of continuous net service.
- (b) After completion of the first ten (10) years of continuous service, long service leave will accrue, on a daily basis, at the rate of 10.9 days per year.
- (c) From the commencement date of this Award, employees with 7 years or more service will be entitled to take or be paid out on resignation long service leave in the usual manner.

28.2.2 Part-time employees

- (a) Part-time employees receive long service leave on a proportional basis based on the number of hours worked in relation to full-time hours. Part-time employees leave is calculated by the following formula:

$$\text{Full-time entitlement to LSL} \times \frac{\text{No of Part-time hours}}{\text{No of Full-time hours}} = \text{LSL entitlement}$$

28.2.3 Casual employees

- (a) Casual employees are entitled to long service leave on a proportional basis on the number of ordinary hours worked in relation to full time ordinary hours of the position. Casual employees leave is calculated by the following formula:

$$\frac{\text{Full-time employee entitlement to LSL} \times \text{No of ordinary casual hours}}{\text{No of ordinary full time hours of position}} = \text{LSL entitlement}$$

28.3 Taking of leave

- (a) Long service leave may only be taken at a time convenient to the Employer.
- (b) Accrued long service leave may be taken on full pay (i.e. one day's pay for one day's leave) or on half pay (i.e. half a day's pay for one day's leave).
- (c) Unless there are exceptional circumstances or where it is not practical, employees shall seek approval of their leave application at least one (1) month of the date from which the leave is to commence.

28.4 Accrual of leave

- (a) Long service leave is fully accumulative.
- (b) Long service leave accrues whilst employees are on any type of paid leave.
- (c) Any employee who is:-
- (i) An accredited delegate of the union/association contained in clause 3 - Definitions, of this Award; or
 - (ii) Elected to a Committee of Management or Welfare and Emergency Fund Committee,
 - (iii) Member of Consultative Committee, and
 - (iv) Who takes leave without pay to attend Union business
- will not lose any rights which accrue under this clause.

28.5 Pro-rata entitlement on termination

- (a) Employees who have completed between five (5) and less than seven (7) years continuous service and whose services are terminated in the circumstances set out in sub-clause (b) below, are entitled to payment of a proportional amount of long service leave on full pay calculated on the basis of three (3) months leave for fifteen (15) years of service. There is no requirement for an employee with seven (7) or more years of service to have been terminated or resign due to one of the requirements of sub clause (b) to claim an entitlement.
- (b) Employees are entitled to payment of a proportional amount of long service leave where their services are terminated:
- (i) By the Employer for any reason other than serious and wilful misconduct;
 - (ii) By the employee because of illness, incapacity, domestic or other pressing necessity;
 - (iii) Due to the death of the employee; or

- (iv) Due to work not being available at the pay point to which the employee has been appointed and where the only alternative employment with the Employer is at a lower pay point.

28.6 Payment for leave

- (a) Long service leave will be paid at the rate prescribed for the pay point most paid during the twelve (12) months immediately prior to commencing such leave or ceasing duty in the Employer's service, but in any case at no less than the employee's substantive rate at time of taking leave.

29. Sick Leave

29.1 Purpose of sick leave

- (a) Sick leave is provided to employees who are unable to perform their duties because of genuine illness or incapacity. Sick leave should not be construed as a right to more leave.

29.2 Amount of leave

- (a) An employee may be granted up to twenty (20) days sick leave on full pay in a sick leave year.
- (b) A sick leave year is the twelve (12) months from 1 December to 30 November.
- (c) If an employee's services are terminated and they are subsequently re-employed in the same calendar year, the amount of sick leave credited to the employee on re-employment for that year will not exceed twenty (20) days or the amount they would have been entitled to had their employment been continuous, whichever is the lesser.
- (d) The unused amount of sick leave will be available in following sick leave years, i.e. sick leave is fully accumulative.

29.3 First year of service

- (a) During the first year of service, an employee shall be credited with a proportional amount of sick leave based on the date employment commenced. For the first year of service, sick leave will be credited on the following basis:
 - (i) If service commences on or after 1 December and before 1st March, twenty (20) days sick leave;
 - (ii) If service commences on or after 1 March and before 1st June, fifteen (15) days sick leave;
 - (iii) If service commences on or after 1 June and before 1st September, ten (10) days sick leave;
 - (iv) If service commences on or after 1 September and before 1 December, five (5) days sick leave.

29.4 Part-time employees

- (a) The amount of sick leave available is at a proportional rate based on the number of hours worked in relation to full-time hours. The amount of sick leave for a part-time employee is calculated by the following formula:

$$\frac{\text{No of Part-time hours}}{\text{No of Full-time hours}} \times \text{full-time entitlement (in hours)} = \text{sick leave for part-time employee}$$

29.5 Temporary employees

- (a) Temporary employees are entitled to sick leave on a pro rata basis.

29.6 Taking of sick leave

- (a) Subject to the satisfaction of the Employer, an employee may be granted sick leave to cover an absence where the employee is unable to perform their duties because of illness or incapacity which has not been caused by their own misconduct.

29.7 Notice of illness

- (a) An employee shall notify their Manager of their inability to attend work due to illness or incapacity as soon as possible and, in any case, within 24 hours of the beginning of the absence. The employee must also advise their Manager of the estimated length of the absence.

29.8 Provision of medical certificate

- (a) A medical certificate must be supplied to the Employer for an absence of sick leave of four (4) or more consecutive days.
- (b) An employee with less than twelve (12) months' service who is absent on sick leave for any period, may be required by the Employer to submit a medical certificate showing the nature of the illness.
- (c) These provisions do not restrict the Employer from directing employees to provide medical certificates for any period of sick leave.
- (d) The term "medical certificate" includes the following:
 - (i) Where the absence is for a period of one week or less, a certificate issued by a dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo-facial surgeon or, at the discretion of the Chief Executive, another registered health service provider;
 - (ii) When the absence exceeds one week, and unless the registered health service provider is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

29.9 Supplement to workers compensation payments

- (a) An employee shall not be entitled to paid sick leave for any period where they are entitled to full workers' compensation payments.
- (b) Where an employee is not in receipt of full workers' compensation payments and they have sick leave entitlements, at the request of the employee, the Employer shall pay to that employee the difference between the workers' compensation payments and full pay. The employee's sick leave entitlements will be reduced by the appropriate amount. When sick leave entitlements have been exhausted, the workers' compensation payments only shall be payable.

29.10 Payment for sick leave

- (a) Sick leave shall be paid at the pay point most paid during the twelve (12) months immediately prior to commencing such leave or in any case not less than their substantive rate.
- (b) Part-time employees will only be paid sick leave for the absences that occur during the hours they were scheduled to work.

29.11 Illness whilst on recreation or long service leave

- (a) Where employees who are eligible for sick leave produce a valid medical certificate that is acceptable to the Employer, stating they were sick whilst on recreation or long service leave, they may be recredited with the recreation or long service leave for the period of illness.
- (b) Any period of illness whilst on recreation leave may be converted to sick leave and the equivalent amount of recreation leave recredited to the employee.
- (c) In the case of long service leave, the illness must be of at least five (5) consecutive working days before the long service leave may be converted to sick leave.
- (d) If an employee takes sick leave whilst on recreation or long service leave, the amount of sick leave taken will be deducted from the employee's sick leave entitlement.

29.12 Workers compensation

- (a) Workers compensation will be in accordance with the relevant workers compensation legislation.

29.13 Claims other than workers compensation

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

29.14 Sick leave without pay

- (a) Sick leave without pay counts as service for the accrual of recreation leave and paid sick leave.
- (b) Sick leave without pay, which does not exceed six (6) months, counts as service for the accrual of long service leave for employees with ten (10) years or more of service.
- (c) When determining the amount of sick leave accrued, sick leave granted on less than full pay is converted to its full pay equivalent.

