

LIVESTOCK HEALTH AND PEST AUTHORITIES SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 246 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

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PART A

1A. Parties

The parties to this award are:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) The Livestock Health and Pest Authorities Division
- (iii) Livestock Health and Pest Authorities State Management Council, and
- (iv) The Australian Workers' Union, New South Wales.

1B. Demarcation

It is recognised by the parties to this award that the Union shall have coverage of the Level 1, Level 2, and Senior Field Assistant classifications and that the Association shall have coverage of all other classifications under the award being Customer Service Officers, District Veterinarians, Senior District Veterinarians, General Managers, Office Coordinators, Rangers and Senior Rangers.

2. Definitions

- 2.1 "Authority" shall mean the Livestock and Health Authority in which the employee serves.
- 2.2 "Headquarters Authority" shall mean the Authority in whose district the headquarters of an employee is situated.
- 2.3 "Chairperson" shall mean the Chairperson of the Livestock Health and Pest Authority Board of Directors.
- 2.4 "Director" shall mean those persons duly elected or appointed as Directors under the Rural Lands Protection Act.
- 2.5 "Department" shall mean the NSW Department of Primary Industries.
- 2.6 "Council" shall mean the Livestock Health and Pest Authorities State Management Council.
- 2.7 "Industrial Committee" shall mean the Livestock Health and Pest Authorities State Management Council Industrial Committee
- 2.8 "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union.

- 2.9 "Union" shall mean The Australian Workers' Union, New South Wales
- 2.10 "Joint Consultative Committee" shall be a committee comprising the Chair of the LHPA Departmental Committee, one member of each vocational group and a nominee of the Association and the Union and not more than an equal number of members of the Council.
- 2.11 "Legal Training Courses" shall mean those Legal Training Courses conducted by the Department or Council.
- 2.12 "Customer Service Officer" shall mean that category of employee qualified and appointed to assist in the administrative requirements and duties of the Authority under clause 5.3.
- 2.13 "District Veterinarian" shall mean that category of employee employed to carry out duties under section 43 of the *Rural Lands Protection Act* 1998, qualified and appointed to an Authority under clause 5.1.
- 2.13(A) "Senior District Veterinarian" shall mean that category of employee qualified and appointed under clause 5.1(A).
- 2.14 "Field Assistant" shall mean that category of employee qualified and appointed to assist in the field operations of the Authority under clause 5.6.
- 2.15 "General Manager" shall mean that category of employee qualified and appointed under clause 5.2
- 2.16 "Office Coordinator" shall mean that category of employee qualified and appointed under clause 5.4 of this Award.
- 2.17 "Ranger" shall mean that category of employee qualified and appointed to perform duties as Ranger in an Authority's district under clause 5.5.
- 2.17(A) "Senior Ranger" shall mean that category of employee qualified and appointed under clause 5.5(A).
- 2.18 "Temporary Employee" is one who is employed for a fixed term.
- 2.19 "Casual Employee" is one who is employed from time to time to do work as and when required with employment being a series of hourly or daily hirings. The employment ends at the completion of each engagement.
- 2.20 "Month" shall mean calendar month.
- 2.21 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act* 2007.

3. Industry and Scope of Award

This award shall apply to the employment relationship between Livestock Health and Pest Authorities and the employees of Authorities for whom terms and conditions of employment are included in this award, in the performance of work within each Authority's district in or in connection with or incidental to the Rural Lands Protection Act, the Stock Diseases Act, and any other relevant legislation, including the following:

- (a) the levying and collection of general and animal health rates in respect of rateable land;
- (b) the provision of animal health services;
- (c) the care, control and management of travelling stock reserves and camping reserves;
- (d) the care, control and management of stock watering places;
- (e) the suppression and destruction of pest animals and pest insects;

- (f) registering stock brand designs, earmark designs, ear tattoo designs, tail tags and other means prescribed by the relevant regulations for identifying stock on holdings; and
- (g) any other duties as required by an Authority that are relevant to such legislation.

4. Contract of Employment

4.1 Wherever possible, full-time employment should be implemented.

4.2 Part-time Employees -

- (a) Authorities may employ persons on a part-time basis in any area of operation of the Authority. A part-time employee is, for all purposes of the award, entitled to the same terms and conditions as a full-time employee, provided that in all cases entitlement is determined on a pro rata basis.
- (b) The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the General Manager and such agreement shall be set out in writing, provided that, in the absence of an agreement, the minimum number of hours worked shall be seven hours 36 minutes (i.e. one day).
- (c) Once the hours to be worked are agreed upon, any time worked at the direction of the General Manager by part-time employees in excess of 38 hours per week shall be deemed to be overtime and the overtime provisions of this award shall apply.
- (d) A part-time employee may work less than five days per week.
- (e) Part-time employment shall not act to the detriment of full-time employees and no full-time employee shall be required to work part-time.
- (f)
 - (i) A person who is initially employed to work part-time may elect to work full-time at any time, subject to the Authority's convenience and the availability of work for the classification and grade of the position.
 - (ii) A full-time staff member who, with the approval of the General Manager, elects to work part-time for a set period will be guaranteed the right of return to full-time work at the end of the period, provided that this is specified, negotiated, and agreed in writing by the General Manager at the outset.
 - (iii) Full-time staff members who elect to work part-time and who have not specified that they wish to return to full-time work may elect to return to full-time work at any time, subject to the Authority's convenience and the availability of work for the classification and grade of the position.
- (g) Job sharing - The policy of job sharing is agreed. Procedures will be as agreed between the parties to this award.
- (h) If any dispute arises in relation to the application or operation of this clause, the dispute settling procedures contained elsewhere in this award shall be used.

4.3 Temporary Employees -

- (a) Authorities may employ persons on a temporary basis.
- (b) The period of employment shall be notified in writing to the employee at the commencement of the employment and any extensions thereof.

- (c) Such persons shall be entitled to the appropriate award salary rate and conditions during the term of the employment.

4.4 Casual Employees - Authorities may employ persons on a casual basis.

Such persons shall be paid the appropriate salary rate on a pro rata basis, plus 15 per cent, together with 1/12 of 115 per cent pro rata salary in accordance with the *Annual Holidays Act 1944*.

5. Classifications and Salary Structures

The award is a paid rates award and the salaries set out in Part B - Monetary Rates, are the maximum salaries payable to the classifications unless the Council, pursuant to Section 24 (2) (g) of the Rural Lands Protection Act otherwise determines. Individual staff of an Authority are entitled to salary sacrifice that part of their salary as agreed between the staff member and the General Manager. An Authority shall, on the request in writing of a member of the Association or Union, deduct fortnightly membership fees from the salary of that employee, in accordance with Council policy.

The parties objectives in this Award are to give employees access to fair pay increases; and improve the cost effectiveness of Authorities in New South Wales.

5.1 District Veterinarians

5.1(A) Senior District Veterinarian

The salaries of Senior District Veterinarians shall be as set out in (1A) of Table 1-Salaries, of PART B, Monetary Rates.

- 5.1(A).1 First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager in accordance with Guidelines issued by the Council.

The salaries of District Veterinarians shall be as set out in (1) of Table 1 - Salaries, of Part B, Monetary Rates.

- 5.1.1 An additional per annum allowance of the amount set out in 1.1 of the said Table 1 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts. No further increases to apply to the allowance set out in this subclause.
- 5.1.2 First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager, in accordance with Guidelines issued by the Council.
- 5.1.3 New appointments to be at the level and grade appropriate for the experience and skill of the appointee.
- 5.1.4 Progression between years in Grades 1, 2 and 3 is subject to 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by the Council as provided by policies and guidelines issued from time to time by the Council. It is also subject to:
 - (i) Demonstrating to the General Manager, the achievement of the animal health plan goals, with due consideration of any changed circumstances.
 - (ii) Demonstrating to the General Manager, flexibility in meeting the Authority and Ratepayer requirements in the previous year.

- (iii) Demonstrating to the General Manager, working as part of a team with other staff of the Authority.
 - (iv) The General Manager is to coordinate items (i) (ii) and (iii) above.
- 5.1.5 Progression from Grade 1 to Grade 2 shall be by application by the District Veterinarian to the General Manager and assessment (which shall be organised by the General Manager), by the General Manager and the Regional Veterinary Officer for the district, or in their absence, another district, that the following criteria have been satisfied:
- (i) Satisfactory completion of 12 months service at maximum level of Grade 1.
 - (ii) Authority as Inspector under the Stock Diseases Act.
 - (iii) Completion of the following training courses:
 - (a) Stages 1,2 and 3 Legal Training courses.
 - (b) Communications Skills Training course.
 - (c) Training in Supervision of 1080.
 - (d) Infringement Notice Training.
 - (iv) Familiarity with and ability to interpret Industry & Investment NSW Animal Health Policy.
 - (v) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate requirements for movement of livestock.
 - (d) Natural disaster relief policies.
 - (e) *Stock (Chemical Residues) Act 1975.*
 - (f) *Veterinary Surgeons Act 1986.*
 - (g) *Prevention of Cruelty to Animals Act 1979.*
 - (h) *Exotic Diseases of Animals Act 1991.*
 - (vi) Demonstrated the following:
 - a. An animal health plan (AH plan) has been submitted each year which meets core requirements of State and National programs
 - b. Core State and National program goals as outlined in the AH plan are satisfactorily addressed.
 - c. Core reporting requirements in the AH plan are met in a timely manner
 - d. Supervisor of Rangers in Animal Health regulatory duties
 - e. Executive Officer to the AH Committee of the Authority

- f. Ability to locate and interpret relevant AH policy documents
- g. Ability to locate and interpret interstate movement requirements
- h. Competency in basic computer skills to meet requirements of the AH system
- i. Attended Emergency Management one day course or equivalent
- j. Meeting standards for recording AH events within the district for certification and surveillance
- k. Undertaking Continuing Professional Education to meet guidelines of the Veterinary Surgeons Board
- l. Regular attendance at Regional AH meetings
- m. Obtain accreditation under EADP training program to Field Surveillance Veterinarian standard.

5.1.6 Progression from Grade 2 to Grade 3 shall be by application by the District Veterinarian with supporting documentation to the General Manager. The General Manager shall comment on the application and shall organise an assessment by a panel comprising a nominee of the Authority, a Regional Veterinary Officer from another district, and a nominee of the Association of District Veterinarians of at least Grade 3, that the following criteria are satisfied:

- (i) Satisfactory completion of 12 months at maximum level of Grade 2.
- (ii) Demonstrated the following:
 - a. The AH plan is integrated into a budgeted and resourced format
 - b. All major goals for local, state, and national programs as outlined in the AH plan have been satisfactorily addressed.
 - c. As Executive Officer, provide formalised documentation of regular AH committee meetings.
 - d. Coordination of training and development of staff for AH duties.
 - e. Attended training at Veterinarians course at the Australian Animal Health Laboratory.
 - f. Regular contribution to Regional Animal Health meetings.
 - g. Involvement in discussions of policy changes at Regional Health meetings.
 - h. Contribution to the Animal Health system as a whole.
- (iii) Competence in the following fields:
 - a. Epidemiology - having attended a workshop or obtained skills equivalent to those offered by Epidemiology for Field Veterinarians.
 - b. Diagnosis of diseases of important livestock species.
 - c. Gross pathology of livestock species.
 - d. Knowledge of the economic impact of diseases of important livestock species.

- e. Advising on diseases important to livestock systems within the district.
- f. Livestock management systems of significance within the district.

5.1.7 Accelerated Progression

- (i) The Industrial Committee of the Council may grant accelerated progression in Grades 2 and 3 from one year to any other year in the same Grade, on written application from the District Veterinarian to the General Manager, who shall forward it, together with their comments, to the Animal Health Manager of the Council.

Such application is to demonstrate that:

- (a) General duties within the Authority are being performed by the District Veterinarian at a superior level (to be assessed by the General Manager of the Authority, after consultation with Regional Veterinary Officer),
 - (b) A major or significant contribution to an Authority, Regional, or State-wide issue affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Animal Health Manager of the Council).
- (ii) The progression shall take effect from one (1) month after the date of lodgement of a successful application to the General Manager.
 - (iii) In all cases where an application is refused, the District Veterinarian must receive a written explanation from the Council.

