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SECTION 1 – Application and Operation

1. Application

1.1 This section applies to all Employees unless stated otherwise.

2. Coverage

2.1 This Agreement covers all permanent, temporary, and casual employees employed by the Technical and Further Education Commission of NSW in the classifications identified under Section 5, Parts A-G, and Section 6 of this Agreement.

3. Term

3.1 This Agreement shall come into operation on the seventh day after approval by Fair Work Australia and its nominal expiry date will be 30 June 2017.

4. Operation of Agreement

4.1 This Agreement consists of six sections:

4.1.1 Section 1, Application and Operation;

4.1.2 Section 2, Employment Arrangements;

4.1.3 Section 3, General Conditions;

4.1.4 Section 4, Transferred Employees Compensation; and

4.1.5 Section 5, Parts A – G; and

4.1.6 Section 6, TAFE NSW Support Employees

4.2 The Sections of this Agreement will operate as follows:

4.2.1 Section 1, Application and Operation applies to all Employees unless otherwise stated. Clause 5, Dictionary, of Section 1, does not apply to Employees employed in positions under Section 6;

4.2.2 Section 2, Employment Arrangements applies to all Employees unless otherwise stated, with the exception of Employees employed in positions under Section 6;

4.2.3 Section 3, General Conditions applies to all Employees unless otherwise stated.

Sections 1, 2 and 3 apply to all Employees unless otherwise stated;

4.2.4 Section 4 applies to all Employees except for Section 4 does not apply to Casual Employees;

4.2.5 Section 5 comprises Parts A-G which apply in the manner specified in each Part and as set out in 4.3 below the table at 4.2.5 (a). Section 5 does not apply to Employees employed in classifications under Section 6.
#### 4.3a) Parts A-G in Section 5 contain specific terms and conditions, salaries, rates of pay, and allowances applicable to the separate Employment Groups under each Part as follows:

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<td>D</td>
<td>Printing and Graphic Arts Employees</td>
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<td>E</td>
<td>Trades Assistants</td>
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<tr>
<td>F</td>
<td>Skilled Trades Employees</td>
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#### 4.2.6 Section 6, TAFE NSW Support Employees contains specific conditions of employment, salaries, rates of pay, and allowances applicable to the classifications established under the modern classification structure. These specific conditions of employment, salaries, rates of pay, and allowances only apply to Employees who are employed in classifications covered by Section 6.

---

#### 4.34 This Agreement operates to the exclusion of any Modern Award, Enterprise Agreement, Transitional Instrument or unregistered agreement, excluding local arrangements entered into under clause 81, Part A of Section 5, and clause 21 of Section 6, that could otherwise apply.

---

#### 4.45 No term of this Agreement will operate to exclude the National Employment Standards or any provision of the National Employment Standards.

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#### 4.56 This Agreement must be read in conjunction with TAFE policies, procedures and guidelines, including those referred to in this Agreement. These policies, procedures and guidelines do not form part of this Agreement. In the event of any inconsistency, the Agreement will prevail.

---

#### 5. Dictionary

5.1 The definitions in this clause do not apply to Employees employed in classifications covered by Section 6 of this Agreement. The dictionary for Employees employed in classifications covered by Section 6 of this Agreement can be found at clause 3, Dictionary of Section 6.


"Accumulation" in Section 5, Part A of this Agreement means the accrual of leave or time. In respect of weekly study time under clause 54 of Section 3 of this Agreement "accumulation" means the aggregation of short periods of weekly study time which is granted for private study purposes.

"Afternoon shift" in Section 5, Parts B, E, and F of this Agreement means any shift finishing after 6.00 pm and at or before midnight.

"Afternoon Shift" in Section 5, Part C of this Agreement means any shift finishing after 6.30 pm and at or before midnight.

"Agreement" means the TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2013-2015.
“Appropriate Level of Training” in Section 5, Part G of this Agreement means completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification. Such a course is to be accredited by the Australian Hospitality Review Panel; the Employee’s skills have been assessed to be at least the equivalent of those attained through the suitable course, and such assessment is to be undertaken by a qualified skills assessor.

“Approved Course” means a course relevant to the employment of the Employee in the NSW TAFE Commission and approved by the Managing Director.

“At the convenience of” means the operational requirements permit the Employee’s release from duty or that satisfactory arrangements are able to be made for the performance of the Employee’s duties during the absence.

“Birth” means the birth of a child and includes stillbirth.

“Broken shifts” in Section 5, Part B of this Agreement means the working of two shifts per day by a Security Officer within the ordinary hours specified in 128.14 of clause 3 Hours, of Part B or the working of two shifts or more per day by a General Services Officer.

“Capital City” means the area within the Sydney Telephone District or within a corresponding area in the Capital City of another State or Territory.

“Casual Employee” means a person employed by the NSW TAFE Commission on an hourly basis to carry out work that is irregular or intermittent; or to carry out work on a short term basis in an area of the NSW TAFE Commission with a flexible workload; or to carry out the work of a position for a short period pending the completion of the selection process for the position; or to carry out urgent work or to deal with an emergency.

“Contract hours for the day” in Section 5, Part A of this Agreement for a full time Employee, means one fifth of the full time contract hours, as defined in this Agreement. For a part time Employee, contract hours for the day means the hours usually worked on the day.

“College/Campus/Institute” means a TAFE establishment or other centre where instruction is provided by TAFE and includes any place designated as part of, or as an annexe to, such college/campus/institute.

“Continuous Work” in Section 5, Parts E and F of this Agreement means work carried on with consecutive shifts of Employees throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.

“Daily rate” or “Rate per day” in Section 5, Part A of this Agreement means the rate payable for 24 hours, unless otherwise specified.

“Daily span of hours” in Section 5, Part A of this Agreement, means for an Employee required to work standard hours, the full time standard hours defined in this Agreement. For an Employee required to work flexible hours, the “daily span of hours” means the hours which normally fall within the bandwidth of the scheme applicable to the Employee and which do not attract payment for overtime, unless otherwise prescribed in this Agreement.

“Day” in Section 5, Parts B and C of this Agreement means the period from midnight to midnight.
“Day” in Section 5, Part G of this Agreement means the period of time elapsing from the time an Employee commences duty to the time the Employee ceases duty within any period of 24 hours.

“Day Worker” in Section 5, Part A of this Agreement means an Employee, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 am and 6.00 pm or as negotiated under a local arrangement in accordance with clause 81, Local Arrangements of Part A.