30. Carer's Leave

30.1 Use of sick leave

- (a) An employee with responsibilities in relation to a family member set out in sub-clause (d) below, who needs the employee's care and support, shall be entitled to use, in accordance with this provision, any current or accrued sick leave credits for absences to provide care and support for such persons when they are ill.

- (b) Such leave may be taken for part of a single day.
- (c) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (d) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (A) A spouse or former spouse of the employee;
 - (B) A de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee;
 - (C) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or the de facto spouse of the employee;
 - (D) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) A person related by blood, marriage, affinity or Aboriginal kinship structures and living in the same domestic dwelling. In this context, "affinity" means that one spouse or partner has to the relatives of the other.
- (e) An employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship with the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

30.2 Leave without pay for carer's leave purposes

- (a) An employee may elect, with the consent of the Employer, to take leave without pay for the purpose of providing care and support to a member of a class of person set out in sub-clause 30.1(d)(ii) who is ill.

30.3 Annual leave taken for carer's leave purposes

- (a) An employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten (10) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Notwithstanding the provision of sub-clause 27.1(c) - Leave Loading, the employee and the Employer may agree to the payment of the full annual leave loading, if available, when the employee takes annual leave days for purposes of carer's leave.
- (c) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

30.4 Time off in lieu of overtime

- (a) An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with sub-clause (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

30.5 Make up time

- (a) Notwithstanding the provisions of clause 17 - Hours of Work, an employee may elect, with the consent of the Employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.

30.6 Flexidays off

- (a) Notwithstanding the provisions of clause 17 - Hours of Work, for the purposes of carer's leave, an employee may elect, with the consent of the Employer, to take -
 - (i) A flexiday off at any time; and
 - (ii) Flexidays off in part day amounts.
- (b) Notwithstanding the provisions of sub-clauses 17.7 and 17.8, an employee may elect, with the consent of the Employer, to accrue some or all Flexidays off for the purposes of creating a bank to be drawn upon for carer's leave purposes at a time mutually agreed between the Employer and employee, or at reasonable notice by the employee or the Employer.

31. Family and Community Service Leave

31.1 Purpose

- (a) The Chief Executive may grant to an employee some, or all of their accrued FACS leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- (b) Such cases may include but not be limited to the following:
 - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities or attending child's school for emergency reasons

- (v) Attendance at court by an employee to answer a charge for a criminal offence, only if the Chief Executive considers the granting of FACS leave to be appropriate in a particular case;
 - (vi) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State; and
 - (vii) Absence during normal working hours
 - (A) To attend meetings, conferences; and
 - (B) To perform duties associated with holding office in Local Government, and which duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) "Family" or "relative" used here means:
- (i) A spouse or a former spouse of the employee; or
 - (ii) A de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (iii) A child or an adult son or daughter (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
 - (iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) A person related by blood, marriage, affinity or Aboriginal kinship structures and living in the same domestic arrangement. In this context, "affinity" means that one spouse or partner has to the relatives of the other.

31.2 Entitlement

- (a) The maximum amount of FACS leave on full pay which may be granted to an employee is as follows:
 - (i) New employees
 - (A) An employee will be credited with 2 ½ days of FACS leave at the commencement of service with the SCA, and
 - (B) On completion of the first year of service, the employee may be granted five (5) of the employee's working days as FACS leave in any period of two (2) years; or
 - (C) After the completion of two (2) year's continuous service, the available FACS leave is determined by allowing one (1) day's leave for each completed year of service less the total amount of short leave or FACS leave previously granted to the employee,

whichever is the greater of sub-clauses (B) and (C) above.
 - (ii) Employees employed in the SCA at the time this Award comes into operation:

- (A) An employee may be granted five (5) of the employee's working days as FACS leave in any period of two (2) years; or
- (B) The available FACS leave is determined by allowing one (1) day's leave for each completed year of service less the total amount of short leave or FACS leave previously granted to the employee;

whichever is the greater of sub-clauses (A) and (B) above.

- (b) Part-time employees - pro rata.
- (c) If the available FACS leave is exhausted as a result of natural disasters, the Chief Executive shall consider applications for additional FACS leave, if some other emergency arises. On the death of a person defined in clause 30- Carer's Leave, additional paid FACS leave of up to two (2) days may be granted on a discrete, per occasion basis to a employee.

31.3 Carer's Leave and Family & Community Service leave

- (a) In cases of illness of a family member as defined under sub-clause 30.1(d)(ii) - Carer's Leave, should be used.

31.4 Other leave

- (a) The Chief Executive may grant employees other forms of leave such as accrued recreation leave or time off in lieu and so on for FACS leave purposes.
- (b) Notwithstanding the provisions of sub-clauses 17.7 and 17.8, an employee may elect, with the consent of the Employer, to accrue some or all flexidays off for the purposes of creating a bank to be drawn upon for FACS leave purposes at a time mutually agreed between the Employer and employee, or at reasonable notice by the employee or the Employer.

32. Maternity Leave

32.1 Entitlements

32.1.1 Paid maternity leave

- (a) For the purposes of this clause "weeks" means calendar weeks.
- (b) A full 40-week continuous period of employment determines the employee's eligibility for purposes of maternity leave entitlements.
- (c) A female employee who has completed forty (40) weeks' continuous service (as recognised by the Employer) prior to the birth of her child is eligible for:
 - (i) Fourteen (14) weeks leave on full pay; or
 - (ii) Twenty eight (28) weeks leave on half pay.
- (d) Where there has been a break in service, i.e. the employee has left the organisation and later been re-employed another forty (40) weeks' continuous service must be completed in order to become eligible for paid maternity leave.
- (e) Unless there has been a break in service as described in (d) above, an employee who has met the conditions for paid maternity leave once, will not be required to again work the forty (40) weeks' continuous service in order to become eligible for another period of paid maternity leave.

- (f) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the initial forty (40) weeks.

32.1.2 Unpaid maternity leave

- (a) A female employee is entitled to unpaid maternity leave when a medical certificate verifying her pregnancy and expected date of birth accompanies her leave application.
- (b) Employees eligible for maternity leave will be entitled to the equivalent of twelve (12) months unpaid maternity leave after the actual date of birth of the child. The twelve (12) month maternity leave entitlement may be taken as follows:
 - (i) On a full-time basis, for up to a maximum of twelve (12) months, from the child's date of birth; or
 - (ii) On a part-time basis, up to a maximum of two (2) years, from the child's date of birth; or
 - (iii) Combinations of full-time and part-time leave, provided that no more than twelve months' (full-time equivalent unpaid) maternity leave on a full-time basis is taken and that the balance taken part-time will conclude before the child's second birthday.
- (c) The total amount of maternity leave will conclude prior to the child's second birthday.
- (d) Sick leave is not available during the unpaid period of maternity leave after the birth.

32.1.3 Notice of expected date of birth, amount of leave and return to work

- (a) Employees must give the Employer at least ten (10) weeks written notice of the expected date of birth.
- (b) Employees must give four (4) weeks written notice of the commencement date and the amount of leave sought.
- (c) The amount of maternity leave may be varied, provided that the total period of maternity leave does not exceed the maximum leave available under sub-clause 32.1.2, as follows:
 - (i) The employee may apply in writing, giving fourteen (14) days notice, to extend the period of maternity leave. This can only be done once.
 - (ii) The period of maternity leave may, with the consent of the Manager, be shortened provided that the employee gives fourteen (14) days notice.
- (d) Employees must confirm, in writing, their intention to return to work at least four (4) weeks prior to the date of return.
- (e) An employee's paid recreation leave or long service leave entitlements may be taken instead of, or in addition to, unpaid maternity leave.

32.1.4 Taking paid maternity leave

- (a) Paid maternity leave can commence anytime from nine (9) weeks before the expected date of birth, up to the actual date of birth, or in the period following confinement.
- (b) Paid maternity leave is not available any earlier than nine (9) weeks before the expected date of birth, provided that if an employee gives birth prematurely and this occurs before

she was to commence her maternity leave, she will be regarded as immediately on maternity leave from the date she takes leave to give birth.