5.1.8 Progression from Grade 3 to Grade 4 shall be by application (in triplicate) by the District Veterinarian with supporting documentation to the General Manager. The General Manager will comment on the application and shall forward the application to the CEO of the Council. The CEO will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, a nominee of the Council and a nominee of the Association of District Veterinarians at Grade 4 level. At least one panel member should have sat on a previous panel. An authority Director may sit as an observer.

- (i) The following criteria must be satisfied:
 - a. Satisfactory completion of 12 months on maximum level of Grade 3.
 - b. The AH committee has been heavily involved in the planning, budgeting and evaluation of the plan.
 - c. Provided Authority or AH committee with briefings on AH issues that have local, Regional or State implications.
 - d. Demonstrate that, where appropriate, a team approach with leadership by the DV is utilised to achieve AH plan objectives.
 - e. Membership of the Australian College of Veterinary Scientists in a subject relevant to the duties of a DV or equivalent post-graduate qualification.
 - f. Competencies sufficient to be accredited under the EADP to perform a Control Centre role.
 - g. Demonstrated continuing, active and high quality contribution to the State AH system as a whole, with major or significant contributions to State-wide animal health programs.

- h. Demonstrate continuing and active contribution to debate and progression of Regional Animal health issues through the Regional Animal Health meetings and other means.
- i. Briefing of Directors and staff on changes to AH policy changes and implications and where appropriate, provide training required by such changes.
- j. High level of skill in the diagnosis, treatment, control, prevention, and management of Animal Health problems in the important livestock enterprises in the district.
- k. Major input into the adoption of improved Animal Health practices by industry with evidence of substantial benefit.
- l. Substantial high output of high quality advisory material.
- m. Demonstrated cooperation with other functional areas, other disciplines, and other agencies.
- n. High level of input into the planning and achievement of the Authority's corporate goals.

5.1.9 Progression from Grade 4 year 1 to Grade 4 years 2 and 3 shall follow 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by Council as provided by policies and guidelines issued from time to time by Council.

5.1.10 Progression between the years in Grade 4 shall be subject to the applicant demonstrating to the General Manager, in consultation with the Regional Veterinary Officer, that they are performing at the level that resulted in their progression to Grade 4.

5.1.11 For District Veterinarians who, at the commencing date of this Award were receiving Grade IV year 1 salary, progression to Grade 4 years 2 and 3 shall be subject to the applicant undertaking and meeting the criteria and process as set out in clause 5.1.10.

5.1.11.1 For District Veterinarians who, at the commencing date of this Award, were receiving Grade II year 3 salary under the previous award, progression to Grade 3 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.6.

5.1.11.2 For District Veterinarians who, at the commencement of this award, were receiving Grade I year 3 salary under the previous Award, progression to Grade 2 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.5.

5.1.12 In all cases where an application for progression is refused, the District Veterinarian shall receive a written explanation of the reasons for the decision.

5.1.13 If any officer feels that any application for progression has not been reasonably treated, an appeal may be made to a tribunal consisting of State Management Council, a Regional Veterinary Officer and a District Veterinarian who has reached the grade being applied for.

5.1.14 The effective date of progression from Grade 3 to Grade 4 shall be one (1) month after the date of lodgement of a successful application.

5.2 General Managers

The salaries of General Managers shall be as set out in (2) of Table 1-Salaries, of PART B, Monetary Rates

5.2.1 First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Authority in accordance with Guidelines issued by Council.

5.2.2 General Manager

Responsibilities

1. Responsible for the Authorities' financial management through to Audit.
2. Responsible for the systems administration of the Authority's computer networks and resources.
3. Responsible for maintenance of all local Authority policy documents.
4. Responsible for ensuring that all staff comply with OH&S policy of the organisation.
5. Co-ordination of policy development and planning for Directors and staff and subsequent implementation.
6. Co-ordination and implementation of training on management and operational plan performance.
7. Co-ordination and implementation of training of Directors and staff.
8. Human Resource Management including but not limited to salary and allowances, leave, other entitlements, problems, counselling and complaints.
9. Providing all staff with relevant advice on Board decisions, Council matters and Board/Authority requirements for advice or action by staff.
10. Co-ordination and Assisting Directors and staff to prepare management and operational plans and subsequent review and measurement of these plans.
11. Facilitation of regular staff meetings and management meetings with Chairman and senior staff.
12. Provide guidance and support to administrative and other staff in customer relations.
13. Management of activities of all staff, to ensure that the Authority is operating efficiently, recognising that individual staff in certain circumstances are responsible for the technical and regulatory requirements of their position under the Veterinary Surgeons Act, *Stock Chemical Residues Act*, and *Stock Diseases Act*.
14. Monitoring staff performance against agreed targets of all staff.
15. Provide leadership to the staff of the Authority to promote a harmonious and professional workplace.

Qualifications:

- (i) Financial Management Skills at a high level.
- (ii) Supervision qualifications; or demonstrated skills in supervision; or relevant quality experience in supervision.
- (iii) Special skills in an area which significantly assists the Authority in its functions.

- (iv) Knowledge of the Award, its application, and relevant industrial relations practices, including dispute settling procedures and disciplinary procedures.
- (v) Management qualifications or quality experience in management.
- (vi) Knowledge of management strategies.
- (vii) Organisational skills.
- (viii) Advanced written and oral presentation skills.
- (ix) Knowledge of Information Technology systems
- (x) External applicants for the position of Manager Grade 3 would be expected to have an appropriate tertiary qualification in either business, finance, management, human resource management, or some other qualification deemed equivalent by the selection committee.

Progression

- (i) After initial appointment, progression to years 2 and 3 shall be made on application to the Board.
 - (a) The Board shall certify whether the applicant has satisfactorily performed the annual assessment criteria.
 - (b) The Board shall forward the application and certificate to the Council for approval to progression.
 - (c) The Council shall certify whether the Authority has received a satisfactory audit management letter and the statutory report, function management plans and annual report of the Authority have been satisfactorily completed and lodged on time in the year preceding the progression.
- (ii) Progression to year 2 is subject to attending and completing courses on supervision and conflict resolution approved by the Council.
- (iii) Progression to year 3 is subject to attending and completing a course on Human Resource Management that adds to management ability, as approved by the Council.

5.3 Customer Service Officers

The salaries of Customer Service Officers shall be as set out in (3) of Table 1-Salaries, of Part B, Monetary Rates.

5.3.1 The first three (3) months of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager in accordance with Guidelines issued by Council.

5.3.2 Initial appointments may be made to any Grade that is appropriate to the qualifications, competence and duties of the appointee.

5.3.3 Conditions for Normal Progression -

- (i) Progression from Grade 1 through to Grade 4 shall be by way of completion of the number of years service at each level. The progression shall be subject to satisfactory conduct and performance, as assessed by the officer's supervising officer, and subject to approval by the General Manager.

- (ii) Staff who complete one year of service on Grade 1 shall be eligible to progress to Grade 2, year 1 subject to meeting progression criteria in subclause (i).
- (iii) Staff who complete one year of service on Grade 2 year 1 shall be eligible to progress to Grade 2 year 2, subject to meeting progression criteria in subclause (i).
- (iv) Staff who complete one year of service on Grade 2 year 2 shall be eligible to progress to Grade 3 year 1, subject to meeting progression criteria in subclause (i).
- (v) Staff who complete one year of service on Grade 3 year 1 shall be eligible to progress to Grade 3 year 2, subject to meeting progression criteria in subclause (i).
- (vi) Staff who complete one year of service on Grade 3 year 2 shall be eligible to progress to Grade 4 year 1, subject to meeting progression criteria in subclause (i), and subject to completing the following training courses as approved by Council:
 - (a) Customer Focus for Supervisors Training.
 - (b) Legislation Training.
 - (c) Conflict Resolution Training.
- (vii) Staff who complete one year of service on Grade 4 year 1 shall be eligible to progress to Grade 4 year 2, subject to meeting the progression criteria in subclause (i).
- (viii) Staff who complete one year of service on Grade 4 year 2 shall be eligible to progress to Senior Customer Service Officer Level 1, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by Council:
 - (a) Leadership for Supervisors Training or equivalent training as determined by Council.
 - (b) Records Maintenance Training.
 - (c) OH&S Basic Training, and
 - (d) Thorough knowledge of Authority Policy and Procedures as assessed by a written assessment task by the officers supervising officer.
- (ix) Staff who complete one year of service on Senior Customer Officer Level 1, shall be eligible to progress to Senior Customer Service Officer Level 2, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by Council:
 - (a) Financial Services Certificate III from TAFE or such other qualifications and experience as Council considers equivalent.

5.3.4 The assessment of an employee's conduct and performance may be on an annual basis; however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the General Manager of any decision and the reasons for such a decision if it is a deferment of the increment.

5.3.5 Accelerated Progression -

An Authority may grant accelerated progression to any year of any Grade if the General Manager certifies, after consultation with the supervisor, that the employee is performing above expectation in their current grade and work is available to perform at the higher level.

5.3.6 Conditions for Accelerated Progression -

- (i) An application for accelerated progression may be made by an employee who may have relevant qualifications and experience and who, by the nature and manner of the work performed, demonstrates high levels of performance.
- (ii) An application for accelerated progression must be made in writing to the General Manager. The application will be accompanied by a recommendation from the Supervisor giving the reasons for support or non-support of the application.
- (iii) The accelerated progression shall take effect from one month after the date of lodgement of a successful application.
- (iv) If, on receipt of an application, a General Manager makes a decision not to approve the accelerated progression, it shall, as soon as practicable, notify the applicant in writing of the decision, setting out the reasons for the decision.

5.3.7 If a Customer Service Officer is dissatisfied with the decision of the General Manager on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34, Dispute Settling Procedures.

5.3.8 A Senior Customer Service Officer must supervise other staff if required by the Authority.

5.3.9 Acting as Office Coordinator, General Manager.

- (i) Customer Service Officers who are directed by the Authority to act as General Manager for five consecutive working days or more shall receive the rate of pay as General Manager for the period of relief.
- (ii) Senior Customer Service Officers who are directed by the Authority to act as Office Coordinator for five consecutive days or more shall receive the rate of pay as Office Coordinator for the period of relief.
- (iii) Senior Customer Service Officers who are directed by the Authority to act in the position of General Manager for five consecutive days or more, shall receive the rate of pay as General Manager.
- (iv) No allowance is paid for less than five consecutive working days' relief.
- (v) The General Manager will direct who will act in the position, and for how long, each time this is necessary, consistent with E.E.O. principles.

5.4 Office Coordinators

The salaries of Office Coordinators appointed in relation to the creation of Livestock Health and Pest Authorities on 1 January 2009 shall be as set out in (4) of Table 1-Salaries, of PART B, Monetary Rates

5.4.1 First year of service in the Authority system is on a continuous basis is probationary and shall be reviewed and assessed by the General Manager in accordance with Guidelines issued by the Council.

The salaries of Office Coordinators shall be as set out in (4) of Table 1 - Salaries, of Part B, Monetary Rates.

5.4.2 Responsibilities

1. Coordinate the functions of the Authority offices including customer service, information systems, land database, transfers, stock identification, sales, accountable books, generation of rates and returns, reminders and follow up action on rates and returns.

2. Responsible for the supervision of all Customer Service Officers (CSO), including assessing, recommending, and coordinating training requirements.
3. Coordinate regular CSO meetings.
4. Implementation of the Authority's customer service charter, responsible for maintaining high standard of internal and external customer service.
5. End of month financial processing and generation of financial reports for the General Manager.
6. Responsibility for payroll.
7. Executive support to the General Manager
8. Delegated authority of District Registrar, other delegations as approved by the General Manager eg: annual stock movement permits, searches, drought claims.
9. Act in higher duties when the General Manager is absent including executive secretary to the Board of Directors. Coordinate board papers, meetings, take and action minutes.
10. Training of Senior Customer Service Officers to act in the position of Office Coordinator (OC) during absences of the OC and when the OC is acting in higher duties during the General Manager's absences.

5.4.3 The assessment of an employee's conduct and performance may be on an annual basis, however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the General Manager of any decision and the reasons for such decision if it is a deferment of the increment.

5.4.4 If an Office Coordinator is dissatisfied with the decision of the General Manager on the question of progression they may invoke the procedures outlined in clause 34, Dispute Settling Procedures.