“De Facto Partner” has the same meaning as the definition provided in Part 1-2, Division 2, the Dictionary of the Fair Work Act 2009.

“Dependant” means a person who lives in the principal place of residence of the member of staff and who is wholly or in part dependent on the staff member for support.

“Director-General, Department of Premier and Cabinet” in Section 4 of this Agreement is as defined in the Public Sector Employment and Management Act 2002.

“Domestic Violence” means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007 (NSW).

“Early morning shift” in Section 5, Part B and Part C of this Agreement means any shift commencing at or after 5.00 am and before 6.30 am.

“Employee” means a permanent or temporary Employee who is employed under the NSW Technical and Further Education Commission Act 1990 and, unless otherwise specified in this Agreement, includes both full-time and Part-time Employees.

“Employer” means the Technical and Further Education Commission.

“Excess rent” in Section 4 is rent which is paid for a private rental property in a new location which is above the affordable rate for the Employee as defined in clause 70, Temporary Accommodation Benefits - Privately Rented of this Agreement.

“Expected date of birth”, in relation to an Employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the Employee to give birth as a result of the pregnancy.

“Flexible Work Practices, Policy and Guidelines” means the document negotiated between the Public Employment Office, the Unions NSW and affiliated unions which enables Employees to rearrange their work pattern.

“Full day” in Section 5, Part A of this Agreement means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the Employee.

“Full pay” or “half pay” in Section 5, Part A of this Agreement means the Employee’s ordinary rate of pay or half the ordinary rate of pay respectively.

“Full-time contract hours” in Section 5, Part A of this Agreement means the standard weekly hours, that is, 35 or 38 hours per week, depending on an Employee’s classification, required to be worked under this Agreement.

“Full-time position” in Section 5, Part A of this Agreement means a position which is occupied, or if not for being vacant, would be occupied, by a full-time Employee.
"Full-time Employee" in Section 5, Part A of this Agreement means an Employee whose ordinary hours of duty are specified as such or whose contract hours are equivalent to the full-time contract hours for the job classification.

"Full-time Employee" in Section 5, Part B of this Agreement means a person engaged for 152 ordinary hours in each roster period of 20 consecutive days.

"General Services Officer" in Section 5, Part B of this Agreement means a person employed as such and remunerated in accordance with Schedule 66 of Part B.

"Half day" in Section 5, Part A of this Agreement means half the standard contract hours for the day.

"Headquarters" means the centre to which an Employee is attached or from which an Employee is required to operate on a long-term basis.

"Household", in relation to an Employee, means the ordinary and permanent place of abode of the Employee.

"Introductory level" in Section 5, Part G of this Agreement means the level of an Employee who enters the industry and who has not demonstrated the competency requirements of level 1. Such an Employee will remain at this level for up to three months while the appropriate training for level 1 is undertaken and assessment made to move from the introductory level to level 1. At the end of three months from entry, an Employee shall move to level 1 other than where agreement has been reached and recorded between the Employee and the Employer that further training of up to three months is required for the Employee to achieve competence for movement to level 1.

"Librarian" in Section 5, Part A means an Employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Managing Director to meet the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" in Section 5, Part A means an Employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

"Library Technician" in Section 5, Part A means an Employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Managing Director to meet the minimum standard of skill and knowledge inherent in the ALIA standard.

"Local Arrangement" in Section 5, Part A means an agreement reached at the organisational level between TAFE NSW and Unions in terms of clause 81, Local Arrangements of Part A.

"Local public holiday" means a day or part-day in a particular year declared as such under the Public Holidays Act 2010 (NSW).

"Managing Director" means the person appointed as such under the Act or a person authorised by the Managing Director.

"Night shift" in Section 5, Part B of this Agreement means any shift finishing after midnight and, at or before, 8.00 am or any shift commencing at, or after, midnight and before 5.00 am.
“Night Shift” in Section 5, Parts E and F of this Agreement means any shift finishing subsequent to midnight and at, or before, 8.00 am.

“Night Shift, Non-rotating” in Section 5, Part C of this Agreement means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the Employee at least one third of the Employee’s working time off night shift in each roster cycle.

“Non-rotating night shift” in Section 5 Part B of this Agreement means a night shift within a rostered cycle of shifts where at least two-thirds of the shifts are night shifts.

“Normal hours of duty” in Section 5, Part A of this Agreement means:

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

(b) for an Employee working under a flexible working hours scheme or local arrangement negotiated under clause 81, Local Arrangements - the hours of duty the Managing Director requires an Employee to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

“Normal Work” means, for the purposes of paragraph 6.10.1 of clause 6, Dispute Resolution Procedures in Section 1 of this Agreement, the work carried out in accordance with the Employee’s position or job description at the location where the Employee was employed, at the time the dispute was notified by the Employee.

“Official overseas travel” in Section 5, Part A of this Agreement means authorised travel out of Australia by an Employee where the Employee proceeds overseas on official business.

“On duty” means the time required to be worked for the TAFE Commission. For the purposes of clause 55, Trade Union Activities Regarded as on Duty of this Agreement, “on duty” means the time off with pay given by the TAFE Commission to an accredited Union delegate to enable them to carry out legitimate Union activities during ordinary work hours without being required to lodge an application for leave.

“On loan” means an arrangement between the TAFE Commission and a Union where an Employee is given leave of absence from the workplace to take up employment with the Employee’s Union for a specified period of time during which the Employee’s Union is required to reimburse the TAFE Commission for the Employee's salary and associated on-costs.

“On special leave” means an Employee is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this Agreement.

“Ordinary earnings” in Section 5, Part G of this Agreement means the ordinary wages for each classification for ordinary hours Monday to Friday.

“Overtime” in Section 5, Part A of this Agreement means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Managing Director, which, due to its character or special circumstances, cannot be performed during the Employee’s ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 81, Local Arrangements of Part A provided that, on the day when overtime is required to be
performed, the Employee shall not be required by the Managing Director to work more than 7 hours after finishing overtime or before commencing overtime.

"Part-time Employee" means an Employee whose ordinary hours of duty are specified as part-time or whose contract hours are less than the full-time hours for their classification and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

"Part-time entitlement", unless specified otherwise in this Agreement, means pro rata of the full-time entitlements calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement.

"Part-time hours" means the hours which are less than the hours which constitute full-time work.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

"Prescribed ceasing time" in Section 5, Part A of this Agreement means, for an Employee working standard hours, the conclusion of daily standard hours for that Employee. For an Employee working under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of the bandwidth of the scheme applying to that Employee.