32.1.5 Payment for maternity leave

- (a) Payment for maternity leave is at the rate applicable when maternity leave is taken.
 - (i) A full time employee will be paid at their normal rate of pay.
 - (ii) A part-time employee employed under sub-clause 5.1.4(a) will be paid at the employee's usual rate of pay.
 - (iii) A part-time employee who has completed forty (40) weeks continuous part-time service pursuant to sub-clause 5.1.4(b) immediately prior to taking maternity leave will be paid at the employee's usual rate of pay. For the purposes of this clause "usual rate of pay" will mean the amount paid for the hours specified in the approved part-time work arrangement immediately prior to taking paid maternity leave.
 - (iv) A part-time employee who has completed forty (40) weeks continuous part-time service pursuant to sub-clause 5.1.4(b) and reduces the part-time hours immediately before taking maternity leave for reasons relating to the pregnancy, the employee will be paid at the usual rate of pay applicable under the approved part-time arrangement prior to the reduction in the hours.
 - (v) Where a full-time employee who has completed forty (40) weeks continuous full-time service converts to part-time employment under sub-clause 5.1.4(b) immediately before taking maternity leave for reasons relating to the pregnancy, the employee will be paid at the full-time rate.
 - (vi) Where a full-time employee takes part-time LWOP in accordance with clause 39, the employee will be paid as follows:
 - (A) If the period of part-time LWOP is at least forty (40) weeks immediately prior to taking maternity leave, the employee will be paid at the rate most paid during that period;
 - (B) If the period of part-time LWOP is for a period of less than 40 weeks immediately prior to taking maternity leave, the employee will be paid at the full-time rate.
- (b) A full-time employee who becomes pregnant and is eligible for further maternity leave during a period of part-time maternity leave, will be paid maternity leave at the full-time rate.
- (c) A staff member who commences a subsequent period of maternity leave for another child within 24 months of commencing an initial period of maternity leave will be paid:
 - (i) At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 months period; or
 - (iii) At a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

- (d) Leave can be paid as follows:
 - (i) As a lump sum in advance; or
 - (ii) On a normal pay basis at either fully pay or half pay; or
 - (iii) In a combination of full and half pay.

32.2 Other Conditions

32.2.1 Pregnancy related illness, miscarriage, still birth, or death of new born

- (a) The term "miscarriage" refers to the loss of an unborn child during the first twenty (20) weeks of the pregnancy.
- (b) The term "still birth" refers to a birth whereby the child is born dead and the death occurs after the first twenty (20) weeks of the pregnancy.
- (c) In the event of a still birth occurring within nine (9) weeks of the expected date of confinement, an employee who is eligible for fourteen (14) weeks paid maternity leave will still be entitled to this leave. A medical certificate must be presented.
- (d) If the miscarriage or still birth occurs before this time, the employee will be entitled to take sick leave for the period a doctor recommends as necessary.
- (e) Where an employee chooses not to take paid sick leave, she will be entitled to unpaid "special maternity leave" for the period a doctor deems necessary. This leave will be treated as maternity leave.
- (f) If the newborn child dies while the employee is on paid maternity leave, the entitlement remains.
- (g) If because of an illness or risk associated with pregnancy, an employee is unable to continue to work, then she may elect to take any available paid leave (sick, recreation or long service leave) or to take sick leave without pay provided
 - (i) Where an employee not yet on maternity leave suffers illness related to pregnancy, and she has already exhausted her paid sick leave credits, she may take further unpaid leave for the duration her doctor certifies necessary. This leave will be known as special maternity leave.
- (h) Subject to the consent of their Manager and based on the demands of the business, notwithstanding the provisions of clause 17 - Hours of Work, pregnant employees will be allowed to vary starting and finishing times provided they work the normal weekly hours for which they are employed.

32.2.2 Right of return to former position

- (a) An employee returning from maternity leave, whether maternity leave had been taken full-time or part-time or a combination of thereof, will be entitled to return to her former position, including one which is redesigned during the maternity leave period.
- (b) The employee has a right to return part-time or full-time, provided that if the employee returns part-time, the provisions contained in sub-clauses 5.1.4(b)(iii) and 5.1.4(c) will apply.
- (c) If the former position has been abolished, the employee shall be transferred to a position at the same level of responsibility and pay and where practicable, at the former location. Transfer to that position does not diminish the employee's right to return part-time.

- (d) If the former position has been relocated, an employee has a right to return to her former position at the new location. Transfer to that location does not diminish the employee's right to return part-time.
- (e) In cases where an employee had been temporarily transferred to a "safe" job during her pregnancy, "former position" will mean the position occupied by the employee before the transfer.

32.2.3 Temporary transfer to a "safe" job

- (a) If, because of an illness or risk associated with the pregnancy, an employee cannot carry out the essential duties of their position, the employee will be temporarily transferred to a more suitable position.
- (b) The position will be as close as possible in status and pay to the substantive position.
- (c) If there is no "safe" job available, the employee may, or the Employer may require the employee to, take leave for the period certified as necessary by a doctor. Such leave is to be treated as maternity leave for these purposes.

32.3 Effect of maternity leave on all types of leave

- (a) Paid maternity leave will count as service for the purposes of calculating all types of leave entitlements provided that part-time maternity leave will count as service on a pro-rata basis for the purposes of calculating recreation leave.
- (b) Although unpaid maternity leave does not count as service for the purposes of calculating leave entitlements, it will not mean a break in the continuity of an employee's service.

32.4 Employees entitled to maternity leave shall also have an additional entitlement as set out in Schedule 5

33. Adoption Leave

33.1 Definitions

- (a) "Adoption leave" means leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of eighteen (18) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).
- (b) "Spouse" includes a de facto spouse and same sex partner.

33.2 Entitlements - paid adoption leave

33.2.1 Paid short adoption leave

- (a) Paid adoption leave available to eligible employees, commencing from the date of placement of the child is either:
 - (i) Where the employee is the primary care giver, the maximum entitlements available are either:
 - (A) Unbroken period of fourteen (14) weeks at full pay; or
 - (B) Unbroken period of twenty eight (28) weeks at half pay.
 - (ii) If the child is aged 1-18 years old, the maximum entitlements available are either:
 - (A) Unbroken period of three (3) weeks at full pay; or

- (B) Unbroken period of six (6) weeks at half pay
- (b) Other forms of paid leave may be taken as special adoption leave for the purposes of attending any compulsory interviews necessary during the adoption process. Appropriate documentation will need to be provided to certify that the absence is for this purpose.
- (c) Only one person in a family can be nominated as primary care giver at any one time.

33.2.2 Eligibility

- (a) Paid adoption leave is available to employees who have completed twelve (12) months continuous service as recognised by the Employer, prior to the child being placed in their care. For the purposes of this clause "week" shall mean calendar week.
- (b) Paid adoption leave can commence from the date the child is placed in the employee's care.
- (c) When there has been a break in service whereby the employee has left the organisation and later been re-employed, another twelve (12) months continuous service must be completed in order to qualify for paid adoption leave.
- (d) Unless there has been a break in service as described above, an employee who has met the conditions for paid adoption leave once, will not be required to again work the twelve (12) months continuous service in order to qualify for further periods of paid adoption leave.
- (e) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the twelve (12) months.

33.2.3 Notices and documents required to be given to Employer

- (a) Employees must notify in writing, within fourteen (14) days of the expected date of placement, or where not practicable, as soon as they are aware of the date, their intention to take short adoption leave and the expected date of commencement of such leave.
- (b) Notification and application for adoption leave must be supported by documentary evidence from either the adoption agency or government authority certifying the intended adoption.