5.4.5 Acting as General Manager

Office Coordinators who are directed by the Authority to act as General Manager for five consecutive working days or more shall receive the rate of pay of General Manager, for the period of relief. No allowance is paid for less than five consecutive working days' relief.

5.5 Rangers

5.5(A) Senior Rangers

The salaries of Senior Rangers shall be as set out in (5A) of Table 1-Salaries, of PART B, Monetary Rates

5.5(A).1 First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager in accordance with Guidelines issued by the Council.

In this clause any reference to the position of manager or executive officer is taken to include the position of General Manager.

The salaries of Rangers shall be as set out in (5A) of Table 1 - Salaries, of Part B, Monetary Rates.

5.5.1

- (i) First year of service in the Authority system on a continuous basis is probationary and shall be reviewed and assessed by the General Manager after consultation with the District Veterinarian or Veterinary Officer, and the Senior Ranger (if any) or the supervising Ranger in accordance with Guidelines issued by the Council.
- (ii) Initial appointment may be to any step in Grades 1 and 2, subject to being qualified and passing a Performance Assessment, if applicable.
- (iii) A person must continue to hold certification as Authorised Control Officer or Inspector of Stock to qualify holding the position of Ranger.
- (iv) The positions of Grade 3 Ranger, Grade 4 Ranger, and Managing Ranger Grade 5 require current certification as Authorised Control Officer and Inspector of Stock. Loss of certification as an Authorised Control Officer or Inspector of Stock disqualifies a person from holding those positions.

5.5.2 Allowances

- (i) A weekly supervisor's allowance as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates, is payable to Field Assistants, Senior Field Assistants, and Rangers, who are directed by an Authority to supervise the work of a Ranger or Field Assistant or contractor.
- (ii) The weekly allowance is payable for supervising for part of a week. The allowance is not payable during the weeks that supervision is not directed; during 5 days leave or more; nor on termination payment.
- (iii) If a Ranger or Senior Ranger holds a Diploma or Degree, which Council considers relevant, then an amount set out in (5) of Table 1- Salaries, of Part B, Monetary Rates, shall be paid as salary to the employee.

5.5.3 Conditions for Normal Progression

- (i)
 - (a) Progression from Grade 1 through to Grades 2, 3, 4 to Grade 5 Level 2 shall be by way of completion of the number of years of service at each grade and subject to certification by the General Manager, after consultation with the District Veterinarian or Veterinary Officer and the Senior Ranger that the Ranger is performing satisfactory service, and has completed all the required units of study. This includes the required units of study for previous grades.
 - (b) Progression of Rangers (and all other classifications under the Award) will not be impeded if courses or units of study are not available; "not available" being defined as "there is no course/module available and there are no future plans by any organisation to develop training/module for that particular competency (it does not mean that the course is not available until later in the year)". It is also agreed that an employee who progresses under these terms must undertake to do the next available course/module that becomes available whether that be a replacement competency determined by Council or one that is scheduled in the Award. An employee who does not undertake to do this progression requirement shall not be allowed progression. If an employee does not complete the training/module when it becomes available then he/she shall regress back to his/her previously held grade.

- (ii) The effective date of progression from Grade 1 through to Grades 2, 3, and 4 shall be the anniversary of the commencement date of employment, except for progression to Level 2 for persons employed at the commencement date of this award.
- (iii) Progression to Grade 2 Year 1 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S Greencard
 - (b) RLPB - Organisation, policy, structure & functions
 - (c) Legislation principles
 - (d) Rangers role, Saleyard duties & functions
 - (e) Chemical Application & Risk Management (AQF 3 or 4)
 - (f) 1080 Authority and Authorised Control Officer
OR Specimen Collection (for Animal Health Specialist Rangers)
 - (g) Vertebrate Pests course, or passing the examination on the Rangers Manual OR Introduction to Anatomy & Physiology (for Animal Health Specialist Rangers)
- (iv) Progression to Grade 2 Year 2 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S
 - (b) Compliance Principles
 - (c) Interstate Health Requirements
 - (d) Livestock recognition, handling & tracing
- (v) Progression to Grade 2 Year 3 Level 2 shall be subject to passing the following units of study:
 - (a) Communication and Interpersonal Skills
 - (b) Client Services
 - (c) Self Enforcement Infringement Notice Training
 - (d) Prograze OR Introduction to Pathology (for Animal Health Specialist Rangers)
- (vi) Progression to Grade 3 shall be organised by the General Manager and shall be subject to:
 - (a) Two (2) years service as a Ranger
 - (b) Passing all the units of study for Grades 1, 2, and 3 at level 2 standard
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian
 - (d) Passing a progression review by a panel consisting of a nominee of the Authority; the Senior Ranger r; the Regional Veterinary Officer; and an Agricultural Protection Officer of the Department certifying that all of the following criteria have been met:

1. Demonstrated suitable experience and ability to a standard required by the Authority to perform the functions of an Authorised Control Officer, a Stock Inspector, and a Ranger carrying out duties in connection with Travelling Stock reserves as appropriate.
 2. Ability to exercise all appropriate functions under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate Stock Movements.
 - (d) Disaster Relief.
 3. Ability to advise on and implement programs in:
 - (a) Animal Welfare.
 - (b) Noxious Weed Control as it relates to Travelling Stock Reserves if applicable, and Pest Animal harbour.
 - (c) Pest Control if applicable.
 - (d) Integrated Pest Management.
 - (e) Animal Health Programs for the District.
 4. Demonstrated experience and ability to:
 - (a) Work without supervision.
 - (b) Have input into Authority Policy formulation.
 - (c) Prepare adequate reports to the Senior Ranger.
 - (d) Maintain adequate documentation of files and records.
 - (e) Represent the Authority and the Department in prosecutions if required by the Authority.
 - (f) Organise Field Days for ratepayers.
 - (g) Perform general duties in a competent manner
- (vii) If an Authority requires the services of a Specialist Animal Health Ranger, then as an alternative to subparagraph 5.5.3(vi), the Authority may approve following criteria for progression to Grade 4:
- (a) Passing an examination for Specialist Ranger on the Ranger's Manual as conducted by the District Veterinarian. Where a Ranger has satisfactorily completed the Ranger's Manual Examination under the current award or previous 2004 or 2002 Award, then the Ranger is not required to re-sit or undertake the Ranger's Manual Examination a second time for the purposes of any progression to any grade.
 - (b) Two (2) years service as a Ranger (providing that Council may approve a lesser period in a special case);

- (c) Passing a progression review by a panel consisting of a nominee of the Authority; the Senior Ranger (if any) or the supervising Ranger; the Regional Veterinary Officer or their representative and a nominee of the Department certifying that all of the following criteria have been met:
 - (d) Demonstrated suitable experience and ability to a standard required by the Authority and the Department to perform OJD functions or Footrot functions or any other functions which the Council approves on a case by case basis.
 - (e) Demonstrated that the Specialist Ranger is performing at a high level of skill in the speciality; and achieving a sustained high output of advisory work.
- (viii) Progression to Grade 3 Level 2 shall be subject to passing the following units of study:
 - (a) Office systems practice
 - (b) Train Small Groups
- (ix) Progression to Grade 4 shall be organised by the General Manager and shall be subject to:
 - (a) Five (5) years continuous service as a Ranger
 - (b) One (1) year service on Grade 3
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian. Where a Ranger has satisfactorily completed the Ranger's Manual Examination under the current 2007 Award or previous 2004 or 2002 Awards, then the Ranger is not required to re-sit or undertake the Ranger's Manual Examination a second time for the purposes of any progression to any grade.
 - (d) Demonstrating to the General Manager, who shall consult with the District Veterinarian or Veterinary Officer and the Senior Ranger (if any) or the supervising Ranger that they are performing at a level that resulted in their progression to Grade 3.
- (x) Progression to Grade 4 Level 2 shall be subject to passing the following units of study:
 - (a) Legislation Practices
 - (b) Compliance Practices
 - (c) Financial Planning and Budgeting
 - (d) Infected Premises Security Coordinator OR Infected Premises Site Supervisor
 - (e) Chemical Application & Risk Management (AQF 3 or 4)

5.5.4 Appointment of Ranger Grade 5

- (a) Appointment to Ranger Grade 5 depends on:
 - (i) Establishment of the position by the Authority.
 - (ii) Supervising at least two other Rangers.
 - (iii) Being required by the Authority to perform all of the duties in paragraph 5.5.4 (b) (ii) of this subclause.

- (iv) Passing the Performance Assessment. The position must be established before application can be made for assessment.
 - (v) Salary is paid from date of appointment by the Authority.
- (b) Appointment to Ranger Grade 5 shall be subject to:
- (i) Meeting all the requirements of the position of Ranger Grade 4; and
 - (ii) Passing an assessment on the following duties by a panel consisting of a nominee of the authority (other than a Director or staff member of that authority); a nominee of the Council; and a current Managing Ranger. At least one (1) panel member should have sat on a previous panel.
 - (a) Supervise all field staff and contractors (excluding District Veterinarian and specialist animal health staff).
 - (b) Manage the Authority's Vertebrate Pest Control Policy and responsibilities.
 - (c) Develop and manage the Authority's land management plans, operations, reporting policies and responsibilities as appropriate.
 - (d) Budgeting and financial management of the Authority's field operations (excluding animal health).
 - (e) Co-ordination with other Authority staff and staff of other Authority's and Agencies.
 - (f) Manage the training of field staff.
 - (g) Being actively involved in the recruitment of field staff and contractors.

5.5.5 Progression to Ranger Grade 5 Level 2 shall be subject to (ii) passing the following units of study:

- (i) Selection Techniques
- (ii) Team Development for Supervisors (Frontline Management)
- (iii) Innovation for Supervisors
- (iv) Operational Management
- (v) Customer focus for Supervisors
- (vi) Leadership for Supervisors
- (vii) OHS for Supervisors
- (viii) Restricted Area Movement and security OR Infected Premises Operation Manager

5.5.6 Accelerated Progression -

The Authority may grant accelerated progression from Grades 1 and 2 to any year in Grade 2 at any time if the General Manager certifies that the Ranger is qualified for the progression; has completed all the required Units of study; and is performing above expectation.

Accelerated progression shall take effect from one (1) month after the date of lodgement of a successful application for accelerated progression.

5.5.7 Progression Dates

- (i) The effective date of progression to each Grade or year within a Grade shall be the anniversary of the commencement date of employment.
- (ii) If an employee is granted accelerated progression the employee shall have a progression date one year after the accelerated progression date.
- (iii) If progression date is subject to passing a course, and the course is not available at the date of normal progression, and an application for progression has been made one (1) month before the normal progression date, and if the course is successfully completed, then the progression date is 1 month after a successful written application for progression.
- (iv) The effective date of progression to Level 2 in each Grade is the date that the employee passes all the required units of study, completed the required years of service, is performing satisfactorily as certified and approved by the General Manager provided that progression to Level 2 in all Grades shall not be before 1 July 2005.

Appeal

5.5.8 If a Ranger is dissatisfied with the decision of the General Manager on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34 Dispute Settling Procedures.

5.5.9 The Council may, with the agreement of the Executive of the Rangers Association, substitute a Unit of study for another Unit of study.

5.6 Field Assistants - The salaries of Field Assistants shall be as set out in (6) of Table 1 - Salaries, of Part B, Monetary Rates.

5.6.1

- (i) First year of service in the Authority system on a continuous basis is probationary.
- (ii) Initial appointment may be to Level 1 Field Assistant or Level 2 Field Assistant, depending on the duties required to be performed.

Classification Structure for Appointment of Field Assistants:

5.6.2 Level 1 Field Assistant

Appointment to the position of Level 1 Field Assistant depends on the following:

- (i) establishment of the position by the Authority; and
- (ii) the person being capable of and required by the Authority to perform the following duties:
 - (a) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
 - (b) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
 - (c) Carry out pest insect control using chemicals, boomsprays, misters and hand sprays.
 - (d) Assist in any other tasks as reasonably required by the Authority.