"Prescribed starting time" in Section 5, Part A of this Agreement means, for an Employee not working under a flexible working hours scheme, the commencement of standard daily hours of that Employee. For an Employee working under a flexible working hours scheme, "prescribed starting time" means the commencement of the bandwidth of the scheme applying to that Employee.

"Printing Support Officer" in Section 5, Part D means any permanent or temporary printing support officer assigned to work at the Graphic Arts Section at the Sydney Institute of TAFE NSW.

"Public Holiday" means a day declared as such under the Public Holidays Act 2010 (NSW).

"Recall to duty" in Section 5, Part A of this Agreement means those occasions when an Employee is directed to return to duty outside the Employee’s ordinary hours or outside the bandwidth in the case of an Employee working under the flexible working hours agreement.

"Reimbursement" or "reimbursed" in Section 4 of this Agreement means payment of an expense by the Employer which is actually incurred by the Employee, which the Managing Director is satisfied is reasonable, and for which adequate evidence is produced by the Employee.

"Remote area" in Section 5, Part A of this Agreement means, for the purpose of determining the appropriate rate of living allowance, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality;

payment of an allowance towards expenses incurred when travelling on annual leave, an area of the State of New South Wales situated to the west of the 144th meridian of
longitude or such other area to the west of the 145th meridian of longitude as determined by the Director-General of Premier and Cabinet; and

accretion of additional annual leave means the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act* 1913 before its repeal.

“Rostered Day Off” in Section 5, Part A of this Agreement means, for the purposes of clause 88, Rostered Days Off for 38 Hour Week Workers, a day off in a regular cycle at a time operationally convenient.

“Rostered day off” in Section 5, Part G of this Agreement means any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an Employee is rostered on for duty.

“Rostered Shift” in Section 5, Parts E and F of this Agreement means a shift of which the Employee concerned has had at least forty-eight hours’ notice.

“School based apprentice” means an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act* 2001.

“Security Officer” in Section 5, Part B of this Agreement means a person employed as such and remunerated in accordance with Schedule 65 of Part B.

“Senior Officer” in Section 5, Part A of this Agreement means a person employed as such and remunerated in accordance with Schedule 46 of Part A.

“Seven-day Shift Worker” in Section 5, Parts B and C of this Agreement means an Employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays.

“Shift Worker - Continuous Shifts” in Section 5, Part A of this Agreement means an Employee engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Managing Director.

“Shift Worker - Non-continuous Shifts” in Section 5, Part A of this Agreement means an Employee who is not a “day worker” or a “shift worker - continuous shifts”, as defined above for this Part.

“Skilled Tradesperson” in Section 5, Part F means a person employed in any of the following classifications: Carpenter/Joiner/Tool Renovator, Electrical Mechanic, Fitter (Also Moulder), Fitter/Turner Mechanical Tradesperson - Special Class, Painter, Plumber, Saw Doctor.

“Standard hours” in Section 5, Part A of this Agreement means the set and regular hours of operation as determined by the Managing Director. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the NSW TAFE Commission since the introduction of flexible working hours.
"Standby" in Section 5, Part A of this Agreement means an instruction given by the Managing Director to an Employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study leave" means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Managing Director, if the activities to be undertaken are considered to be of relevance or value to the NSW TAFE Commission.

"Study Time" means the time allowed off from normal duties on full pay to an Employee who is studying in a part-time course which is of relevance to the NSW TAFE Commission.

"Supervisor" means the immediate supervisor or manager of the area in which an Employee is employed or any other Employee authorised by the Managing Director to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

"TAFE" "NSW TAFE Commission" "TAFE Commission" or "TAFE NSW" means the Technical and Further Education Commission.

"Temporary Employee" means and includes all persons employed by the TAFE Commission on a temporary basis. For persons engaged in classifications under Section 5 Part C of this Agreement a temporary Employee is a person engaged to work full-time or part-time for a specified period which is not more than two years but not less than 20 days.

"Temporary work location" in Section 5, Part A of this Agreement means the place at or from which an Employee temporarily performs official duty if required to work away from their workplace.

"Trade Union" or "Union" means the Community and Public Sector Union (SPSF Group - New South Wales Branch), United Voice, Australian Workers’ Union, Australian Manufacturing Workers’ Union, Broken Hill Town Employees’ Union, Electrical Trades Union of Australia, Construction Forestry Mining and Energy Union, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia - NSW Plumbing Division, having regard to their respective coverage.

"Trade Union Delegate" means an accredited Union delegate responsible for his/her workplace; and/or a person who is elected by a Union as its representative, an executive member or a member of the Union’s Council.

"Trade Union Official" means a person who is employed by a Union to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or Employees placed on loan to a Union for an agreed period of time.

“Trades Assistant” in Section 5, Part E of this Agreement means a person employed in any of the following classifications: General Assistant, General Assistant / Furnaceman, General Assistant / Tool Storeperson, Tool Storeperson, Trades Assistant.

"Transferred Employee" in Section 4 of this Agreement means an Employee who has been assigned to a new location and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include an Employee transferred:

(a) at own request;
(b) who has applied for a position and obtained it through a merit selection process; or
(c) under an arrangement between officers to exchange positions; or

(d) who can reasonably commute to the new location; or

(e) where the old location and the new location are part of the metropolitan area i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or

(f) on account of any misconduct;

unless the Managing Director otherwise approves.


"Workplace” means the whole of the NSW TAFE Commission or, as the case may be, an Institute, branch or section in which the Employee is employed.

"Workplace Management” means the Managing Director or any other person authorised by the Managing Director to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

6. Dispute Resolution Procedures

6.1 The TAFE Commission and its Employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.

6.2 Where a dispute arises in relation to:

6.2.1 a matter under this Agreement; or

6.2.2 the imposition of a penalty of fine, demotion, or dismissal as a result of a disciplinary process under the Guidelines for the Management of Conduct and Performance NSW TAFE Commission Staff; or

6.2.3 the National Employment Standards;

it will be dealt with in accordance with the procedures set out in this clause.

6.3 An Employer or Employee may appoint another person, organisation or union to accompany and/or represent them for the purposes of this clause.

6.4 In the first instance Employee(s) or their appointed representative(s), must notify the appropriate representative of Workplace Management of the dispute in writing (‘the dispute notification’). An appropriate representative of Workplace Management may be the relevant line manager or if the Employee believes the line manager is not appropriate the Employee may request that the matter be referred to another officer.