33.2.4 Payments for leave

- (a) Full time employees will be paid at their normal rate of pay.
- (b) Part-time employees will be paid at their usual rate of pay. For the purposes of this clause "usual rate of pay" will mean the amount paid for the contracted hours immediately prior to taking adoption leave.
- (c) Leave can be paid as follows:
 - (i) As a lump sum in advance
 - (ii) At their normal pay point at either full pay or half pay; or
 - (iii) In a combination of full and half pay.
- (d) Full-time employees who complete at least forty (40) weeks' continuous service and then transfer to part-time employment immediately before taking adoption leave, will be paid at their equivalent full-time rate.

- (e) If the period of part-time employment immediately before adoption leave is 40 weeks or more, the employee will be paid as a part-time employee.
- (f) A staff member who commences a subsequent period of adoption leave for another child within 24 months of commencing an initial period of adoption leave will be paid:
 - (i) At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 months period; or
 - (iii) At a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

33.3 Entitlements - unpaid adoption leave

33.3.1 Unpaid extended adoption leave

- (a) Employees will be entitled to unpaid adoption leave from the date of placement of their child.
- (b) Employees who seek leave for an extended period when adopting a child may be granted unpaid leave of absence for up to twelve (12) months from the date of placement of the child. Leave may be taken as follows:
 - (i) On a full-time basis, up to twelve (12) months from the date of placement of the child; or
 - (ii) On a part-time basis, up to a maximum of two (2) years from the date of placement of the child; or
 - (iii) A combination of full-time and part-time leave, whereby, no more than twelve (12) months' adoption leave on a full-time basis is taken and the balance taken part-time will conclude before the second anniversary of the child being placed.
- (c) Other forms of paid leave may be taken as special adoption leave for the purposes of attending any compulsory interviews necessary during the adoption process. Appropriate documentation will need to be provided to certify that the absence is for this purpose.

33.3.2 Conditions

- (a) During an employee's absence on unpaid adoption leave, paid sick leave will not be available.
- (b) Recreation leave or long service leave may be taken in conjunction with, or in lieu of, unpaid adoption leave. In these circumstances, if the employee's return to work is more than twelve (12) months after the adoption of the child, the right to return to their former position is no longer guaranteed.

33.3.3 Notices and documents required to be given to Employer

- (a) Employees must give at least ten (10) weeks' notice, or where not practicable, as practicable after the employee is notified of the expected date of placement of the child in writing:
 - (i) Of the dates on which the employee proposes to start and end the period of leave;

- (ii) If applicable, the period of any adoption leave sought or taken by his or her spouse; and
 - (iii) That the employee is seeking that period of adoption leave to become the primary caregiver of a child.
- (b) An employee must notify the Employer of any change in the information provided under this section within two (2) weeks after the change.

33.3.4 Right of return to former position

- (a) Provided an employee returns to work within twelve calendar (12) months of placement of their child, they will be entitled to return to their former position, including one which is redesigned during the adoption leave period.
- (b) If the employee's former position has been abolished they will be transferred to a position of the same level of responsibility and pay, and where possible, in the former location.
- (c) If the former position has been relocated, the employee has the right to their former position in the new location.

33.3.5 Variation of adoption leave

- (a) Provided that the total period of adoption leave does not exceed the maximum leave available under sub-clauses 33.2.1 and 33.2.2, the employee may apply in writing, giving fourteen (14) days notice, to extend the period of adoption leave. This can only be done once.
- (b) The period may only be further lengthened by agreement between the employee and the Employer.
- (c) The period of adoption leave may be shortened with the consent of the Employer provided the employee seeks approval fourteen (14) days in advance.

33.4 Effect of adoption leave on other leave entitlements

- (a) Paid adoption leave will count as service for the purposes of calculating all leave entitlements.
- (b) Adoption leave at half pay will count as service on a pro-rata basis for the purposes of calculating all leave entitlements.
- (c) Although unpaid adoption leave will not count as service for the purposes of calculating any leave entitlements, it will not mean a break in the continuity of an employee's service.

33.5 Employees entitled to adoption leave shall also have an additional entitlement as set out in Schedule 5

34. Parental Leave

34.1 Entitlements

- (a) Employees will be eligible for parental leave when a medical certificate verifying their partner's pregnancy and expected date of birth accompanies their leave application.
- (b) Employees eligible for parental leave will be entitled to a maximum of twelve (12) months' unpaid parental leave, following the birth of their child.
- (c) Employees will be granted one (1) weeks paid leave following the birth of their child.

- (d) Employees must give the Employer at least ten (10) weeks written notice of the expected date of birth of their child.
- (e) Employees must give four (4) weeks written notice of the commencement date and the amount of leave sought.
- (f) Employees must confirm in writing their intention to return to work at least four (4) weeks prior to the date of return.
- (g) The leave can be taken as follows:
 - (i) An unbroken period of up to one week at the time of the child's birth, and
 - (ii) A further unbroken period of up to 51 weeks, or on a part-time basis up to the child's second birthday.
- (h) The maximum entitlements available under this provision are as follows
 - (i) On a full-time basis up to twelve (12) months, from the child's date of birth; or
 - (iii) On a part-time basis up to a maximum of two (2) years from the child's date of birth; or
 - (iii) A combination of full-time and part-time leave, provided that no more than twelve (12) months' parental leave on a full-time basis is taken, and that the balance taken part-time will conclude before the child's second birthday.
- (i) Recreation leave or long service leave may be taken instead of, or in addition to, parental leave.
- (j) During an employee's absence on parental leave, paid sick leave will not be available.

34.2 Premature birth

- (a) In the event that an employee's partner gives birth prematurely, the employee will be able to commence his paternity leave from an earlier date.

34.3 Still birth

- (a) An employee is entitled to up to one (1) week's unpaid parental leave in the event of a still birth occurring during the period nine (9) weeks before the partner's expected date of birth.

34.4 Right of return to former Position

- (a) Provided an employee returns to work within twelve (12) calendar months of their partner giving birth, they will be entitled to return to their former position, including one which is redesigned during the parental leave period.
- (b) If the employee's former position has been abolished, they will be transferred to a position of the same level of responsibility and pay, and where possible, in the former location.
- (c) If the former position has been relocated, the employee has the right to their former position in the new location.

34.5 Effect of parental leave on other leave entitlements

- (a) Although unpaid parental leave does not count as service for the purposes of calculating leave entitlement, it will not constitute a break in the continuity of an employee's service.
- (b) Part-time parental leave will count as service on a pro rata basis for the purposes of calculating all types of leave entitlements.

34.6 Employees entitled to parental leave shall also have an additional entitlement as set out in Schedule 5

35. Union Training Leave

35.1 Purpose

- (a) Employees may be granted leave to attend training courses or seminars conducted or supported by the Union.

35.2 Entitlements

35.2.1 Full-time employees

- (a) Full-time employees may be granted up to twelve (12) days leave on full pay in a two (2) year period to attend training courses or seminars conducted or supported by the Union.
- (b) Further leave, on a without pay basis, of 15 days in any one (1) year period, may be granted where the trade union course is acceptable to both the Employer and the Union.

35.2.2 Part-time employees

- (a) Part-time employees may be granted a proportional amount of Union training leave to attend training courses and seminars conducted or supported by the Union.
- (b) The maximum amount of leave on full pay available in a two (2) year period is based on the number of part-time hours in relation to the number of full-time hours and calculated by the following formula:

$$\frac{\text{No of part-time hours}}{\text{No of full-time hours}} \times 12 = \text{maximum amount of Union training leave in a two (2) year period}$$

- (c) Further leave, on a without pay basis, may be granted on a proportional basis, where the trade union course is acceptable to both the Employer and the Union. The amount of extra leave available will be calculated by the following formula:

$$\frac{\text{No of part-time hours}}{\text{No of full-time hours}} \times 15 = \text{amount of leave without pay}$$

35.2.3 Temporary employees

- (a) Temporary employees receive Union training leave on a pro rata basis.