5.6.3 Level 2 Field Assistant

Appointment to the position of Level 2 Field Assistant depends on the following:

- (i) establishment of the position by the Authority; and
- (ii) the person being capable of and being required by the Authority to perform the following duties:
 - (a) Assist Ranger carrying out pest animal control programs, for example:
preparation of bait material, bait deliveries, bait laying, area surveillance, spreading of myxomatosis and Rabbit Calicivirus Disease, use of fumigation equipment, dogging of rabbits.
 - (b) Assist Ranger carrying out pest insect control programs if applicable in employing Authority.
 - (c) Assist Ranger in saleyard monitoring of stock.
 - (d) Assist Ranger in lice inspections.
 - (e) Assist Ranger in impounding of stock.
 - (f) Assist District Veterinarian, Ranger or Footrot Advisory Officer in footrot eradication programs.
 - (g) Keep a daily diary and records on weed control, windmill repairs, water pumping repairs, maintenance on holding yards and any other records as required by the Authority.
 - (h) Assist Authority staff at Field Days.
 - (i) Fixes repair and maintenance vehicles, plant and equipment and carries out basic workshop duties.
 - (j) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
 - (k) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
 - (l) Carry out pest insect control using chemicals, boomsprays, misters and handsprays.
 - (m) Assist in any other tasks as reasonably required by the Authority.

5.6.4 Senior Field Assistant

Appointment to the position of Senior Field Assistant depends on the following:

- (i) Establishment of the position by the Authority;
- (ii) Two (2) years service as a Field Assistant or such other experience as the General Manager deems equivalent;
- (iii) The person being capable of and being required by the Authority to perform the following duties:

- (a) All the duties of a Level 2 Field Assistant at a superior level as determined by the General Manager.
- (b) Ability to work without supervision.
- (c) Capable of carrying out the OH&S policies of the Authority

6. Competency and Training

- 6.1 The Authority General Manager may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the Livestock, Health and Pest Authorities Salaries and Conditions Award as varied, provided that such duties are not designed to promote de-skilling.
- 6.2 The General Manager may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 6.3 Any direction issued by a General Manager pursuant to subclauses 6.1 and 6.2 shall be consistent with the Authority's responsibilities to provide a safe and healthy working environment.

7. Hours of Work

- 7.1 Hours of work, exclusive of meal breaks, shall not exceed an average of 38 hours per week. Wherever possible, regularised hours of work should be maintained and rosters should be mutually agreed between the General Manager and the employee. A lunch break of at least 30 minutes must be given to and taken by all employees. No employee shall be required to work continuously for more than 5 hours without a break.
- 7.2 Where an employee, by agreement with the General Manager, works in excess of 38 hours in any one week, the employee shall be entitled to equivalent time off at a later time, that time to be mutually agreed between the General Manager and the employee concerned so that, over the period of time concerned, the average number of hours per week the employee works equals 38.
- 7.3 In the absence of an agreement to the contrary, time off in lieu of excess hours shall be acquitted within a four-week period of the excess hours being worked, so that over the four-week cycle the employee works a total of 152 hours.
- 7.4 Provided that, in the absence of an agreement to the contrary, time off in lieu of excess hours not acquitted within a four-week period of the excess hours being worked shall be forfeited.
- 7.5 Provided that an employee and an Authority may agree to either:
 - (a) defer the taking of time off in lieu to a date beyond the four-week cycle; or
 - (b) defer the taking of the time off in lieu to be taken in conjunction with annual or other leave.
- 7.6 Provided that all excess time shall be acquitted within one year of its being worked so that, over the 52 weeks of any year, the average ordinary hours worked per week equal 38.
- 7.7 Rangers, General Managers and District Veterinarians are on call for 24 hours each day when it is a reasonable request.
- 7.8 A person leaving the service of an Authority with leave in lieu in credit at the date of ceasing duty is not entitled to the monetary value of the hours in credit.
- 7.9 The method to be used to calculate the hourly rate shall be as follows:

Fortnightly Salary = Annual Salary divided by 26.0714

Hourly Rate = Fortnightly Salary divided by 76.0000

8. Overtime

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

In this clause any reference to the general manager is taken to include a reference to the chairman of the board of the authority in respect of the general manager.

- 8.1 Overtime shall mean work done at the direction of the General Manager that is outside the ordinary hours of work from Monday to Friday inclusive and that is in excess of 7 hours and 36 minutes (7.6 hours) per day and which, from its character or from special circumstances, cannot be performed in accordance with arrangements under clause 7, Hours of Work.
- 8.2 Subject to subclause 8.3 of this clause an Authority may require an employee to work reasonable overtime at overtime rates.
- 8.3 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.
- 8.4 For the purposes of subclause 8.3 of this clause what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Authority of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 8.5 Payment for overtime worked shall not be made under this award without:
- (i) approval of the General Manager for the overtime worked; and
 - (ii) approval of the General Manager for the payment of overtime.
- 8.6 Approved paid overtime shall be paid at the following rates:
- (i) Time and one half for the first 2 hours of overtime then double time thereafter for overtime worked from Monday to Friday inclusive.
 - (ii) Time and one half for the first 2 hours of overtime then double time thereafter for overtime worked on a Saturday.
 - (iii) Double time for overtime worked on a Sunday.
 - (iv) Double time and one half for overtime worked on a public holiday. This clause should also be read in conjunction with clause 12.3 of this Award.
 - (v) Overtime rates are not fixed for meal times.
 - (vi) Deleted.
 - (vii) An employee who works overtime which is not continuous with ordinary working hours shall be paid a minimum payment as for two hours work at the appropriate rate as prescribed by this award.

- 8.7 After completion of the first continuous hour, overtime shall not be paid for periods of less than one-quarter of an hour.
- 8.8 The method to be used to calculate overtime shall be as follows:
- Fortnightly Salary = Annual Salary divided by 26.0714
Hourly Rate = Fortnightly Salary divided by 76.0000
which shall determine the ordinary-time (single) hourly rate.
- 8.9 To determine appropriate rates, the rate determined in subclause 8.8 of this clause shall be multiplied by 3/2 or 2 as the case may be.
- 8.10 Rangers, Field Assistants, General Managers, Office Coordinators, Customer Service Officers and District Veterinarians accept the system of leave in lieu of overtime as provided in this award.

9. Recreation Leave

- 9.1 Employees shall be entitled to paid recreation leave at the following annual rates:
- (a) 20 working days where the employee's principal work location is in a district in the Eastern Division.
 - (b) 26 working days where the employee's principal work location is in the Central or Western Division.
 - (c) Not more than 40 days recreation leave shall be allowed in any period of 12 months, except with the approval of the General Manager.
 - (d) An employee who as at 1 January 2009 was entitled to accrue recreation leave pursuant to this clause shall continue to accrue recreation leave at the rate at which they accrued such recreation leave as at 1 January 2009.
- 9.2 Recreation leave shall not accrue for a period in excess of 50 working days except with the approval of the General Manager and any excess will be forfeited, provided the Authority has not prevented the employee taking their leave when due or approval to accumulate more than the 50 working days had been granted by the General Manager.
- 9.3 Recreation leave hereunder shall be deemed to accrue from month to month and leave so accrued or any portion thereof may be granted to any employee by the Authority at such time as the General Manager deems convenient.
- 9.4 Where the employment of an employee terminates for any reason whatsoever the employee or their spouse, children, or other dependent relative or legal representative shall be paid the monetary value of accrued recreation leave due, calculated at the rate of remuneration which the employee was receiving at the date when the employee's services terminated. It shall not be paid to another Authority.
- 9.5 Recreation leave shall accrue to employees in respect of any period of absence from duty on long service leave. However, recreation leave only accrues at 50% in respect of any long service leave at half pay.
- 9.6 Rangers, Field Assistants, General Managers, Office Coordinators, Customer Service Officers and District Veterinarians will take a minimum of ten consecutive working days as recreation leave during each period of one year after the first year of service.
- 9.7 An employee cannot be paid for recreation leave and also be paid a wage by the Authority for working during that period.

10. Recreation Leave Loading

- 10.1 Employees shall be paid an annual leave loading at the rate of 17.5 per cent for a maximum of four (4) weeks of recreation leave or part thereof.
- 10.2 There shall be an annual leave loading year ending 30 November in every year.
- 10.3 The full entitlement to the annual leave loading that the employee has accrued over the previous 12 months is to be paid to the employee on 30 November in every year (except there is no entitlement to accrual in the first year of service) up to a maximum of four weeks. Provided the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Authority.
- 10.4 The annual leave loading is payable on a pro-rata basis when an employee is granted recreation leave to their credit, (or the monetary value thereof); maternity leave; on transfer to another Authority; resignation; retirement; or termination of employment. PROVIDED the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Authority.
- 10.5 Broken service during the year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 10.6 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Pastures Protection Board, Rural Lands Protection Board or Authority and the person's period of service shall not be deemed to have been interrupted:
 - (1) by the person ceasing to be employed by one PP Board, RLPB or Authority and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board or Authority; or
 - (2) by the person having served or trained in the defence of the Commonwealth.
- 10.7 Rate of Payment - The annual leave loading is to be calculated on the salary as at November 30, or the granting of recreation leave, maternity leave, resignation, retirement or termination of employment, whichever is applicable.
- 10.8 On appointment to another Authority, the annual leave loading is payable on a pro-rata basis to that Authority and any leave taken while at the previous Authority is taken into account at the new Authority.

11. Long Service Leave

- 11.1 Long Service Leave
 - (a) Every employee who has had ten years service shall be entitled to 44 working days leave on full pay or, with the approval of the General Manager, 88 working days on half pay. After service in excess of ten years the employee shall be entitled to further leave proportionate to their length of service after ten years, calculated on the basis of 110 working days on full pay or, with the approval of the General Manager, 220 working days on half pay for ten years served after initial service of ten years. The approval of the General Manager shall not be unreasonably withheld.
 - (b) Three months notice shall be given by the employee to the Authority for long service leave of 4 weeks or more, and reasonable notice shall be given for long service leave of less than 4 weeks, unless special circumstances exist for the taking of such leave.
 - (c) The Authority shall give to the employee, and the employee shall take the leave having regard to the needs of the Authority.

- 11.2 If a public holiday falls within the period of long service leave, the period of leave is extended by one working day in respect of that holiday.
- 11.3 Where service of an employee with at least five years service and less than ten years service terminates for any reason other than the employee's serious or wilful misconduct, the employee shall be entitled to proportionate payment of such leave, calculated on the basis of 44 working days leave for ten years of service.
- 11.4 Where the service of an employee with at least ten years of service terminates by reason of resignation, retirement or dismissal for any cause, the employee shall be entitled to leave pursuant to subclause 11.1 of this clause, if not already taken and in addition to the amount of leave proportionate to the employee's length of service after ten years calculated on the basis of 110 working days on full pay after service of ten years; provided that resignation for the purpose of immediately commencing employment with another Authority shall not be deemed to be resignation for the purpose of this subclause.
- 11.5 Where the service of an employee with at least five years service and less than ten years service terminates by reason of their death, their next of kin or nominated beneficiary shall be entitled to receive the monetary value to which the employee would have been entitled, had the person's services been terminated for any of the reasons set out in subclause 11.4 of this clause, computed at the rate of salary such employee received at the time of death.
- 11.6 When an employee who is entitled to long service leave with pay dies before entering upon such leave or after entering upon such leave dies before its termination, their next of kin or nominated beneficiary shall be entitled to receive the monetary value of the leave not taken or not completed.
- 11.7 When an employee who is entitled to long service leave resigns or has retired, such employee shall be entitled to receive forthwith the monetary value of such leave.
- 11.8 In case of necessity, the General Manager may grant leave of absence without salary.
- 11.9 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board or Authority and the person's period of service shall not be deemed to have been interrupted:
- (a) by the person ceasing to be employed by one Board or Authority and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board or Authority; or
 - (b) by the person having served or trained in the defence of the Commonwealth Employment with another Authority.
- 11.10 When an employee is immediately employed by another Authority, the former employing Authority shall pay to the newly employing Authority a pro-rata payment of the cash equivalent of the contingent liability based on 44 working days for 10 years service. Example for 2.5 years service, payment will be 11 working days pay as per Table 3, Long Service Leave Accrual.
- 11.11 In addition, where the employee has had more than 10 years service, the former employing Authority shall pay the newly employing Authority a pro-rata payment based on 110 working days per 10 years after the initial service of 10 years.
- 11.12 Long service leave is calculated on the basis of a 5 day week in accordance with Table 3.
- 11.13 "Service" for the purposes of this award means continuous service as defined in Section 4 clause (11) of the *Long Service Leave Act 1955*.