6.5 The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to clause(s) of the Agreement or the National Employment Standard in relation to which the dispute has arisen and indicate the resolution(s) sought. A copy of the dispute notification will be sent to the Human Resources Manager. The Employee(s), Employee representative(s) if one has been
appointed, and Workplace Management representative(s) will meet within five working
days, unless otherwise agreed, in an effort to resolve the dispute.

6.6 Where after the completion of subclause 6.5 the dispute remains unresolved, the
matter may be referred in writing to the next level of management. A meeting must be
held within five working days of the dispute being referred in a further effort to resolve
the dispute, unless otherwise agreed.

6.7 Where a dispute is not resolved following the steps in sub-clauses 6.5 and 6.6, the
matter may be referred by either party to the dispute to Fair Work Australia for
resolution by mediation and/or conciliation and, if necessary, arbitration.

6.8 If Fair Work Australia arbitrates the dispute, it may also use the powers that are
available to it under the Fair Work Act.

6.9 The parties agree to be bound by and implement any decision of Fair Work Australia
subject to either party exercising a right of appeal against the decision of Fair Work
Australia to the Full Bench.

6.10 Until the dispute resolution procedures referred to at subclauses 6.1 to 6.9 have been
exhausted:

6.10.1 normal work shall continue;

6.10.2 no industrial action shall be taken by a party to the dispute in respect of the
matter that is the subject of the dispute;

6.10.3 the parties to the dispute shall not take any other action likely to exacerbate the
dispute.

7. Flexibility

7.1 The Employer and an Employee covered by this enterprise agreement may agree to
make an individual flexibility arrangement to vary the effect of terms of the agreement
if:

7.1.1 the agreement deals with the following matter:

(a) Salary Packaging - an Employee may elect a salary packaging
    arrangement in accordance with Clause 28 of this Agreement; and

7.1.2 the arrangement meets the genuine needs of the Employer and Employee in
    relation to one or more of the matters mentioned in 7.1.1; and

7.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

7.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

7.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

7.2.3 result in the Employee being better off overall than the Employee would be if no
    arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:
7.3.1 is in writing; and
7.3.2 includes the name of the Employer and Employee; and
7.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
7.3.4 includes details of:
   (a) the terms of the enterprise agreement that will be varied by the arrangement; and
   (b) how the arrangement will vary the effect of the terms; and
   (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
7.3.5 states the day on which the arrangement commences.

7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Employer or Employee may terminate the individual flexibility arrangement:
7.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
7.5.2 if the Employer and Employee agree in writing — at any time.

8. Consultation

8.1 This term applies if the Employer:
8.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or
8.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

8.2 Major change
8.2.1 For a major change referred to in paragraph 8.1.1 subclauses 8.4 to 8.6 apply.
8.2.2 For a change referred to in paragraph 8.1.2:
   (a) the employer must notify the relevant employees of the proposed change; and
   (b) subclauses 8.6 to 8.11 apply.

8.13 Employer to notify
8.31.1 Where the Employer 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 employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.

8.31.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required, including outsourcing of a function of work performed by a class or group of employees; the elimination 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 this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.24 Employer to discuss change

8.24.1 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.

8.42.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 8.1.

8.42.3 For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, 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 no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer’s interests.

8.35 Employees affected by workplace change will be managed in accordance with the NSW Government's Managing Excess Employees Policy, as amended from time to time.

8.35.1 In any case of redundancy resulting in the termination of employment of an employee aged 45 years or over who has more than 2 years continuous service, TAFE will give notice in accordance with the National Employment Standards rather than any shorter period of notice that might be provided under the Managing Excess Employees Policy, as amended from time to time.

Change to the regular roster or ordinary hours of work of employees

8.6 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.7 If:

8.7.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

8.7.2 the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
8.8 As soon as practicable after proposing to introduce the change, the employer must:

8.8.1 discuss with the relevant employees the introduction of the change; and

8.8.2 for the purposes of the discussion—provide to the relevant employees:

(a) all relevant information about the change, including the nature of the change; and

(b) information about what the employer reasonably believes will be the effects of the change on the employees; and

(c) information about any other matters that the employer reasonably believes are likely to affect the employees; and

8.8.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.9 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.10 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.11 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (8.1).

9. Management of Conduct and Performance

9.1 The Guidelines for the Management of Conduct and Performance the NSW TAFE Commission Staff apply to Permanent Employees employed in classifications under this Agreement.

9.2 The Guidelines identified at 9.1 of this clause may be applied on an appropriate basis to permanent employees employed on probation.

9.3 The Guidelines identified at 9.1 of this clause do not apply to Temporary, or Casual Employees.

9A. Modern Classification Structure

9A.1 The modern classification structure is set out in Section 6, TAFE NSW Support Employees of this Agreement. Implementation of the modern classification structure shall be achieved by:

9A.1.1 Recruitment into new positions; or

9A.1.2 Recruitment into new positions created to support new business opportunities; or

9A.1.3 Business reviews using current engagement and consultation processes.

TAFE NSW and the Community and Public Sector Union/PSA, the Australian Workers Union, United Voice, the Broken Hill Town Employees Union and the Australian Manufacturing Workers Union share a commitment to supporting TAFE NSW’s role as the pre-eminent, high quality, public provider of vocational education and training in NSW.
9A.2 The Parties recognise the need for a contemporary classification structure applying to the administrative, support and related employees.

9A.3 The Parties will use their best endeavours to:

9A.3.1 complete consultation on the development of a new classification structure and reach consensus on the structure by 31 December 2014; and

9A.3.2 to complete formal negotiations for the new classification structure’s inclusion in a replacement agreement by 30 June 2015.

SECTION 2 - Employment Arrangements

10. Application

10.1 This Section applies to all Employees unless stated otherwise, with the exception of Employees employed in positions under Section 6, TAFE NSW Support Employees. The following clauses in this Section do not apply to Casual Employees:

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11. Payment of Salaries and Wages

11.1 The payment of salaries and wages will be made fortnightly in accordance with the TAFE NSW payroll calendar.

11.2 The method of payment of salaries and wages, subject to appropriate authority being provided by the Employee, will be into an account in the name of the Employee (whether or not jointly with another person) at a financial institution by electronic funds transfer (EFT) or other means.

12. Types of Employment

12.1 The following types of employment are used by the TAFE Commission:

12.1.1 Permanent employment;

12.1.2 Temporary employment;

12.1.3 Casual employment.

13. Permanent Employment

13.1 Permanent employment means and includes all persons permanently employed by the TAFE Commission and who, on the date of commencement of this Agreement, were occupying one of the positions covered by this Agreement, or who, after that date, are appointed to one of these positions.
13.2 When a Permanent Employee is appointed to act in another position, or is temporarily appointed to another position, which is vacant or the holder of which is suspended sick or absent, such an employee is to be paid by allowance any difference between their present salary or wage and the salary or wage to which the employee would have been entitled if appointed to that position (other than on an acting or temporary basis).