35.2.4 Conditions

- (a) Employees must be nominated by the recognised union of which they are a member to attend a training course or seminar conducted or supported by the Union to apply for Union training leave.
- (b) The two (2) year and one (1) year periods will be the time immediately preceding the commencement date of the Union training leave requested.
- (c) Union training leave (including LWOP) will count as service for all purposes.
- (d) The amount of leave requested can include reasonable travelling time required during working hours to attend the course or seminar.

35.2.5 Taking of leave

- (a) Union training leave will be granted providing that the Employer's operating requirements permit the taking of the leave and that the absence does not require the employment of relief employee.
- (b) A statement from the relevant Union must support an application that it has nominated the employee concerned for the course or seminar, or supports their application to attend the course/seminar.

35.2.6 Payment for leave

- (a) Employees will be paid for their leave at their pay point most paid during the twelve (12) months immediately prior to taking the leave but in any case a rate no less than the employee's substantive rate at the time of taking leave. Payment will not include shift allowance, penalty rates or overtime.
- (b) Expenses associated with attending a course or seminar will be met by the employee (e.g. fares, accommodation, meals, etc.).

36. Emergency Services Leave

36.1 Fire fighting

- (a) An employee who undertakes fire-fighting duties during an emergency in terms of section 44 of the Rural Fires Act 1997 may be granted leave on full pay for the time they are absent for work on emergency fire fighting duties.
- (b) An employee who is a unpaid volunteer member of a local Fire Brigade or Rural Fire Brigade, may be granted leave on full pay up to a maximum of five (5) days per annum. This leave is to cover necessary absences from duty when the employee is called upon to fight fires during their normal working hours.

36.2 Emergency operations

- (a) An employee who volunteers to assist the State Emergency Services, NSW Police or Rural Fire Service brigades during emergency operations, is to be granted leave on full pay whilst engaged in these activities during normal working hours.
- (b) An authorised employee must release the employee from duty for this purpose.
- (c) Where an employee remains on emergency duty for several days, and the headquarters to which they are attached operates on a 24 hour a day basis, the employee may be allowed reasonable time for rest in cases where physical distress was experienced, before returning to work.

36.3 Certificates of attendance

- (a) Applications for leave for fire fighting and emergency operations must be supported by evidence of participation with the relevant emergency service authority. Applications for rest periods must also be supported.

36.4 Emergency services courses

- (a) Employees selected to attend courses, training or lectures nominated by the Director State Emergency Services Controllers are to be granted special leave on full pay for the time they are necessarily absent from duty.

37. Military Leave

37.1 Entitlement

- (a) Employees with a minimum of six (6) months' continuous service who are members of the Naval, Military or Air Force Reserves and whose military service is part-time will be entitled to Military Leave on the following basis:
- (i) In respect of annual training where the employee is a member of the:
 - Naval Forces - 13 Calendar days on full pay per year
 - Military Forces - 14 Calendar days on full pay per year
 - Air Forces - 16 Calendar days on full pay per year

PLUS IF REQUIRED
 - (ii) In respect of attendance at a school, class or course of instruction where the employee is a member of the:
 - Naval Forces - another 13 Calendar days on full pay per year
 - Military Forces - another 14 Calendar days on full pay per year
 - Air Forces - another 16 Calendar days on full pay per year

PLUS
 - (iii) In cases where the employee's Commanding Officer certifies in writing that it is necessary for that employee to attend for purposes of obligatory training on days additional to those specified in sub-clauses (i) and (ii) of this sub-clause, the employee shall be granted a further period of Military Leave on full pay not exceeding four calendar days in any one year.
- (b) The terms "Annual Training", "School, Class or Course of Instruction" and "Obligatory Training" shall be regarded as synonymous for the purpose of determining an employee's entitlement to paid leave.

37.2 Medical examinations

- (a) Employees required to attend medical examinations and tests for acceptance as part-time members of the Defence Force Reserves during working hours, may be granted up to one day's FACS Leave for the time necessary, subject to production of evidence.

37.3 Conditions

- (a) If an employee is required to be absent for military purposes for periods in excess of those provided for above, the employee will need to cover the absence with another type of leave (e.g. recreation leave or LWOP).
- (b) Public Holidays occurring during periods of Military Leave will form part of such leave and will not extend the period of paid Military Leave.
- (c) For the purpose of this clause, the year shall be from 1 December in one year to 30 November of the following year.

37.4 Former Armed services personnel - War Caused Disabilities Leave

- (a) Employees who were former armed services personnel may be granted up to ten (10) days war caused disabilities leave in a leave year to cover absences for the following purposes:
 - (i) Attending a hospital or medical officer for review;
 - (ii) Attending a hospital to report for periodical examination or attention in connection with a war caused disability;
 - (iii) Obtaining, replacing or repairing an artificial limb or member, prosthesis or surgical appliance; or
 - (iv) Attending the Department of Veterans' Affairs in connection with claims for military pensions.
- (b) If an employee has used their maximum entitlement of war caused disabilities leave, any further absences will be taken as sick leave.
- (c) War caused disabilities leave is not cumulative.
- (d) Applications for war caused disabilities leave must be supported by relevant documentation, including medical certificates, Department of Veterans' Affairs letters or appointment confirmations.

38. Jury Service Leave

38.1 Entitlement

- (a) Employees shall be granted leave on full pay to attend court for jury service upon notification to an authorised employee. Full-time employees and part-time employees will be granted leave for jury service if they are required on a day(s) they are scheduled to work.
- (b) The amount of leave is dependent upon the length of the case.
- (c) To be granted leave on full pay, an employee must fulfil the following requirements:-
 - (i) The jury service must fall at a time when the employee would otherwise be on duty;
 - (ii) The employee must accept jury fees and travelling and out-of-pocket allowances for the period of jury service leave; and
 - (iii) The employee must provide a certificate from the Sheriff or Registrar of the Court certifying the amount of jury fees the employee received.
- (d) An amount equivalent to the jury fees received by the employee will be deducted from the employee's pay.
- (e) Leave for jury service is not available if: -
 - (i) The jury service falls during a period of approved absence such as recreation leave, long service leave, roster days, etc.; or
 - (ii) An application for jury service leave is lodged without the Sheriff's or Registrar's certificate as to payment of fees.

38.2 Payment for leave

- (a) Employees will be paid at their pay point most paid for the twelve (12) months immediately prior to taking the leave, but in any case at a rate no less than the employee's substantive rate at the time of taking leave.

39. Leave Without Pay

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

PART VI - ALLOWANCES AND REIMBURSEMENTS

40. Travel Allowances

40.1 Conditions

- (a) The provisions of this clause apply to an employee who is required to sleep away from home when travelling on work approved by the Employer.
- (b) The amount payable under this clause is calculated as follows:
 - (i) If travel is by the use of private vehicle, from the time the employee leaves their home or usual place of work, whichever is the later, to the time they return to either their recognised home or place of work, whichever is the earlier;
 - (ii) If travel is by air, on the day of departure from the time of the scheduled flight less one hour, on the day of return the time of actual flight arrival plus one hour.

40.2 Entitlements

40.2.1 Accommodation and meals not provided

- (a) Employees required, in the course of their duties, to depart from their homes or place of work, and unable to return on the same day shall be paid the "reasonable allowance amounts" for overnight travel as determined by the Australian Taxation Office from time to time.
- (b) This allowance covers the cost of accommodation and relevant meals (breakfast, lunch and/or evening meals) and incidentals for each full day the employee is away on travel.
- (c) Where the cost of accommodation and meals unavoidably exceeds the above allowances, the employee may seek reimbursement of the actual excess cost, but such a

reimbursement will be subject to tax at the employee's marginal rate and the whole amount of the allowance will be shown on the employee's Payment Summary.

40.2.2 Accommodation and meals provided by Employer

- (a) Where the Employer provides an employee with accommodation and meals, the allowance in sub-clause 40.2.1 above other than incidentals shall not apply.
- (b) The employee shall be paid Incidental allowance at a rate established by the Australian Taxation Office from time to time for each full day the employee is away on travel.