12. Public Holidays

- 12.1 In addition to recreation leave provided for in clause 9, Recreation Leave, employees shall be entitled to the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter

Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, next working day after Boxing Day and any days appointed by the Governor by proclamation in the Gazette to be observed as a public holiday within the town in which the Authority's office is situated.

- 12.2 An Authority may allow an employee to accrue sufficient excess hours to enable the employee to take time off in lieu during the days between the next working day after Boxing Day and New Year's Day.
- 12.3 All time worked on a public holiday at the direction of the Authority shall be paid for at the rate of double time and a half. Alternatively, employees who work on a public holiday may, by mutual agreement, perform such work at ordinary rates, provided that leave at the rate of time and a half is added to the employee's annual leave, or one working day and a half in lieu of such public holiday shall be allowed to the employee within 28 days of such holiday falling due.
- 12.4 If an employee is requested by the Authority to work on a Saturday or Sunday at a Field Day, the employee is entitled to leave-in-lieu at 1.5 hours for each hour on duty.

13. Special Leave

Special leave with pay shall be granted to employees in certain circumstances as listed below. An Authority may, from time to time, specify other purposes for which special leave may be granted. Special leave applies to activities which are not regarded as being on duty or covered by other forms of leave.

13.1 Jury Service

- (a) An employee is to be granted special leave for the purpose of attending a court for jury service, subject to the employee presenting a certificate of attendance from the Registrar or Sheriff and paying all jury fees, other than travelling expenses, to the Authority.
 - (b) Special leave is not available if jury service falls during a period of absence on recreation leave or long service leave, etc.
 - (c) When special leave is not applied for, i.e., where a person elects to take recreation leave, leave without pay, etc., the jury fee may be retained by the employee.
- 13.2 Acting as a member of an industrial committee - An employee appointed as a member of an industrial committee under the provisions of the Industrial Relations Act 1996 is to be granted special leave for such time as is necessary for committee deliberations.
 - 13.3 Travelling to another centre for medical examination - Employees required to travel to another centre for medical examination at the direction of the Authority are to be granted special leave for the time they are necessarily absent from duty.
 - 13.4 First-aid officers attending courses to train or retrain first-aid officers - Special leave is available for attendance at courses conducted to train or retrain first-aid officers in order to meet Authorities needs. In such cases the cost of the course will be met from Authority funds, provided that the person is nominated by the Authority to attend the course.
 - 13.5 Blood Donors - Employees shall be granted special leave to give blood, with such leave being restricted to the time reasonably necessary.
 - 13.6 Defence Forces Reserves - Special leave is available to employees who are members of the Defence Forces Reserves for the purpose of travelling to annual camp and attendance at medical examinations.
 - 13.7 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 13A.2 Leave for Matters Arising From Domestic Violence have been exhausted, the Authority shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations

13A. Leave for Matters Arising from Domestic Violence

- 13A.1 The definition of domestic violence is found in clause 2.24, of clause 2 Definitions, of this award;
- 13A.2 Leave entitlements provided for in clause 15A State Personal and Carer's Leave Case and clause 15, Sick Leave, may be used by employees experiencing domestic violence;
- 13A.3 Where the leave entitlements referred to in subclause 13A.2 are exhausted, the Authority shall grant Special Leave as per subclause 13.7;
- 13A.4 The Authority will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 13A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 13A.6 The Authority where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

14. Short Leave

- 14.1 An employee, other than a casual employee, shall be entitled to up to three working days short leave without deduction of pay on each occasion of the death of a person prescribed in subclause 14.3 below. If such leave in any case exceeds three working days in any 12-month period, the excess shall be deducted from any recreation leave due to the employee, or the Authority may grant leave of absence without salary.
- 14.2 The employee must notify the Authority as soon as practicable of the intention to take short leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 14.3 Short leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 15A.1 (c) (ii), provided that for the purpose of short leave, the employee need not have been responsible for the care of the person concerned.
- 14.4 An employee shall not be entitled to short leave under this clause during any period in respect of which the employee has been granted other leave.
- 14.5 Short leave may be taken in conjunction with other leave available under subclauses 15A.2, 15A.3, 15A.4, 15A.5 and 15A.6 in clause 15A. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 14.6 An employee being an ex-service person may be granted special leave of absence with full pay in one or more periods up to a maximum of seven working days in any period of 12 months for the following purposes:
- (a) to Attend a Hospital Or Visit a Medical Officer for a Pension Application, Appeal Or Review;
 - (b) to attend a hospital or medical officer for periodical examination or attention;
 - (c) to attend a hospital, medical practitioner, specialist, artificial limb maker, maker of surgical appliances or factory for the supply, replacement or repair of an artificial limb or surgical appliance.
- 14.7 Bereavement entitlements for casual employees
- 14.7.1 Subject to the evidentiary and notice requirements in 14.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person

prescribed in subclause 15A.1(c)(ii) of clause 15A, State Personal and Carer's Leave Case - August 1996.

14.7.2 The employer and the 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.

14.7.3 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.

15. Sick Leave

15.1 Where the Authority is satisfied that an employee is unable to perform their duties on account of ill health, it may grant absence on full pay for the relevant period set out in paragraph (a) of this subclause or the period set out in paragraph (b) of this subclause, whichever is the longer:

(a) during the first year of service, at the rate of twelve (12) working days per year accrued pro-rata; during the second year of service and thereafter, 20 working days in any period of 12 months or, alternatively:

(b) by accumulating a period calculated by allowing ten (10) working days for each completed year of service and deducting therefrom the period of sick leave on full pay taken by an employee during the person's period of service, provided that:

(i) leave under this clause shall not be granted for a continuous period in excess of 120 working days;

(ii) the maximum period of sick leave on full pay which may be granted to an employee during their service shall not exceed 400 working days, unless specially approved by the employing Authority.

(c) The benefits conferred by this clause shall be deemed to accrue as from the date of the employee being first employed by a Board or Authority and there has been no interruption of service except for a period of any award leave to which the person was entitled.

15.2 The employee shall, as soon as practicable from the commencement of such absence, inform the General Manager or the General Manager's representative of the employee's inability to attend for duty and the estimated duration of absence.

15.3 The General Manager, on being satisfied that further leave in addition to that provided for in subclause 15.1 of this clause is necessary on account of illness, may grant such further leave on such terms as it may consider appropriate in the circumstances of the case.

15.4 Any employee absent on account of illness for any period exceeding three consecutive working days shall submit to the Authority a medical certificate, and the Authority may require provision of a medical certificate in respect of absence for a shorter period owing to illness.

15.5 The Authority may send a medical practitioner or may send an employee to a medical practitioner to examine any employee who is absent from duty on account of illness and, if the General Manager is satisfied by the report of such medical practitioner that the illness of such employee has been caused by the person's own misconduct, the fee of the medical practitioner and the employee's salary for each working day of absence shall be deducted from any monies due or to become due to the employee. Any employee aggrieved by any such deduction may appeal in accordance with the procedures in clause 32, Dispute Settling Procedures.

15.6

- (a) If the General Manager has reason to believe an employee is in such a state of health as to render them a danger to their fellow officers or to the public, it may require the employee to obtain and furnish a report of the person's condition from a duly qualified medical practitioner for examination either by a Government medical officer or by a medical practitioner named by the Authority. The required report is to be provided at the Authority's expense.
- (b) Upon receipt of the medical report the General Manager may direct the employee to absent themselves from their duties for a specified period and the employee's absence shall be regarded as absence on leave owing to illness and such leave shall be granted on terms and conditions set out in this clause.

15.7 If the absence from duty of an employee arises from circumstances which may give rise to a claim for payment under the Workers' Compensation Act 1988, the employee concerned may be paid salary to the extent of the sick leave for which the person is eligible in accordance with this clause and such payment shall be regarded as being made pending determination of the conditions on which leave shall be granted and shall be adjusted when such determination has been made.

15.8 Payments made in accordance with subclause 15.7 of this clause shall be regarded as inclusive of compensation (other than medical expenses) to which the employee may be entitled under the said Act.

15.9 Where the employee is injured or becomes ill under circumstances which may render the person eligible to claim compensation under the said Act and such employee states that they do not intend to claim workers compensation, leave with pay shall not be granted to such employee.

15.10 Where the circumstances of any injury to or illness of an employee may give rise to a claim for damages or compensation otherwise than under the said Act, sick leave may be granted by the Authority in accordance with this clause, upon completion by the employee of an undertaking in a form approved by the General Manager that, in the event of the person's recovering damages or compensation in respect to the injury or illness, the person shall repay to the Authority the monetary value of any sick leave granted in respect of such injury or illness.

15.11 All accumulated sick leave is to be transferred to another Authority where the employee is appointed from one Authority to another Authority without a break in service, except for accumulated leave under this award.

15A. State Personal and Carer's Leave Case

15A.1 Use of Sick Leave:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15A.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 15, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the 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, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) 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 to 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.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 34, Dispute Settling Procedures, should be followed.

15A.2 Unpaid Leave for Family Purpose:

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15A.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

15A.3 Annual Leave:

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (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.
- (d) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

15A.4 Time Off in Lieu of Payment for Overtime:

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 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 paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

15A.5 Make-up Time:

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

15A.6 Rostered Days Off:

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part- day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

15A.7 Personal Carers Entitlement for casual employees -

- (a) Subject to the evidentiary and notice requirements in 15A.1(b) and 15A.1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15A.1(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the 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 to engage a casual employee are otherwise not affected.

16. Parental Leave

16.1 Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

16.2 Definitions - For the purpose of this clause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Paternity Leave" means leave of the type provided for in subclause 16.4.
- (c) "Maternity Leave" means leave of the type provided for in subclause 16.3 (and includes special maternity leave).
- (d) "Child" means a child of the employee under the age of one year.
- (e) "Spouse" includes a de facto spouse.
- (f) "Primary Care Giver" means a person who assumes the principal role of providing care and attention for a child.
- (g) "Continuous service" means service under an unbroken contract of employment with a Board, Boards, Authority or Authorities and includes:
 - (i) any period of leave taken in accordance with this subclause;
 - (ii) any period of leave or absence authorised by the Board or Authority or by the award.

16.3 Maternity Leave:

16.3.1 An employee who is entitled to take maternity leave shall be entitled to payment at the ordinary rate of pay for a period of 14 weeks in accordance with clause 16.3.1(a) of this award. The provisions of this clause with respect to paid maternity leave commence on and from 1 January 2009.

16.3.1(a) the ordinary rate of pay shall be determined based on the average of ordinary weekly hours worked by the employee during the 40 week period immediately prior to commencing such paid maternity leave, provided that the average of such ordinary weekly hours cannot exceed 38 hours per week.

16.3.1(b) Payment for the maternity leave may be made as follows:

- (i) at the ordinary rate of pay as determined pursuant to clause 16.3.1(a)
- (ii) at half the ordinary rate of pay for a period of 28 weeks as determined pursuant to clause 16.3.1(a). Any leave accrued pursuant to clause 16.3.1(b)(ii) shall accrue on a pro rata basis.

16.3.2 Eligibility for Maternity Leave - An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph 16.3.3 hereof, shall be entitled to a period of up to 52 weeks maternity leave, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Subject to paragraphs 16.3.5 and 16.3.8 of this subclause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months' continuous service with an Authority immediately preceding the date upon which she proceeds upon such leave.

- 16.3.3 Certification - When applying for maternity leave the employee must produce to her employer a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.

The employee must also produce to her employer a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

16.3.4 Notice Requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (b) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (c) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) of this paragraph if such failure is occasioned by the confinement occurring earlier than the presumed date.

- 16.3.5 Transfer to a safe job - Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 16.3.9, 16.3.10, 16.3.11 and 16.3.12 of this subclause.

16.3.6 Variation of period of maternity leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.3.7 Cancellation of maternity leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

16.3.8 Special maternity leave and sick leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause.
- (c) For the purposes of paragraphs 16.3.9, 16.3.10 and 16.3.11 of this subclause, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this clause, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

16.3.9 Maternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

16.3.10 Effects of maternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.3.11 Termination of employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.3.12 Return to work after maternity leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this subclause, to the position which she held immediately before such transfer or, in relation to an employee who has worked part-time during the pregnancy, the position she held immediately before commencing such part - time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

16.3.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.4 Paternity Leave:

16.4.1 Nature of Leave - Paternity leave is unpaid leave.

16.4.2 Eligibility for paternity leave - A male employee, upon production to his General Manager of the certificate required by paragraph 16.4.3 shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;
- (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months' continuous service with the Authority immediately preceding the date upon which he proceeds upon either period of leave.