14. Initial Permanent Employment

14.1 Initial permanent appointment of persons by the TAFE Commission shall be by appointment to a position on probation for a period of 6 months or such longer period as the Managing Director directs.

14.2 A period of probation may be extended for such further period as the Managing Director directs. Any such direction may be made at any time before the person’s appointment is confirmed or terminated in accordance with this clause.

14.3 The period for which a person is appointed on probation may not exceed 2 years without the approval of the Managing Director.

14.4 A person may be appointed to a position in the TAFE Commission without being required to serve such a period of probation if the person has previously been an Employee of the TAFE Commission or the Managing Director thinks it appropriate in the particular case.

14.5 If a person is appointed to a position on probation, the Managing Director may:
(a) after the period of probation—confirm the appointment, or
(b) during or after the period of probation—terminate the appointment.

14.6 If a person’s appointment is so terminated, the person ceases to be an Employee of the TAFE Commission.

15. Promotions Appeals

15.1 This clause applies where a person selected for appointment to a position is a permanent employee of the TAFE Commission and another permanent employee of the TAFE Commission has a right of appeal to the Managing Director against the appointment.

15.2 Promotions appeals can be made in accordance with the TAFE Promotions Appeals Procedures – for Administrative, Support and Related Employees.

15.3 An appointment subject to an appeal must not be finalised until such an appeal is determined or the appeal is withdrawn.

16. Part-Time Employment

16.1 Part-time work may be undertaken with the agreement of the Managing Director. Part-time work may be undertaken in a part-time position or under a part-time or part-year employment arrangement.

16.2 A Part-time Employee is to work contract hours less than full-time hours.
16.3 Unless otherwise specified in this Agreement, Part-time Employees receive full time entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

16.4 Before commencing part-time work, the Managing Director and the Employee must agree upon:

16.4.1 the hours to be worked by the Employee, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;

16.4.2 the classification applying to the work to be performed; and

16.4.3 for Employees employed in classifications under Section 5, Part A whether flexible working hours provisions or standard hours provisions will apply to the part time Employee.

16.5 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

16.6 Incremental progression for Part-time Employees is the same as for full time Employees, that is, Part-time Employees receive an increment annually unless otherwise provided in this Agreement.

16.7 An Employer may request, but not require, a Part-time Employee to work additional hours. For the time worked in excess of the Employee’s usual hours and up to the normal full-time hours for the classification, Part-time Employees may elect to:

16.7.1 be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of annual leave; or

16.7.2 if working under a Flexible Working Hours scheme under clause 87 of Part A, Section 5, or a Local Agreement made in accordance with clause 81 of Part A, Section 5 have the time worked credited as flex time.

16.7.3 this subclause does not apply to part time security officers employed under Section 5, Part B of this Agreement, instead they are to be overtime rates for additional hours worked on the basis that they are excluded from flexible working hours arrangements.

16.8 For time worked in excess of the full-time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate for the part time employee’s classification as specified under Parts A to G of Section 5.

17. Temporary Employment

17.1 The Managing Director may employ a person who has appropriate qualifications to carry out work in the TAFE Commission for a particular period.

17.2 A person may be employed as a Temporary Employee:

17.2.1 for the duration of a specified task or project, or

17.2.2 to carry out the duties of a position that is temporarily vacant, or
17.2.3 to provide additional assistance in a particular work area, or
17.2.4 in connection with the secondment or exchange of staff, or
17.2.5 to undertake a traineeship or cadetship, or
17.2.6 for any other temporary purpose.

17.3 Temporary employees may be engaged on a full time or part time basis.

17.4 Temporary employees are entitled to pro rata salary and conditions of employment of permanent employees.

18. Appointment of Long-term Temporary Employees to Permanent Positions

18.1 For the purposes of this clause, a long-term temporary employee is a temporary employee whose employment with the TAFE Commission as such an employee falls within a continuous employment period of at least 2 years.

18.1.1 for the purposes of this subclause a period of temporary employment will be considered as continuous unless more than two months have elapsed between engagements.

18.2 A long-term temporary employee may, with the approval of the Managing Director, of the recommendation that they be appointed to a permanent position in the TAFE Commission covered by this Agreement in accordance with this clause.

18.2.1 for the purposes of subclause 18.2 such approval will not be unreasonably withheld.

18.3 A recommendation for the appointment of a long-term temporary employee to a permanent position may be made only if each of the following requirements is satisfied:

18.3.1 the Employee must, at some stage of the temporary employment, have been selected to perform duties at a grade that is the same as (or similar to) the grade of the position concerned (whether or not the duties of the position are substantially the same as the duties performed during the temporary employment),

18.3.2 the employee was performing duties at that grade following some form of open competition that involved the selection of the employee as the person who, in the opinion of the Managing Director, had the greatest merit among the candidates concerned,

18.3.3 the rate of salary or wages proposed to be payable to the holder of the position concerned at the time of appointment must not exceed the maximum rate payable for Grade 12, Clerk under this Agreement,

18.3.4 the Managing Director must be satisfied that ongoing work is available in respect of the employee in the TAFE Commission,

18.3.5 the Managing Director must be satisfied that the employee has the qualifications, experience, standard of work performance and capabilities to enable the employee to perform the duties of the position concerned.
18.4 Clause 14. Initial Permanent Appointment of this Agreement does not apply to an appointment under this clause unless the Managing Director otherwise directs in a particular case.

19. Casual Employment

19.1 Casual Employees will be employed in accordance with this clause.

19.2 Hours of Work

19.2.1 A Casual Employee is engaged and paid on an hourly basis.

19.2.2 A Casual Employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked except for the following classifications for which a different minimum casual engagement applies as set out in the table below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum Casual Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Examination Supervisor</td>
<td>1 hour and 30 minutes payable in the case of an employee reporting for duty to supervise an examination that has been cancelled with less than 24 hours notice.</td>
</tr>
<tr>
<td>Disability Classroom Support</td>
<td>2 hours</td>
</tr>
<tr>
<td>Hospitality Services Officer</td>
<td>2 hours</td>
</tr>
<tr>
<td>Hospitality Administration and Front Office</td>
<td>2 hours</td>
</tr>
<tr>
<td>Hospitality Administration and Front Office Supervisor</td>
<td>2 hours</td>
</tr>
</tbody>
</table>

19.2.3 A Casual Employee (other than a casual employed as a Disability Classroom Support Staff employee under Schedule 19 of Part A in Section 5) shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under a local agreement under clause 81 of Part A, Section 5 covering the particular class of work or are required by the usual work pattern of the position.