40.2.3 Accommodation but no meals provided by Employer

- (a) Where the Employer provides the employee with accommodation but not meals, the employee shall be paid the relevant reasonable amount determined by the Australian Taxation Office for the relevant breakfast, lunch and/or dinner and incidentals for each full day the employee is away on travel.

40.2.4 Transport

- (a) The Employer shall pay the cost of transport or provide transport.
- (b) Mode of travel will need to be approved in advance; transport will be paid as follows:
 - (i) Economy fare air fare;
 - (ii) Motor vehicle cost - mileage at Australian Taxation Office rates or cost of economy air fare, whichever is the lesser; or
 - (iii) Reimbursement of actual cost of public transport.

41. Overtime Meal Allowances

- (a) Subject to sub-clause (c) below, an employee required to perform duty after and in excess of their usual hours, shall be paid meal allowances on the following basis:
 - (i) Monday to Friday
 - (A) If work overtime continuing with normal work
 - (1) Commences before 6.00 am - Meal 1.
 - (2) Finishes after 6.00 pm - Meal 3.
 - (3) Finishes after midnight - Meals 3 and 4.
 - (4) Finishes after 6.00 am next day - Meals 3 plus 4 plus 1.
 - (B) If recalled to work after their normal ceasing time,
 - (1) Upon the completion of the first four (4) hours overtime worked - Meal 3.
 - (2) Upon the completion of further four (4) hours overtime worked - Meal 4.
 - (ii) Saturday, Sunday or Public Holiday
 - (A) If overtime commences before 6.00 am - Meal 1.
 - (B) If overtime goes beyond noon - Meal 2.

- (C) If overtime goes beyond 6.00 pm - Meal 3.
 - (D) If overtime goes beyond midnight - Meal 4.
 - (E) If work overtime finishes after 6.00 am next day - Meal 1.
- (b) The amount of meal allowance will be adjusted in line with adjustments made to the reasonable amounts for the overtime meal allowance determined by the Australian Taxation Office from time to time, rounded to the nearest five (5) cents. The amounts of meal allowance at the time the Award is varied are as follows:
- (i) Meal 1 - Breakfast - \$ 14.35.
 - (ii) Meal 2 - Lunch - \$ 18.80
 - (iii) Meal 3 - Dinner - \$ 27.10
 - (iv) Meal 4 - Supper - \$ 13.25.
- (c) Overtime meal allowance will not be paid where the employee is in receipt of payments under clause 40 - Travel Allowances.

42. Fire Fighting Allowance

- (a) An employee engaged in on-ground fire fighting, including on-ground hazard reduction burning, will be paid an allowance of \$1.72 per hour as outlined in Schedule 2 Summary- Allowances for the hours they are so engaged in fighting fires.
- (b) The amount of allowance will be adjusted in accordance with general adjustments to pay under clause 10 - Rates of Pay, rounded to the nearest five (5) cents.

43. Camping Allowance

- (a) Where an employee is required to temporarily live at or near the work site the following shall apply:
 - (i) Where the Employer provides quarters and/or established camping facilities (including cooking and eating facilities) employees will receive:
 - (A) An allowance of \$44.75 for each day the employee is required to camp or live in quarters to cover food, Incidentals and general disability
 - (B) An allowance of \$ 3.05 each day a cook is not provided.
- (b) The Employer shall pay the cost of transport to and from the campsite, including weekend trips home.
- (c) A meal allowance will not be paid during periods of overtime if the employee is in receipt of camping allowance.
- (d) The allowance payable under this provision will be adjusted on 1 July in line with the CPI Index for Sydney in the previous year, rounded to the nearest five (5) cents.
- (e) The allowance payable under this provision may be subject to tax at the employee's marginal rate and the whole amount of the allowance will be shown on the employee's Payment Summary.

44. First Aid Allowance

- (a) An employee who possesses a current recognised first aid certificate and a continuing ability to undertake first aid responsibilities and who has been appointed as a First Aid Employee will be paid a

flat rate allowance \$26.92 per fortnight for the duration of the appointment as outlined in Schedule 2 Summary- Allowances.

- (b) A current recognised first aid certificate means one issued by St John Ambulance Australia or the Australian Red Cross, or an equivalent qualification recognised by those organisations, and which has been obtained within the previous three (3) years.
- (c) The First Aid Allowance shall not be paid during leave or any other continuous period of leave that exceeds four weeks.
- (d) When the First Aid Employee is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Employee's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Employee.
- (e) The amount of allowance payable under this clause is treated as salary for all purposes and adjusted in accordance with general increases to pay, rounded to the nearest five (5) cents.

45. Community Language Allowance

- (a) Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:
 - (i) Employed as interpreters and translators; and
 - (ii) Employed in those positions where particular language skills are an integral part of essential requirements of the position;
 - (iii) Shall be paid an allowance as follows:
 - (A) Base Level Rate \$ as outlined in Schedule 2 Summary - Allowances
 - (B) Higher level rate \$ as outlined in Schedule 2 Summary - Allowances
- (b) Allowance is treated as salary for all purposes and adjusted in accordance with general increases to pay, rounded to the nearest five (5) cents.

46. Reimbursement of Out of Pocket Expenses

- (a) Where an employee is required by the Employer to spend their own money they will be entitled to reimbursement. The Employer must approve the expense as a necessary work related expense.
- (b) Employees will be reimbursed where possible within 24 hours of lodgement of their claim.
- (c) The reimbursement is subject to the provision, amendments, and rulings of the Income Tax Assessment Act.

47. Tools and Equipment to be Supplied By the Employer

- (a) All tools and equipment deemed necessary by the Employer will be made available to employees.

48. Protective Clothing and Uniforms

- (a) The Employer shall continue to provide such items of protective clothing and uniforms as was customarily provided at the time of making this Award and as agreed between the parties.
- (b) The Employer will be responsible for the supply and replacement of protective clothing and uniform, as agreed between the parties from time to time.

- (c) Employees must use and wear the protective clothing and/or uniforms that are issued to them by the Employer.
- (d) Where the Employer requires an employee to wear spectacles with toughened lens, the Employer will pay for the cost of the process.

49. Use of Private Motor Vehicle

- (a) The Employer may authorise an employee to use a private motor vehicle for work where:
 - (i) Such use will result in greater efficiency or involve the Employer in less expense than if travel were undertaken by other means; or
 - (ii) Where the employee is unable to use other means of transport due to a disability.
- (b) If use of private vehicle is approved, the appropriate rate of mileage allowance as set by the Australian Taxation Office from time to time shall be paid.
- (c) The employee 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.
- (d) Expenses such as tolls etc. shall be refunded to an employee where the charge was incurred during approved work related travel.
- (e) Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and recognised office.
- (f) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Employer, provided:
 - (i) The damage is not due to gross negligence by the employee; and
 - (ii) The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- (g) Provided the damage is not the fault of the employee, the Employer shall reimburse to a employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
 - (i) The damage was sustained on approved work activities; and
 - (ii) The costs cannot be met under the insurance policy due to excess clauses.

50. Damage to Private Property

- (a) For the purposes of this clause, the term "personal property" means a employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- (b) Where damage to or loss of the employee's private property occurs in the course of employment, a claim may be lodged under the Workplace Injury and Illness Management Act and/or under any insurance policy of the Employer covering the damage to or loss of the personal property of the employee.
- (c) If a claim under sub-clause (b) of this clause is rejected by the insurer, the Chief Executive may compensate a employee for the damage to or loss of private property, if such damage or loss:
 - (i) Is due to the negligence of the Employer, another employee, or both, in the performance of their duties; or

- (ii) Is caused by a defect in a employee's material or equipment; or
 - (iii) Results from a employee's protection of or attempt to protect SCA property from loss or damage.
- (d) Compensation in terms of sub-clause (c) 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 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 replacement item.
- (e) Compensation for the damage sustained shall be made by the SCA where, in the course of work, personal property is damaged or destroyed by natural disasters or by theft or vandalism.