16.4.3 Certification

- (a) When applying for paternity leave the employee must produce to his employer a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place.
- (b) In relation to any period to be taken under subparagraph (b) of this paragraph, the employee must also produce a statutory declaration stating:
 - (i) he is seeking that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

16.4.4 Notice Requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certification required in paragraph 16.4.3 of this subclause.
- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) of this paragraph, if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph 16.4.3 of this subclause.

16.4.5 Variation of period of paternity leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause:
 - (i) the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.

- (b) The period of paternity leave taken under subparagraph (b) of paragraph 16.4.2 of this subclause may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.4.6 Cancellation of paternity leave

Paternity leave, applied for under subparagraph (b) of paragraph 16.4.2 of this subclause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

16.4.7 Paternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

16.4.8 Effect of paternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.4.9 Termination of employment -

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.4.10 Return to work after paternity leave

- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2.
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which he held immediately before proceeding on paternity leave or, in relation to an employee who has worked part-time under this clause, to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

16.4.11 Replacement employees -

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

- (b) Before an Authority engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before a Authority engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.5 Adoption Leave:

16.5.1 Nature of Leave - Adoption leave is unpaid leave.

16.5.2 Definitions - For the purposes of this subclause:

- (a) "Child" means a person under the age of five years who has not previously lived continuously with the employee concerned for a period of six months, or who is not a child or stepchild of the employee or of the spouse of the employee and is placed with the employee for the purpose of adoption.
- (b) "Relative adoption" occurs where a child, as defined, is adopted by a parent, spouse of a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

16.5.3 Eligibility

An employee, upon production to the employer of the documentation required by paragraph 16.5.4 of this subclause shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care giver of the child. This entitlement shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph (a) of this paragraph; and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

Such leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

16.5.4 Certification - Before taking adoption leave the employee must produce to the Authority:

- (a)
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

- (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period of leave to be taken under subparagraph (b) of paragraph 16.5.3, a statutory declaration stating:
- (i) the employee is seeking adoption leave to become the primary care giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

16.5.5 Notice requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under subparagraph (b) of paragraph 16.5.3.
- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (b) of paragraph 16.5.3, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) of this paragraph if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

16.5.6 Variation of period of adoption leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph 16.5.3:
 - (i) the period of leave taken under subparagraph (b) of paragraph 16.5.3 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.
- (b) The period of adoption leave taken under subparagraph (b) of paragraph 16.5.3 hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.5.7 Cancellation of adoption leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

16.5.8 Special leave

The Authority shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Authority may require the employee to take such leave in lieu of special leave.

16.5.9 Adoption leave and other entitlements

- (a) Provided the aggregate of any leave, including adoption leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.5.3 of this subclause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

16.5.10 Effect of adoption leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.5.11 Termination of employment

- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (b) An Authority shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.5.12 Return to work after adoption leave

- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph 16.5.3 of this clause.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or, in relation to an employee who has worked part-time under this clause, the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

16.5.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an Authority engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.6 Part-time work:

16.6.1 Definitions - For the purposes of this subclause:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause, whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

16.6.2 Entitlement - With the agreement of the employer

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) A female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

16.6.3 Return to former position

- (a) An employee who has had at least 12 months' continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in subparagraph (a) of this paragraph shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

- 16.6.4 Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph 16.6.5 of this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.
- 16.6.5 Part-time work agreement -
- (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
 - (b) The terms of this agreement may be varied by consent.
 - (c) The terms of this agreement or any variation to it shall be produced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (d) The terms of this agreement shall apply to part-time employment.
- 16.6.6 Termination of employment - The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposed to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- 16.6.7 Overtime - An employer may request, but not require, an employee working part-time under this clause to work overtime.
- 16.6.8 Nature of part-time work - The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.
- 16.6.9 Inconsistent award provisions - An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:
- (a) limiting the number of employees who may work part-time;
 - (b) establishing quotas as to the ratio of part-time to full-time employees;
 - (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
 - (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.
- 16.6.10 Replacement employees -
- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs 16.6.4, 16.6.5, 16.6.6 and 16.6.9 of this subclause apply to the part-time employment of a replacement employee.
- (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (g) of subclause 16.2 of this clause.

16.7 Family Provisions Case - Parental Leave

16.7.1 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).

16.7.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) 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.

16.7.3 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) The employee's request and the employer's decision made under 16.7.3(a)(ii) and 16.7.3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 16.7.3(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.

16.7.4 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 subparagraph (a) of this paragraph.

16A. Lactation Breaks

- 16A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 16A.2 A full time employee or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 16A.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 16A.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 16A.5 The Authority shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 16A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 16A.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 16A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 15, Sick Leave of this award, or access to time off in lieu as provided for in clause 7, Hours of Work of this award, where applicable.

17. Dissolution of an Authority

Where an Authority is dissolved, by reason of its amalgamation with another Authority, or otherwise, the following provisions shall apply with respect to the employees of the dissolved Authority, provided that they have been employed by the dissolved Authority for a continuous period of at least 12 months immediately prior to the dissolution of the dissolved Authority:

- (a) If after the dissolution they are employed by the Authority which assumes all or part of the functions of the dissolved Authority (hereinafter called the new Authority), the employee during the first two years of their employment by the new Authority or until their employment is terminated, whichever is the shorter period, shall be paid a salary at a rate which, except for basic wage variations, will not be less than the rate which they were being paid immediately before the date of dissolution of the dissolved Authority.
- (b) If after the dissolution the employee is not employed by the new Authority or if their employment is terminated by the new Authority, other than for misconduct, within two years of the date of dissolution of the dissolved Authority the employee shall, on the termination of their employment, be paid by the dissolved Authority, if not employed by the new Authority or by the new Authority if they are so employed, a sum equal to five weeks salary for each year of continuous service as an employee of Rural Lands Protection Boards or Authorities, at a rate equal to the average weekly amount of their salary during the fifty-two weeks immediately preceding the date of dissolution of the dissolved Authority; provided that in no circumstances shall the total amount payable under this clause exceed a sum equal to 104 weeks salary at such rate.

18. Change, Redundancy and Termination,

18.1 Change - Authority's Duty to Notify Change:

- (a) Where an Authority has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the General Manager shall notify the employees who may be affected by the proposed changes; the Council; and the Association and/ or Union as appropriate.
- (b) "Significant Effects" include termination of employment, major changes in the composition, operation or size of the Authority's workforce or in the skills required; the elimination of or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provisions for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

18.2 Authority's Duty to Discuss Change:

- (a) The Authority shall discuss with the employees affected and the Association and/or Union, the introduction of the changes referred to in subclause 18.1 of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Association and/or Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Authority to make the changes referred to in subclause 18.1 of this clause.
- (c) For the purposes of such discussion, the Authority shall provide in writing to the employee concerned and the Association and/or Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any Authority shall not be required to disclose confidential information, the disclosure of which would be inimical to the Authority's interest.

18.3 Redundancy:

(a) Discussions before Terminations

- (i) If an Authority has made a definite decision that it wishes to delete an occupied position and if such a decision may lead to termination of employment, the employer shall hold discussions with any affected employees and with the Association and/or Union and with the Council.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (i) of this paragraph and shall cover any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) For the purposes of the discussions the employer shall, as soon as practicable, provide in writing to the employees concerned and to the Council and Association and/or Union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

(b) Transfer to Lower-paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (i) of paragraph (a) of this subclause, the employee shall be entitled to the same period of notice of transfer to which they would have been entitled if their employment had been terminated and the Authority may, at the Authority's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new lower ordinary-time rate for the number of weeks of notice still owing.

- (c) **Severance Pay** - In addition to the period of notice prescribed for ordinary termination in this award and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof shall be entitled to two weeks' pay for every year of service, to a maximum of 26 weeks pay.

"Weeks pay" means the ordinary-time rate of pay for the employee concerned.

- (d) **Employee Leaving During Notice Period** - An employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had they remained with the Authority until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) **Alternative Employment** - An Authority in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Authority obtains acceptable alternative employment for an employee.
- (f) **Time Off During Notice Period**
 - (i) During the period of notice of termination given by the Authority, an employee shall be allowed up to one working day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than one working day during the notice period for the purpose of seeking other employment the employee shall, at the request of the General Manager, be required to produce proof of attendance at an

interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

- (g) Employees With Less Than One Year's Service - This clause shall not apply to employees with less than one year's continuous service and the general obligation on Authority's should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (h) Employees Exempted - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

18.4 Termination:

- (a) Nothing in this award shall affect the right of the Authority to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, provided that no employee shall be dismissed without notice for:
 - (i) sickness, accident or injury if he or she informs the General Manager or the General Manager's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day;
 - (ii) any other reasonable cause if he or she informs the General Manager or the General Manager's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day.
- (b) Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct, while legitimately absent from duty on accrued sick leave or annual leave.
- (c) An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
 - (i) Notice of termination by an Authority:
 - (1) In order to terminate the employment of an employee the Authority shall give to the employee the following written notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in section (1) hereof, employees over 45 years of age at the time of the giving of the notice, with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the prescribed notice in section (1) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (4) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
 - (5) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal such as malingering, misconduct, incompetence, inefficiency or neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (ii) Where an Authority has given notice of termination to an employee, an employee shall be allowed up to one working day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the General Manager or the General Manager's representative.
 - (iii) The General Manager shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the employee.
 - (iv) Termination of employment by an Authority shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include terminations with or without notice. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, union membership or activity, non-union membership or activity, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- (d) Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of an Authority save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the Authority shall have the right to withhold moneys due to the employee of an amount equal to the period of notice not given.

19. Removal Expenses

- 19.1 With the prior approval of the employing Authority, where a current employee of an Authority is required to change domicile in order to take up a position of Customer Service Officer, Office Coordinator or Ranger, such an employee is entitled to reimbursement of up to \$1,500 for actual reasonable removal expenses on the production of receipts.
- 19.2 Where a General Manager or District Veterinarian applies for a position in another district in answer to an advertisement and is appointed, the General Manager or District Veterinarian shall be eligible for the removal expenses as detailed in subclause 19.3.
- 19.3
- (a) The actual cost of conveyance of the General Manager or District Veterinarian and their family transferring from one district to another, together with reasonable expenses of removal of furniture and effects, shall be allowed.
 - (b) Application for expenses in respect of removal of furniture and effects shall be presented to the Authority and shall be accompanied by:
 - (i) an inventory of the furniture and effects including the appropriate gross weight; and

- (ii) quotations from carriers for the cost of removal. The quotations shall be obtained, where practicable, from at least two carriers and should show the cost of removal from house to house.
- (c) The liability of the Authority for removal expenses shall be limited to the amount specified in the approved quote, but the furniture and effects may be removed in any way the General Manager or District Veterinarian chooses. The Authority shall in no case be responsible for any damage done to furniture and effects in the course of removal, but shall reimburse the amount of the premium in respect of an insurance policy effected by the General Manager or District Veterinarian up to the maximum rate currently charged by the tariff insurance companies to cover such risks as collision, fire, overturning of vehicles and other risks for which a common carrier is not normally liable, subject to the maximum insurable value of the furniture and effects not exceeding \$40,000.

19.4 Where a District Veterinarian whose removal expenses are being paid by the Authority finds it necessary to secure board and lodging for self and dependant relatives while waiting:

- (a) to commence or continue the journey to the new location; or
- (b) to secure a residence or accommodation at the new location,

the District Veterinarian shall be allowed one half of the actual cost so incurred for a period not exceeding one week in the first case and four weeks in the second. If the Authority is satisfied that the District Veterinarian has made every reasonable but unsuccessful endeavour to secure a home or accommodation at the destination, the allowance may be continued for an additional period not exceeding four weeks. In special cases where the General Manager is satisfied that a further continuation of the allowance is warranted, an allowance not exceeding \$25 per week may be granted for an additional period not exceeding five weeks.