19.3 Rate of Pay

19.3.1 Casual Employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by ordinary weekly hours for the classification

19.3.2 Casual Employees engaged in classifications under Parts A, B, D, E and F in section 5 of this Agreement shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

(a) 15% for work performed on Mondays to Fridays (inclusive).
(b) 50% for work performed on Saturdays.
(c) 75% for work performed on Sundays.
(d) 150% for work performed on public holidays.
The loadings specified in this clause are in recognition of the casual nature of the employment and compensate the Casual Employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

19.3.3 Casual Employees engaged in classifications under Parts C and G of Section 5 of this Agreement shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

(a) 25% for work performed on Mondays to Fridays (inclusive).
(b) 50% for work performed on Saturdays.
(c) 75% for work performed on Sundays.
(d) 150% for work performed on public holidays.

The loadings specified in this clause for employees engaged under Part C and Part G of Section 5 of this Agreement are in recognition of the casual nature of the employment and compensate the Casual Employee for all leave other than long service leave, and all incidence of employment.

19.3.4 Casual Employees, other than those engaged in classifications under Parts C and G of Section 5 of this Agreement, shall also receive a 1/12th loading in lieu of annual leave.

19.4 Overtime

19.4.1 Casual Employees shall be paid overtime for work performed:

(a) in excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under a local agreement under clause 81 of Part A, Section 5 of this Agreement covering the particular class of work or are required by the usual work pattern of the position; or
(b) for Casual Employees engaged in classifications under Part A of Section 5 of this Agreement outside the bandwidth applicable to the particular class of work; or
(c) in excess of the daily roster pattern applicable for the particular class of work; or
(d) in excess of the standard weekly roster of hours for the particular class of work; or
(e) a local arrangement negotiated under clause 81 of Part A of Section 5 of this Agreement.

19.4.2 Overtime rates will be paid in accordance with the rates provided in the Part under Section 5 of this Agreement relevant to the Casual Employee's classification.

19.4.3 Overtime payments for Casual Employees engaged in classification under Parts A, B, D, E and F of Section 5 of this Agreement are based on the ordinary hourly rate plus the 15% loading set out in 3.3.2 (a) of this clause. Overtime Payments
for Casual Employees engaged in classifications under Part C and G of this Agreement are based on the ordinary hourly rate plus the 25% loading set out in 19.3.3 (a) of this clause.

19.4.4 The loading in lieu of annual leave as set out in 19.3.4 of this clause is not included in the hourly rate for the calculation of overtime payments for Casual Employees.

20. School Based Apprentices

20.1 Definition

20.1.1 A school based apprentice is an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

20.2 Wages

20.2.1 The hourly rates for full time apprentices as set out in this Agreement shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

20.2.2 For the purposes of 20.2.1 of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.

20.2.3 The wages paid for training time may be averaged over the school term or year.

20.2.4 Where Part A in Section 5 of this Agreement specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

20.3 Progression through the Wage Structure

20.3.1 School based apprentices’ progress through the wage scale at the rate of 12 months’ progression for each two years of employment as an apprentice.

20.3.2 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

20.4 Conversion from a school based apprentice to a full time apprenticeship

20.4.1 Where an apprentice converts from a school based to a full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this Part. This progression applies in addition to the progression achieved as a school based apprentice.

20.5 Conditions of Employment

20.5.1 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Agreement.

21. Weekly hours by Classification
### PART A – Administrative and Support Staff

<table>
<thead>
<tr>
<th>Classifications:</th>
<th>Weekly Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice Gardener, Greenkeeper, Nursery Person</td>
<td>38</td>
</tr>
<tr>
<td>Artists Model</td>
<td>38</td>
</tr>
<tr>
<td>Assistant - Enrolled Nurses Training Program</td>
<td>38</td>
</tr>
<tr>
<td>Assistant Food and Beverage Controller</td>
<td>38</td>
</tr>
<tr>
<td>Assistant Operations Controller</td>
<td>38</td>
</tr>
<tr>
<td>Assistant Operations Manager</td>
<td>38</td>
</tr>
<tr>
<td>Audio Visual Aids Technician</td>
<td>38</td>
</tr>
<tr>
<td>Catering Supervisor</td>
<td>38</td>
</tr>
<tr>
<td>Catering Services Manager</td>
<td>38</td>
</tr>
<tr>
<td>Chief Security Controller</td>
<td>38</td>
</tr>
<tr>
<td>Class Preparation Assistant</td>
<td>38</td>
</tr>
<tr>
<td>Clerk (Graded)</td>
<td>35</td>
</tr>
<tr>
<td>Computer Systems Officer (Graded)</td>
<td>35</td>
</tr>
<tr>
<td>Computer Systems Officer (Trainee, Levels 1 &amp; 2)</td>
<td>35</td>
</tr>
<tr>
<td>Dental Auxiliaries Assistant (Clinical)</td>
<td>35</td>
</tr>
<tr>
<td>Dental Auxiliaries Assistant (Technical)</td>
<td>35</td>
</tr>
<tr>
<td>Designer</td>
<td>35</td>
</tr>
<tr>
<td>Disability Classroom Support (Non-teaching)</td>
<td>35 – Casual classification only</td>
</tr>
<tr>
<td>Driver/General Assistant</td>
<td>38</td>
</tr>
<tr>
<td>Duty Manager</td>
<td>38</td>
</tr>
<tr>
<td>Examination Supervisor</td>
<td>35 – Casual classification only</td>
</tr>
<tr>
<td>Food School Assistant</td>
<td>38</td>
</tr>
<tr>
<td>Fitter Operator</td>
<td>38</td>
</tr>
<tr>
<td>Food and Beverage Controller</td>
<td>38</td>
</tr>
<tr>
<td>Foreman</td>
<td>38</td>
</tr>
<tr>
<td>Gardening Staff</td>
<td>38</td>
</tr>
<tr>
<td>General Assistant/Caretaker</td>
<td>38</td>
</tr>
<tr>
<td>Guest Services Agent</td>
<td>38</td>
</tr>
<tr>
<td>Hospitality Officer</td>
<td>38</td>
</tr>
<tr>
<td>House Officer</td>
<td>38</td>
</tr>
<tr>
<td>House Supervisor</td>
<td>38</td>
</tr>
<tr>
<td>Laboratory Attendant</td>
<td>35</td>
</tr>
<tr>
<td>Laboratory Craftsman</td>
<td>38</td>
</tr>
<tr>
<td>Librarian</td>
<td>35</td>
</tr>
<tr>
<td>Library Assistant</td>
<td>35</td>
</tr>
<tr>
<td>Library Technician</td>
<td>35</td>
</tr>
<tr>
<td>Operations Controller</td>
<td>38</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>38</td>
</tr>
<tr>
<td>Operations Manager - Food School</td>
<td>38</td>
</tr>
<tr>
<td>Operations Supervisor - Food School</td>
<td>38</td>
</tr>
<tr>
<td>Publicity Officer</td>
<td>35</td>
</tr>
<tr>
<td>Scientific Instrument Maker</td>
<td>38</td>
</tr>
<tr>
<td>Senior Housekeeper</td>
<td>38</td>
</tr>
<tr>
<td>Senior Officer</td>
<td>35</td>
</tr>
<tr>
<td>Steel Production Assistant</td>
<td>38</td>
</tr>
<tr>
<td>Steel Production Supervisor</td>
<td>38</td>
</tr>
<tr>
<td>Stores Attendant</td>
<td>38</td>
</tr>
<tr>
<td>Stores Officer</td>
<td>38</td>
</tr>
<tr>
<td>Student Association Officer</td>
<td>35</td>
</tr>
</tbody>
</table>
Technical Assistant (Various) | 38
Technical Officer (Engineering) | 35
Technical Officer (Scientific) | 35