51. Renewal of Licences

- (a) The following licences will be renewed at the Employer's expense as follows:
- (i) A Drivers' licence issued by the Roads and Traffic Authority for motor cars, motor lorries and/or plant where their operation require the possession of such a licence, provided that the employee's Position Description specifies that the employee is required by the Employer to possess such licence;
 - (ii) A boat licence where operating a boat requires the possession of such a licence, provided that the employee's Position Description specifies that the employee is required by the Employer to possess such licence; and
 - (iii) A Licence issued by the NSW Police for the possession and use of firearms on the Employer's lands in accordance with the conditions attached to the possession and the use of the firearms provided that
 - (A) The employee's Position Description specifies that the employee is required by the Employer to possess such licence; and
 - (B) Notwithstanding the requirement for the possession of the licence being in the Position Description of an employee, the employee is specifically authorised by the Employer to use the firearm.

52. Health and Safety of Employees

- (a) All parties to this Award are strongly committed to ensuring safety in the workplace and that safety systems of work are implemented and adhered to by individual employees and contractors. We are also committed to timely and effective rehabilitation of injured employees.
- (b) Employees will ensure to the best of their ability that workplace hazards are identified and controlled and that safe work practices are followed by themselves and to the best of their ability fellow workers.
- (c) Employees and their unions will support and implement all systems designed to achieve a "no injuries" for example, signing work permits, hazard identification, and risk assessment processes.
- (d) The Employer will
 - (i) Provide and maintain an appropriate first aid kit at all places of work;
 - (ii) Display a notice in every recognised office where the first aid kit is normally kept listing the name(s) of persons qualified to provide first aid; and
 - (iii) Provide safety instructions in respect of any work employees are required to perform and will pay employees as if at work.

- (e) The Employer will comply with the Work Health and Safety Act 2011 and Regulations and Employer's Standards of Practice as amended from time to time.

53. Delegates' Rights

- (a) Employees elected as a union delegate or employee representative will, upon provision of written proof of the election to the Employer, be recognised as an accredited representative of the Union or the consultative committee to which they belong and in the defined area they are elected to represent.
- (b) They will be allowed all reasonable time during working hours to submit to the Employer matters affecting the employees they represent. Such representations should be arranged for times that are convenient to both parties.
- (c) Before delegates/consultative committee members move away from their immediate work location to commence work on Union or consultative committee business, they must first obtain the permission of their Manager.
- (d) Where they wish to meet with Employer's representatives and this will take them away from their immediate work location they should first seek their Manager's approval before making such an arrangement.
- (e) Delegates/consultative committee members will not enter any other work location for which they are not elected on union or consultative committee business unless the delegate first receives the permission of the relevant Manager for that area.
- (f) Prior to leaving the immediate work location, delegates/consultative committee members must provide to their Manager information regarding the purpose for their departure, the estimated time of absence and telephone contact if practicable. Immediately upon their return from union or consultative committee business they will inform their Manager their time of arrival and departure from the location where they were required.
- (g) Failure of a delegate/consultative committee member to meet the above provisions will result in the employee concerned forfeiting the right to pay for the period of such absence.
- (h) Managers will not unreasonably withhold permission for delegates/consultative committee members to attend to bona fide matters or issues affecting the legitimate industrial interests of the members they are elected to represent. In the same spirit, accredited delegates/consultative committee members should observe the above procedures and recognise the need to balance their absence from the job on Union business/consultative committee business with the requirement for acceptable work performance.
- (i) Subject to the provisions of the Industrial Relations Act 1996 (NSW), the opportunity is open for Union officials, delegates or employee representatives (in the defined area so elected) to approach employees at work in respect to enrolment of Union membership.
- (j) For the purpose of this clause, "delegate/consultative committee member" will not include Committee of Management or Executive member or Regional Committee members of the Union or Consultative Committee equivalents.
- (k) Whilst it is recognised that Committee of Management, Executive members or their Consultative Committee member equivalents are not confined to the specific provisions contained herein it is understood that these provisions will have general application excluding the requirement of sub-clause (a) concerning the area of operation.
- (l) The application of the provisions contained herein will apply to members of Regional Committees of the union within their respective regions.
- (m) In exercising these rights delegates, Committee of Management, Executive members, Regional Committee members of the Union and consultative committee members and their equivalents will not harass or hinder Employer's employees or employees in the performance of their work.

54. Employees on Union and/Or Consultative Committee Business

- (a) Any:
 - (i) Accredited delegate of a Union respondent to this Award; or
 - (ii) Employee representative elected to a consultative committee; or
 - (iii) Employee elected to a union committee of management; or
 - (iv) Employee acting in any of the above capacities

who takes LWOP to attend to business for which they have been elected, will not lose any rights which would have otherwise accrued under clause 26 - Recreation Leave, and clause 28 - Long Service Leave, of this Award.

PART VII- CONSULTATION AND DISPUTE RESOLUTION

55. Consultative Procedures

55.1 Commitments - Proposals for change shall be consistent with the following commitments by the Employer:

- (a) A commitment to direct appointment
- (b) A commitment to the effective retention of skills within the SCA
- (c) A commitment to retraining in order to maximise the redeployment of displaced staff within the business, and
- (d) A commitment to creating career development opportunities for existing and future staff.

55.2 Proposal for change covered by this clause will include but not be limited to:

- (a) Termination of employment
- (b) Changes in the composition, operation or size of the SCA workforce
- (c) Changes in the skills required
- (d) The elimination or diminution of job opportunities, promotion opportunities or job tenure
- (e) Management initiated changes to the defined hours of work or Overtime arrangements outside those allowed for under Clause 17 Hours of Work.
- (f) The need for retraining or transfer of employees to other work or locations
- (g) The restructuring of work areas or significant change to individual position descriptions
- (h) The introduction of new Technology
- (i) Any decision to contract out or outsource work performed by the SCA that could result in the loss of direct employment.

55.3 Principles

55.3.1 Consultation is defined as a process whereby all parties to the discussion genuinely commit to the exchange of relevant information, advice on any likely effects and consequences and all parties take the views of each other into account.

55.3.2 At the development stage and prior to a definite decision to introduce changes as outlined in 55.2, the SCA will advise unions in writing of proposed changes. This advice will be given at the stage in which change is being contemplated for the purpose of consulting with the employees and their union who may be affected by the proposed changes so that the views of all the affected parties can be taken into account.

55.3.3 The SCA and the unions shall take all necessary measures to minimise the adverse effects on employees of workplace changes, in particular the displacement of employees.

55.3.4 In developing proposals for significant change, including restructures, management will discuss with the employees affected and their union the broad principles involved in the proposal including, where available, efficiency gains, cost benefit analysis, rationale for required changes, expected changes to number and type of positions and the reasons for them.

55.3.5 In this process there will be full disclosure of supporting material including participation in the evaluation of positions within the restructure; how the restructure will contribute to the career opportunities for existing staff and proposed implementation schedule.

55.3.6 In developing proposals for significant change, SCA will consult with affected employees and their union(s) regarding staff placement policies (including direct appointment, priority assessment, merit selection, etc) and redeployment systems and opportunities.

55.4 Process

55.4.1 SCA will genuinely attempt to avoid the displacement of employees by ensuring a proper process of evaluation for each position.

55.4.2 Once a definite proposal is submitted to effected employees and their union(s), up to four weeks will be allowed for consultation between the SCA and the Unions. Once SCA makes a decision to structure and/ or make significant changes, they will enter into consultation with affected employees and their union(s). Consultation will continue throughout the process.

55.4.3 During a period of up to four (4) weeks from a Union receiving the employer's proposals, the employer will not implement the proposed changes unless otherwise agreed with the Unions(s).