20. Conference Attendance and Industrial Leave

- 20.1 Attendance at conferences of the District Veterinarians, Rangers, General Managers, and Customer Service Officers or any other conference or meeting where attendance is required by the Authority or Council, the employee shall be deemed to be on their normal duties.
- 20.2 Any member of the PSA Departmental Committee or an AWU Branch Executive when attending a meeting of the committee approved by the PSA or AWU respectively shall be granted leave on full pay while so attending but expenses will not be paid by the Authority or the Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the Workers Compensation Act.
- 20.3 The PSA and AWU or its delegates shall notify the Council of the members of the PSA Departmental Committee or AWU Branch Executive respectively required to attend such meeting and the date of such meeting.
- 20.4 Any member of the Joint Consultative Committee attending a meeting with the Council shall be granted leave on full pay while so attending but expenses will not be paid by the Authority or the Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the *Workers Compensation Act*.

21. Living Allowance

- 21.1 An employee who as at 1 January 1995 was receiving a living allowance shall continue to do so. Such allowances are set out in Items 2, 3 and 4 of Table 2 - Allowances, of Part B, Monetary Rates.
- 21.2 No further increases will apply to these allowances.

22. Travelling Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

Where an Employee Travels on Official Duty with the Approval of the Authority the employee shall be allowed:

- (a) The use of an Authority vehicle or the cost of conveyance by rail, bus or aircraft and, in the case of emergency, cost of hiring a car or other vehicle.
- (b) If the employee's private car is used at the request of the General Manager (or the Chairperson of the Board of the Authority in relation to the General Manager) an amount as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices.
- (c) If the employee requests and the General Manager (or the Chairperson of the Board of the Authority in relation to the General Manager) agrees that the employee may use their private car the casual rate as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices. The casual rate can be paid so long as the allowance is not greater than the cost of travel by public or other available transport.
- (d) These provisions shall also be applicable to employees when attending conferences.

23. Accommodation Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

23.1 Where overnight accommodation is required -

- (a) Where in the course of duties, an employee is required to spend one or more nights away from home with the prior approval of the Authority, the employee shall be entitled to all reasonable actual expenses, providing receipts are produced to the Authority together with an incidental expenses allowance set out in Item 6 of Table 2. Expenses include accommodation, breakfast, lunch, dinner and transport costs. Transport costs are specified in clause 22, Travelling Allowance.
- (b) As an alternative to actual expenses, the employee may elect to receive the accommodation allowance as set out in Item 7 of Table 2 - Allowances, of Part B, Monetary Rates, (or such higher rates as apply to NSW Public Servants as published in the Public Service Notices) without providing receipts to the Authority. The accommodation allowance for the Capital City of Sydney applies to accommodation where the telephone number commences with the numbers 028 or 029 in accordance with the Premiers Directions. The provisions of this clause will not apply in circumstances where a third party is providing accommodation to the employee and the employee does not have to pay for it.
- (c) The accommodation allowance is calculated on the hourly basis from the time that the employee leaves home or place of employment until the time that the employee returns home or to the place of employment. The accommodation allowance covers accommodation, breakfast, lunch, dinner and incidentals but does not cover transport costs. Transport costs can be claimed in addition to the allowance.

23.2 Cost of Meals - One day Journeys - Where overnight accommodation is not required -

Where the General Manager is satisfied that an employee reasonably incurs additional expenses for breakfast, lunch or dinner, the employee may be reimbursed the actual cost of breakfast, lunch or dinner up to the amounts set out in Items 8, 9 and 10 of the said Table 2, or such higher amounts as apply to

NSW Public Servants as published in the Public Service Notices, providing receipts are produced to the General Manager.

- 23.3 Production of Receipts - Payment of any actual expenses shall be subject to the production of receipts, or as provided by Council Guidelines.

24. Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

- (i)
 - (a) A permanent solid floor structure, externally clad and internally lined.
 - (b) A bed and mattress and pillow.
 - (c) A lockable door and windows that are fly screened.
 - (d) Table and chairs.
 - (e) Artificial lighting.
 - (f) Heating if required.
 - (g) Shower facilities with hot and cold water.
 - (h) Toilet facilities that are fly proof.
 - (i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
 - (j) Adequate supplies of fresh drinking water.
- (ii) In the event of there being no permanent structure, the Authority shall provide a caravan with amenities equivalent to those required above.
- (iii) Where the Authority is unable to provide such equipment specified above, with Authority approval the employee shall be:
 - (a) reimbursed for the cost of hiring such equipment upon production of receipts; or
 - (b) be paid the daily allowance for providing their own equipment.
- (iv) An employee may provide their own bedding or sleeping bag and be paid the bedding allowance. Otherwise the employer shall provide necessary sheets, blankets or sleeping bag.
- (v) Camping allowance and amounts per day as set out in Items 11-14 of Table 2 - Allowances, of Part B, Monetary Rates or such higher amounts as apply to NSW Public Servants as published in the Public Service Notices.

25. Protective Clothing and Equipment

Special protective clothing shall be provided in accordance with the Work Health and Safety Act 2011 and its associated regulations. The list (Circular 92/4) shall be reviewed in consultation with the Association and the Union.

26. Horse Allowance

If the Authority requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 15 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the horse is used.

27. Dog Allowance

If the Authority requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 16 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the dog is used.

28. Flying Allowance

Where an employee is required by the Authority to work from an in-flight situation they shall be paid an allowance as set out in Item 17 of Table 2 - Allowances (or such higher amount as apply to NSW Public Servants as published in the Public Service Notices). The flying allowance payable under this Clause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

29. Motor Vehicle Usage and Allowance

The provisions of this clause shall take effect from the beginning of the first pay period to commence on or after 21 March 2009.

- 29.1 All General Managers, District Veterinarians, Rangers and when required by the Authority, Field Assistants shall be provided with appropriate motor vehicles by the Authority for official use. All hard top and enclosed motor vehicles shall be provided with air conditioning units. All upkeep, running expenses, registration, insurance, maintenance, etc., associated with the motor vehicle shall be paid by the Authority.
- 29.2 Where an employee is required, at the request of the General Manager (or the Chairperson of the Board of the Authority in relation to the General Manager), to use their private vehicle in the normal course of duties, an amount as set in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, or such higher rates as apply to NSW Public Servants notified through Memorandum or Circular.
- 29.3 If an employee's requests and the General Manager (or the Chairperson of the Board of the Authority in relation to the General Manager) agrees that the employee may use their private car the casual rate as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices. The casual rate can be paid so long as the allowance is not greater than the cost of travel by public or other available transport.
- 29.4 Staff of an Authority, excluding a staff member classified under this Award in the position of General Manager, required to use a motor vehicle provided by the Authority in the course of their duties may, at the discretion of the General Manager, be granted private use of the motor vehicle on such conditions as the Authority determines.
- 29.5 The General Manager may elect to use the vehicle provided by the Authority for private purposes conditional upon the General Manager paying to the Authority an after tax contribution equal to the taxable value of the car fringe benefit in the year the car fringe benefit was provided. This contribution must be made by way of an after tax deduction from the Generals Managers fortnightly salary.

30. Telephone Expenses

- 30.1 If an employee is required by the Authority to make and/or receive telephone communications in the employee's private residence for the convenience of ratepayers or others in connection with the execution of their duties outside normal hours, the Authority shall pay the cost of any necessary telephone connection(s) or reconnection(s) and the payment of full rental and all outgoing calls made in connection with the employee's duties which have been recorded.

- 30.2 An Authority may, by agreement with the employee, pay a telephone allowance in lieu of payment specified in clause 30.1.
- 30.3 Where the connection is outside the urban boundaries of a town, village, city, etc. and the Authority may require connection and the connection fee exceeds the average connection fee for that urban area, the payment of additional connection costs may be negotiated.
- 30.4 An Authority may at its discretion, pay such proportion of private calls from such telephone mentioned in the Award as the General Manager determines and under such conditions as the Authority determines.

31. Home Office Allowance

Where the Authority, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

- (a) A formal Agreement shall be signed by the Authority and the Employee before such official use of the space.
- (b) The Authority will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the General Manager.
- (c) The furniture and equipment provided by the Authority shall remain the property of the Authority.
- (d) An Allowance per year of an amount set out in Table 2 - Allowances, payable to the Employee on a fortnightly basis in arrears, shall be paid by the Authority on commencement of the use of the room after the Agreement has been signed.
- (e) The amount of the Allowance will increase in accordance with the amount specified in the Crown Employees (Public Service Conditions of Employment) Award for using a room at home as an office.
- (f) If the Agreement is cancelled in writing by either party, no further payments shall be paid by the Authority and no amounts shall be refunded by the Employee.

32. Deduction of Association and Union Membership Fees

- (i) The Association and the Union shall provide the employer with a schedule setting out fortnightly membership fees payable by members of the Association and the Union in accordance with their rules.
- (ii) The Association and the Union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct fortnightly membership fees from the pay of any employee who is a member of the Association or Union provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from the employee's pay shall be forwarded at least monthly to the Association or Union together with all necessary information to enable the Association or Union to reconcile and credit subscriptions to employees' membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Association or Union, all membership fees shall be deducted on a fortnightly basis.
- (vi) An employee may revoke, with two (2) weeks' notice in writing, any authorisation to the employer to make payroll deductions of membership fees.
- (vii) There shall be no requirements to make deductions for casual employees with less than two (2) months service (continuous or otherwise).

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

33. Indexation of Allowances

With the exception of clauses 21 Living Allowance; 22 Travelling Allowance; 23 Accommodation Allowance; 28 Flying Allowance; 29 Motor Vehicle Usage and Allowance; and 31 Home Office Allowance, all allowances shall be moved automatically in accordance with movements in the Wage Case Decisions by Fair Work Australia.

34. Dispute Settling Procedures

- 34.1 The intention of the following procedures is to establish an equitable and orderly procedure for discussing and settling complaints and grievances. It is not intended to prescribe or offset the right of any party to instigate proceedings under the provisions of the *Industrial Relations Act 1996*.
- (i) Where a dispute arises at a particular location which cannot be resolved between the employee and/or their representative and the relevant supervisor it shall be referred to the General Manager in an attempt to resolve the matter.
 - (ii) Failing settlement of the issue at this level, the matter shall be referred to the Board for their advice and assistance.
 - (iii) Failing settlement of the issue at this level, the matter shall be referred to the Council for their advice and assistance.
 - (iv) If the matter remains unresolved, the parties shall agree that the matter can be referred to the appropriate tribunal under the *Industrial Relations Act 1996*.
 - (v) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.
 - (vi) The right is reserved to the parties to vary this procedure where a bona fide safety factor is involved.
- 34.2 Notwithstanding Clause 34.1, the Authority shall not make a monetary offer in settlement of a dispute without the prior written approval of the Council.

35. No Extra Claims

- 35.1 The Association and the Union undertake not to pursue any new salaries or conditions claims arising from negotiation of productivity and efficiency improvements resulting in this Award.
- 35.2 The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims to take effect during the term of this Award except for any areas so agreed between the parties.
- 35.2(a) Leave is reserved for the parties to make application to the Industrial Relations Commission of New South Wales during the nominal term of this Award, to seek the future inclusion of progression criteria for all positions and changed grades for the positions below the grade of Senior Ranger, Senior Veterinarian or Office Coordinator."

36. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) 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.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

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

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

36A. Secure Employment

36A.1 Objective of this Clause

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

36A.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 36A.2(b), upon receiving notice under paragraph 36A.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her

ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 36A.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 36A.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

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

36A.3 Work Health and Safety

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

- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 36A.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

36A.4 Disputes Regarding the Application of this Clause

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

36A.5 This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

37. Area, Incidence and Duration

37.1 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 April 2012.

Changes made to this award subsequent to it first being published on 31 July 2009 (368 I.G. 954) have been incorporated into this award as part of the review.

37.2 It shall apply to District Veterinarians, Senior District Veterinarians, Rangers, Senior Rangers, Field Assistants, Customer Service Officers, Office Coordinators, and General Managers employed under the *Rural Lands Protection Act 1998* under the jurisdiction of the Livestock Health and Pest Authorities.

Commencement and finishing dates.

37.3 It shall take effect from the beginning of the first pay period to commence on or after 1 July 2008 and shall remain in force thereafter until 30 June 2011.