**Part B – Security and General Services Officers**

<table>
<thead>
<tr>
<th>Classifications:</th>
<th>Weekly Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Officer (Grade 1 – 3)</td>
<td>38</td>
</tr>
<tr>
<td>General Services Officer (Grade 2)</td>
<td>38</td>
</tr>
</tbody>
</table>

**PART C – Early Childhood Educators**

<table>
<thead>
<tr>
<th>Classifications:</th>
<th>Weekly Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Childcare Assistant (formerly Child Care Worker)</td>
<td>38</td>
</tr>
<tr>
<td>Advanced Childcare Worker</td>
<td>38</td>
</tr>
<tr>
<td>Early Childhood Officer (formerly Advanced Childcare Worker Qualified)</td>
<td>38</td>
</tr>
</tbody>
</table>

**Part D – Printing and Graphic Arts Employees**

<table>
<thead>
<tr>
<th>Classification:</th>
<th>Weekly Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing Support Officer</td>
<td>38</td>
</tr>
</tbody>
</table>

**Part E – Trades Assistants**

<table>
<thead>
<tr>
<th>Classifications:</th>
<th>Weekly Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Assistant</td>
<td>38</td>
</tr>
<tr>
<td>General Assistant/Tool Storeperson</td>
<td>38</td>
</tr>
<tr>
<td>Tool Storeperson</td>
<td>38</td>
</tr>
<tr>
<td>Trades Assistant (Metal Trades)</td>
<td>38</td>
</tr>
<tr>
<td>Trades Assistant (Electrical Trades)</td>
<td>38</td>
</tr>
<tr>
<td>Trades Assistant</td>
<td>38</td>
</tr>
<tr>
<td>Cupola Furnaceperson (foundries)</td>
<td>38</td>
</tr>
</tbody>
</table>

**Part F – Skilled Trades**

<table>
<thead>
<tr>
<th>Classifications:</th>
<th>Weekly Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter/Joiner/Tool Renovator</td>
<td>38</td>
</tr>
<tr>
<td>Electrical Mechanic</td>
<td>38</td>
</tr>
<tr>
<td>Fitter (Also Moulder)</td>
<td>38</td>
</tr>
<tr>
<td>Fitter/Turner</td>
<td>38</td>
</tr>
<tr>
<td>Mechanical Tradesperson - Special Class</td>
<td>38</td>
</tr>
<tr>
<td>Painter</td>
<td>38</td>
</tr>
<tr>
<td>Plumber</td>
<td>38</td>
</tr>
<tr>
<td>Saw Doctor</td>
<td>38</td>
</tr>
</tbody>
</table>

**Part G – Hospitality Employees**

<table>
<thead>
<tr>
<th>Classifications:</th>
<th>Weekly Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospitality Services Officer (Grade 1 – 6)</td>
<td>38</td>
</tr>
<tr>
<td>Hospitality Administration and Front Office (Grade 1 – 3)</td>
<td>38</td>
</tr>
</tbody>
</table>

22. Working Hours, Overtime and Shift Allowances – General

22.1 The working hours of Employees and the manner of their recording, shall be as determined from time to time by the Managing Director.
22.2 An appropriate Employee will be responsible to the Managing Director for the proper observance of hours of work and for the proper recording of such attendance.

22.3 The Managing Director may require an Employee to perform duty beyond the hours determined under subclause 22.1 of this clause but only if it is reasonable for the Employee to be required to do so. An Employee may refuse to work additional hours in circumstances where the working of such hours would result in the Employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

22.3.1 the Employee’s prior commitments outside the workplace, particularly the Employee’s family and carer responsibilities, community obligations or study arrangements;

22.3.2 any risk to Employee health and safety;

22.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;

22.3.4 the notice (if any) given by the Managing Director regarding the working of the additional hours, and by the Employee of their intention to refuse the working of additional hours; or

22.3.5 the nature of the employee’s role, and the employee’s level of responsibility;

22.3.6 whether the additional hours are in accordance with averaging terms where applicable; and

22.3.7 any other relevant matter.

22.4 The applicable hours of work, overtime and shift allowances relevant to Employees are determined by their classification and occupational group and are set out under Parts A to G of Section 5 of this Agreement. The application of hours of work is subject to the provisions of this clause.

22.5 The ordinary hours may be standard or flexible (applies to Employees working in the classifications listed under Part A of Section 5 of this Agreement) and may be worked on a full time or part-time basis.