55.4.4 When the proposed changes are not agreed, either party may enact the dispute resolution clause.

55.4.5 Where the proposed changes have been agreed, or the SCA has decided to proceed to implement them and the parties have been through the dispute resolution clause, regular communication and consultation with affected staff and their union(s) will continue to review and monitor the change with a view to providing a forum for continued discussion around unforeseen repercussions.

55.4.6 The SCA will allow sufficient paid time meetings for the unions to consult with affected employees.

56. Dispute Resolution Procedures

56.1 Objectives

(a) The objective of these procedures is the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation and cooperation and negotiation.

(b) Accordingly,

(i) The SCA undertakes to provide relevant information and explanation and to consult with employees and employee representatives on matters covered by this Award; and

- (ii) Employees and their unions undertake to raise their concerns at an early stage and for providing as much information as possible to assist in an effective resolution.

56.2 Processes

- (a) All attempts should be made to prevent or settle matters at the level at which they are raised, wherever possible.
- (b) It is the responsibility of the parties to this Award to take reasonable and genuine internal steps to prevent or settle disputes by early and timely consultation and discussion. Where a matter covered by this Award arises, which is of concern to an employee the following procedure will apply. In each instance the steps taken will be aimed at achieving the early settlement of the particular matter in dispute:

Step 1 In the first instance the employee(s) and/or their union representative and their immediate supervisor are to discuss the matter at the workplace level by no longer than five (5) working days;

Step 2 If the matter is not resolved at the workplace level, further discussions involving the employee(s) and/or their union representative and the relevant General Manager are to be arranged within five (5) working days;

Step 3 If the matter is not resolved at Step 2, further discussions involving the union and a nominated representative of the Employer are to be arranged within five (5) working days;

Step 4 If a matter has not been resolved through these procedures, the matter may be notified to the Industrial Relations Commission of NSW by either party to the dispute. Matters may only be referred to the Industrial Relations Commission of NSW when all steps in these procedures have been exhausted.

- (c) Nothing in sub-clause (b) above precludes
 - (i) The Union(s) and the Employer entering into direct negotiations on any matter, or
 - (ii) To seek the early involvement of human resources specialists from the Human Resources Section, or
 - (iii) Referring the matter to a mutually agreed third party for mediation at any stage, or
 - (iv) The matter being immediately handled under Step 3 if that will resolve the matter.
- (d) Without prejudice to either the Employer or the employees, the parties to this Award must ensure that work continues in accordance with existing custom and practice in the workplace while the procedures in sub-clause 56.2 are followed. Exceptions to this is where a bona fide occupational health and safety issue is involved employees will not be expected to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved. An employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace that is safe and appropriate for the employee to perform.
- (e) The above provisions will not apply in the case of a stop-work meeting called for purposes of report-back to a mass meeting of members to consider matters of a general nature, provided that the Union gives the Employer 72 hours notice (not including weekends and public holiday(s) of the meeting being called and provides a contact person to consider matters of life and limb.
- (f) Where a dispute is referred to the Industrial Relations Commission of NSW and the dispute would be assisted by the presence of a union representative(s), a union representative may be granted leave of absence with pay of up to twelve days in a two year period for attending

proceedings in the Industrial Relations Commission of NSW and reasonable time for preparation, provided that

- (i) The Union request the person(s) attendance in writing,
 - (ii) SCA operating requirements permit the grant of leave; and
 - (iii) Payment for the leave shall not include penalty payments or overtime.
- (g) Any leave approved under this provision shall count as service for all purposes.

SCHEDULE 1

Rates of Pay

Award subclause 10(a)

Column 1 Grade	Column 2 Pay Point	Column 3 2.5% First pay on or after 1 July 2012
Grade 19	19.4	\$191,836
	19.3	\$188,072
	19.2	\$184,385
	19.1	\$180,769
Grade 18	18.4	\$177,225
	18.3	\$173,751
	18.2	\$170,344
	18.1	\$167,004
Grade 17	17.4	\$163,728
	17.3	\$160,518
	17.2	\$157,370
	17.1	\$154,285
Grade 16	16.4	\$151,260
	16.3	\$148,294
	16.2	\$145,387
	16.1	\$142,535
Grade 15	15.4	\$139,741
	15.3	\$137,000
	15.2	\$134,315
	15.1	\$131,681
Grade 14	14.4	\$129,099
	14.3	\$126,567
	14.2	\$124,087
	14.1	\$121,651
Grade 13	13.4	\$119,267
	13.3	\$116,929
	13.2	\$114,636
	13.1	\$112,387
Grade 12	12.4	\$110,183
	12.3	\$108,024
	12.2	\$105,907
	12.1	\$103,829
Grade 11	11.4	\$101,792
	11.3	\$99,797
	11.2	\$97,841
	11.1	\$95,923

Grade 10	10.4	\$94,042
	10.3	\$92,197
	10.2	\$90,390
	10.1	\$88,616
Grade 9	9.4	\$86,880
	9.3	\$85,176
	9.2	\$83,505
	9.1	\$81,868
Grade 8	8.4	\$80,263
	8.3	\$78,689
	8.2	\$77,147
	8.1	\$75,634
Grade 7	7.4	\$74,151
	7.3	\$72,698
	7.2	\$71,271
	7.1	\$69,875
Grade 6	6.4	\$68,504
	6.3	\$67,160
	6.2	\$65,845
	6.1	\$64,552
Grade 5	5.4	\$63,288
	5.3	\$62,045
	5.2	\$60,829
	5.1	\$59,638
Grade 4	4.4	\$58,467
	4.3	\$57,322
	4.2	\$56,197
	4.1	\$55,096
Grade 3	3.4	\$54,013
	3.3	\$52,956
	3.2	\$51,918
	3.1	\$50,900
Grade 2	2.4	\$49,902
	2.3	\$48,923
	2.2	\$47,963
	2.1	\$47,023
Grade 1	1.10	\$46,101
	1.9	\$45,198
	1.8	\$44,311
	1.7	\$43,442
	1.6	\$42,591
	1.5	\$41,756
	1.4	\$40,939
	1.3	\$40,134
	1.2	\$39,347
	1.1	\$38,576

SCHEDULE 2

SUMMARY - ALLOWANCES

The amount of the following allowances will be adjusted in accordance with general adjustments to pay under subclause 10(a) - Rates of Pay:

The allowance rates shown apply from the first pay period on or after the dates detailed below:

Clause	Allowance	2.5% First pay on or after 1 July 2012
Cl.42	Fire Fighting	\$1.76 per hour
Cl. 44 (a)	First Aid	\$27.59 per fortnight
Cl. 45	Community Language (A) Base Level	\$1,122.66 pa
Cl. 45	Community Language (B) High Level	\$1,683.89 pa

The following allowances will be adjusted in accordance with the mechanism specified:

Clause No.	Allowance	Variation date	Variation methodology
40	Travel Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amounts.
41	Overtime Meal Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amount for Meal 3.
43	Camping Allowance	1 July each year	Varied in line with CPI adjustments for Sydney.
49	Use of Private Motor Vehicle	1 July each year	Varied in line with annual ATO ruling for reasonable allowance.

SCHEDULE 3

Secure Employment

(a) Objective of this Clause

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

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving such notice under paragraph (b)(ii) or after expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall

be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" 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.
- (ii) 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.
- (iii) Nothing in this subclause (c) 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 the disputes settlement procedure of this award.

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

SCHEDULE 4

PERSONAL CARERS ENTITLEMENT FOR CASUAL EMPLOYEES

(i) Personal Carers entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 30.1 (d) (ii) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e) of this.
- (b) The employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
 - (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

SCHEDULE 5

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee 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 employee in reconciling work and parental responsibilities.

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

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a) and 3(b) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details, which might affect the employer's capacity to comply with paragraph (a).

M. J. WALTON *J, Vice-President.*

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