PART B

MONETARY RATES

Table 1 - Salaries

(1) District Veterinarians

Award classification	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)	Salary as at 1 July 2011 (Inclusive of 2.5% increase)
	\$	\$	\$	\$	\$
Grade 1					
Grade 1 - 1st Year	56,465	58,724	61,073	63,515	65,102.88
Grade 1 - 2nd Year	56,873	59,148	61,514	63,974	65,573.35
Barrier					
Grade 2					
Grade 2 - 1st Year	59,725	62,114	64,599	67,183	68,862.58
Grade 2 - 2nd Year	62,036	64,517	67,098	69,782	71,526.55
Grade 2 - 3rd Year	65,751	68,381	71,116	73,961	75,810.03
Barrier					
Grade 3					
Grade 3 - 1st Year	69,781	72,572	75,475	78,494	80,456.35
Grade 3 - 2nd Year	73,442	76,380	79,435	82,612	84,677.30
Grade 3 - 3rd Year	79,342	82,516	85,816	89,249	91,480.23
Barrier					
Grade 4					
Grade 4 - 1st Year	83,906	87,262	90,753	94,383	96,742.58
Grade 4 - 2nd Year	86,419	89,876	93,471	97,210	99,640.25
Grade 4 - 3rd Year	88,962	92,520	96,221	100,070	102,571.75

1.1 An additional per annum allowance of \$1,592 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts.

1.2 No further increases to apply to this allowance.

1A. Senior Veterinary Officer

Classification	Salary as at 11 February 2009	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)	Salary as at 1 July 2011 (inclusive of 2.5% increase)
	\$	\$	\$	\$
Senior Veterinary Officer	101,500	105,560	109,782	112,526.55

(2) General Managers

Classification	Salary as at 1 December 2008 \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
General Manager (other than a General Manager employed in the Western Division)	105,000	109,200	113,568	116,407.20
General Manager (employed in the Western Division)	68,000	70,720	73,549	75,387.73

(3) Customer Service Officers

Award classification Customer Service Officer (CSO)	Salary as at 1 July 2007 (inclusive of 4% increase) \$	Salary as at 1 July 2008 (inclusive of 4% increase) \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
CSO Grade 1 - 1st year	34,510	35,890	37,326	38,819	39,789.48
CSO Grade 2 - 1st year	35,106	36,510	37,971	39,489	40,476.23
CSO Grade 2 - 2nd year	35,681	37,108	38,593	40,136	41,139.40
CSO Grade 3 - 1st year	36,266	37,717	39,225	40,794	41,813.85
CSO Grade 3 - 2nd year	37,435	38,932	40,490	42,109	43,161.73
Barrier					
CSO Grade 4 - 1st year	38,606	40,150	41,756	43,426	44,511.65
CSO Grade 4 - 2nd year	39,775	41,366	43,021	44,741	45,859.53
Barrier					
Award classification Senior Customer Service Officer (SCSO)	Salary as at 1 July 2007 (inclusive of 4% increase)	Salary as at 1 July 2008 (inclusive of 4% increase)	Salary as at 1 July 2009 (inclusive of 4% increase)	Salary as at 1 July 2010 (inclusive of 4% increase)	
SCSO Level 1	40,945	42,583	44,286	46,058	47,209.45
Barrier					
SCSO Level 2	42,699	44,407	46,183	48,031	49,231.78

- (4) Office Coordinator - Applicable to Office Coordinators appointed in relation to the creation of Livestock Health and Pest Authorities on 1 January 2009.

Classification	Salary as at 11 February 2009 \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as 1 July 2011 (inclusive of 2.5% increase) \$
Office Coordinator	55,000	57,200	59,488	60,975.20

- (5) Rangers

Award classification - Ranger	Salary as at 1 July 2007 (inclusive of 4% increase) \$	Salary as at 1 July 2008 (inclusive of 4% increase) \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
Ranger Grade 1					
Ranger Grade 1 1st year	40,822	42,455	44,153	\$45,919	47,066.98
Ranger Grade 2					
1st year	42,228	43,917	45,674	47,501	48,688.53
Level 2 (refer to clause 5.5.3(iii))	42,812	44,524	46,305	48,158	49,361.95
2nd year	43,806	45,558	47,381	49,276	50,507.90
Level 2 (refer to clause 5.5.3(iv))	44,391	46,167	48,013	49,934	51,182.35
3rd year	45,488	47,308	49,200	51,168	52,447.20
Level 2 (refer to clause 5.5.3(v))	46,072	47,915	49,831	51,825	53,120.63
Barrier					
Grade 3					
Level 1	47,029	48,910	50,867	52,901	54,223.53
Barrier					
Level 2	48,784	50,735	52,765	54,875	56,246.88
Grade 4					
Level 1	49,215	51,184	53,231	55,360	56,744.00
Barrier					
Level 2	52,139	54,225	56,394	58,649	60,115.23
Grade 5 Managing Ranger					
Level 1	54,085 (inclusive of supervision allowance)	56,248 (inclusive of supervision allowance)	58,498 (inclusive of supervision allowance)	60,838 (inclusive of supervision allowance)	62,358.95
Barrier					
Level 2	57,010 (inclusive of supervision allowance)	59,290 (inclusive of supervision allowance)	61,662 (inclusive of supervision allowance)	64,128 (inclusive of supervision allowance)	65,731.20

- 5.1 An amount of \$1000 shall be added to the salary of Rangers Grades 1, 2 and 3 and \$1500 added to the salary of Rangers Grades 4 and 5 and Senior Rangers, on attaining a Diploma that, in the opinion of State Council, is relevant, OR

5.2 An amount of \$2000 shall be added to the salary of Rangers Grades 1, 2, and 3, and \$2500 added to the salary of Rangers Grades 4 and 5 and Senior Rangers, on attaining a Degree that, in the opinion of State Council, is relevant.

5.3 The amounts set out in 5.1 and 5.2 shall not be cumulative.

5A. Senior Rangers

Classification	Salary as at 11 February 2009 \$	Salary as at 1 July 2009 (inclusive of 4% increase) \$	Salary as at 1 July 2010 (inclusive of 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
Senior Ranger (other than a Senior Ranger employed in the Western Division)	70,000	72,800	75,712	77,604.80
Senior Ranger (employed in the Western Division)	57,000	59,280	61,651	63,192.28

(6) Field Assistants

Award classification - Field Assistants	Salary as at 1 July 2007 (includes 4% increase) \$	Salary as at 1 July 2008 (includes 4% increase) \$	Salary as at 1 July 2009 (includes 4% increase) \$	Salary as at 1 July 2010 (includes 4% increase) \$	Salary as at 1 July 2011 (inclusive of 2.5% increase) \$
Level 1	35,233	36,642	38,108	39,632	40,622.80
Level 2	37,731	39,240	40,810	42,442	43,503.05
Senior	40,822	42,455	44,153	45,919	47,066.98

Table 2 - Allowances

As at 1 July 2011

Item No.	Clause No.	Brief Description	Amount	
1	5.5.2	Supervising Field Assistants, Rangers, Labourers or Contractors	\$47.14 per week.	
	21	Living Allowance - (Grades as defined in Public Service Handbook) for Employees employed before 1.1.1995 only.	With Dependants Per annum	Without Dependants Per annum
2	21	Grade A	\$1,083.00	\$758.00
3	21	Grade B	\$1,444.00	\$1,012.00
4	21	Grade C	\$1,926.00	\$1,348.00
5	22(b) 29.2	Travelling Allowance If the Employees private car is used	63.0 cents/km	(engine capacity under 1600cc)
			74.0 Cents/km	(engine capacity from 1601cc - 2600cc)
			75.0 cents/km	(engine capacity over 2601cc)

5	22(c) 29.3	Travelling Allowance If the Employees private car is used (casual rate)	25.2 cents/km	(engine capacity under 1600cc)			
			29.6 Cents/km	(engine capacity from 1601cc - 2600cc)			
			30.0 cents/km	(engine capacity over 2601cc)			
6	23	Accommodation Allowances					
		Incidental Expenses Allowance when claiming Actual Expenses		\$17.30 per day			
7	23	Accommodation Allowances					
		Capital Cities	Per Day \$	High Cost Country	Per Day \$	Tier 2 Country	Per Day \$
		Adelaide	270.10	Maitland	244.60	Armidale	224.30
		Brisbane	314.10	Newcastle	255.60	Bathurst	224.30
		Canberra	278.10	Wollongong	241.10	Broken Hill	224.30
		Darwin	302.10			Coffs Harbour	224.30
		Hobart	238.10			Cooma	224.30
		Melbourne	286.10			Dubbo	224.30
		Perth	289.10			Gosford	224.30
		Sydney	296.10			Goulburn	224.30
				All Other Country Locations \$ per day 204.30		Mudgee	224.30
						Muswellbrook	224.30
						Orange	224.30
						Port Macquarie	224.30
						Queanbeyan	
						Tamworth	
						Tumut	
						Wagga Wagga	
		Meal Expenses	Capital Cities & High Cost Country		Tier 2 & Other Country Centres		
8	23.2	Breakfast	Max \$23.65		Max \$21.15		
9	23.2	Lunch	Max \$26.55		Max \$24.20		
10	23.2	Dinner	Max \$45.60		Max \$41.65		
11	24	Camping allowance	\$37.55 per night - takes into account supplying own food, incidentals and general disability				
12	24	Equipment Allowance if camping equipment not provided by the Authority	\$28.20 per night for supplying own camping equipment.				
13	24	Bedding Allowance if bedding or sleeping bag not provided by the Authority	\$4.70 per day for supplying own sleeping bag				
14	24	Excess Allowance If required to camp in excess of 40 consecutive days	\$9.00 per day in addition to any other allowance				
15	26	Employee	\$9.54 per week				

		requested by the Authority to supply own horse and saddle, including responsibility for feeding, grooming and caring in own time	
16	27	Employee requested by the Authority to supply own dog, including responsibility for housing, caring and feeding in own time	\$4.96 per week per dog
17	28	Flying Allowance	\$17.90 per hour
18	31	Home Office allowance	\$823 per annum (or such other amount as specified in the Crown Employees Public Service Conditions Award).

NOTE: For reimbursements regarding removal expenses see clause 19, Removal Expenses of Part A.

Table 3 - Long Service Leave Accrual

LONG SERVICE LEAVE ACCRUAL TABLE BASED ON A FIVE (5) DAY WEEK						
All figures in this table refer to working days						
Years 1 to 5 are shown for accrual purposes ONLY.						
Years	0-10 Years		Years	10+ Years	Years	10+ Years
1	4.4	days	11	55 days	21	165
2	8.8		12	66	22	176
3	13.2		13	77	23	187
4	17.6		14	88	24	198
5	22.0		15	99	25	209
6	26.4		16	110	26	220
7	30.8		17	121	27	231
8	35.2		18	132	28	242
9	39.6		19	143	29	253
10	44.0		20	154	30	264
					31	275
					32	286
Months	0-10 Years		Months	10+ Years	33	297
1	0.4	days	1	0.9 days	34	308
2	0.7		2	1.8	35	319
3	1.1		3	2.7	36	330
4	1.4		4	3.6	37	341
5	1.8		5	4.5	38	352
6	2.2		6	5.4	39	363
7	2.5		7	6.3	40	374
8	2.9		8	7.2	41	385
9	3.3		9	8.1	42	396
10	3.6		10	9.1	43	407
11	4.0		11	10.0	44	418
					45	429
Weeks	0-10 Years		Weeks	10+ Years	46	440
1	0.09	days	1	0.23 days	47	451
2	0.18		2	0.45	48	462
3	0.27		3	0.68	49	473
4	0.36		4	0.91	50	484
					51	495
Days	0-10 Years		Days	10+ Years	52	506
1	0.02	days	1	0.05 days	53	517
2	0.04		2	0.09	54	528
3	0.05		3	0.14	55	539
4	0.07		4	0.18	56	550
5	0.09		5	0.23		

NOTE: To convert leave taken on a seven (7) day week basis up to 1 July 2004, to a five (5) day week basis in accordance with this Table, multiply the total days taken , (including Saturdays and Sundays), by 5/7.

Example:

Assume 3 weeks (21 days) Long Service Leave taken before 1 July 2004.

Multiply 21 x 5/7 = 15 working days.

15 days to be deducted from accrued entitlements in the above table as at 1 July 2004.

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