22.6 The Managing Director shall ensure that all Employees employed in the NSW TAFE Commission are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
## SECTION 3 – General Conditions

### 23. Application

23.1 This Section applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to casual employees:

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<th>Clause</th>
<th>Description</th>
</tr>
</thead>
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<td>28.</td>
<td>Salary Packaging</td>
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<td>32.</td>
<td>Natural Disasters and Emergencies</td>
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<td>Annual Leave</td>
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<td>35.</td>
<td>Annual Leave Loading</td>
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<td>36.</td>
<td>Community Service Leave</td>
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<td>37.</td>
<td>Compassionate Leave</td>
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<td>39.</td>
<td>Family and Community Service Leave</td>
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<td>42.</td>
<td>Leave without Pay</td>
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<td>43.</td>
<td>Military Leave</td>
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<td>45.</td>
<td>Parental Leave</td>
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<tr>
<td>46.</td>
<td>Personal Carers Leave</td>
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<td>47.</td>
<td>Public Holidays and Union Picnic Days</td>
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<tr>
<td>48.</td>
<td>Purchased Leave</td>
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<tr>
<td>49.</td>
<td>Sick Leave</td>
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<tr>
<td>50.</td>
<td>Sick Leave - Requirements for Evidence of Illness</td>
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<td>51.</td>
<td>Sick Leave - Workers Compensation</td>
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<td>Sick Leave - Claims Other Than Workers Compensation</td>
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<td>53.</td>
<td>Special Leave</td>
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<td>54.</td>
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<tr>
<td>55.</td>
<td>Trade Union Activities Regarded as on Duty</td>
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<td>56.</td>
<td>Trade Union Activities Regarded as Special Leave</td>
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<tr>
<td>57.</td>
<td>Trade Union Training Courses</td>
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<td>58.</td>
<td>Conditions Applying to On-Loan Arrangements</td>
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<td>59.</td>
<td>Period of Notice for Trade Union Activities</td>
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<td>60.</td>
<td>Access to Facilities by Trade Union Delegates</td>
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<tr>
<td>61.</td>
<td>Responsibilities of the Trade Union Delegate</td>
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<td>62.</td>
<td>Responsibilities of the Trade Union</td>
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<td>63.</td>
<td>Responsibilities of Workplace Management</td>
</tr>
<tr>
<td>64.</td>
<td>Travelling and Other Costs of Trade Union Delegates</td>
</tr>
</tbody>
</table>

### 24. Work Health and Safety

24.1 Workplace Health and Safety - the NSW TAFE Commission is committed to achieving and maintaining accident-free and healthy workplaces by:

24.1.1 developing work practices and procedures in accordance with the *Work Health and Safety Act 2011 (NSW)* to support employees in safely carrying out their duties;

24.1.2 the development of policies and guidelines for the NSW TAFE Commission on Work Health, Safety and Rehabilitation in accordance with the *Work Health and Safety Act 2011 (NSW)*;

24.1.2 identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
24.1.3 developing strategies to assist the rehabilitation of injured staff members.

24.2 Harassment-free Workplace — Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or being party to, any form of harassment in the workplace.

25. Uniforms and Personal Protective Clothing / Equipment

25.1 Uniform, etc. provided by the NSW TAFE Commission - An Employee who is required or authorised by the Managing Director to wear a uniform, protective clothing/equipment or other specialised clothing/equipment in connection with the performance of official duties shall be provided by the NSW TAFE Commission with such clothing.

25.2 Uniform, etc. provided by the Employee - Where the uniform, protective clothing/equipment or other specialised clothing/equipment required or authorised in accordance with 25.1 of this clause is provided by the Employee, such Employee shall be reimbursed the cost of the uniform, protective clothing/equipment or other specialised clothing/equipment.

26. First Aid and Safety

26.1 The Employer shall provide and maintain in the workplace a first aid kit and appliances, and a person qualified in first aid, where applicable, in line with the provisions of the Work Health and Safety Act 2011 (NSW).

27. Salaries, Rates of Pay and Incremental Progression

27.1 Salaries / Rates of Pay

27.1.1 The salaries and rates of pay listed in the Schedules set out in Section 5, Parts A-G and under Section 6 of this Agreement incorporate an increase of 2.275% with effect from the first full pay period commencing on or after 1 November 2013 and a further increase of 2.275% from the first full pay period commencing on or after 1 July 2015 and shall be paid in accordance with this clause.

27.2 NSW Public Sector salaries

27.2.1 If the 2013 NSW Public Sector Salaries case results in an increase greater than 2.27% as a result of arbitration by the NSW Industrial Relations Commission within the nominal term of this agreement, and

27.2.2 the NSW Government directs agencies to implement this decision;

27.2.3 TAFE NSW will act to pay such an additional increase to salaries, wages and allowances to employees under the TAFE Administrative, Support and Related Employees Enterprise Agreement 2013.

27.2.4 Any increase to salaries, wages and allowances greater than 2.27% paid to employees under the TAFE Administrative, Support and Related Employees Enterprise Agreement 2013 under subclause 27.2 above, will have an effective date
from the first full pay period on or after 1 November 2013.

27.4 Any further increases in salaries and, rates of pay under a replacement industrial instrument shall not be available until after 30 June 2017.

27.5 Incremental progression

27.5.1 The salaries of Employees employed at the operative date of this Agreement are adjusted to the appropriate scale prescribed by the Agreement on the basis of years of service in a position or grade, unless otherwise required under this Agreement. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this Agreement.

27.5.2 The payment of an increment to an Employee is subject to their satisfactory conduct and performance as determined by the Managing Director.

27.5.3 Promotion to a grade, and from grade to grade, is subject to the occurrence of a vacancy in such grade.

27.5.4 An Employee must be promptly notified in writing by the Managing Director of any decision to defer payment of an increase.

27.5.5 The payment of an increment may be deferred from time to time, but may not be deferred for more than 12 months at any one time.

27.5.6 In calculating years of service for the purpose of salary progression under this Agreement the following periods are not taken into account:

(a) Any period in respect of which an increment is deferred in accordance with unsatisfactory conduct and or performance of duties by the staff member.
(b) Any leave of absence without pay exceeding five days in any incremental year;
(c) Any period necessary to give full effect to a reduction in salary imposed as a result of disciplinary action.

28. Salary Packaging

28.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by the Schedules in Section 5, Parts A-G of this Agreement and any allowances paid to an Employee which form part of the Employee’s salary for superannuation purposes.

28.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

28.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

28.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written
agreement, in accordance with the Employer’s salary packaging scheme. Such agreement must be made prior to the period of service to which the earnings relate.

28.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:

28.5.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
28.5.2 any administrative fees.

28.6 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee, shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:

28.6.1 Superannuation Guarantee Contributions;
28.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
28.6.3 payments made in relation to accrued leave paid on termination of the Employee’s employment or on the death of the Employee.

29. Deduction of Union Membership Fees

29.1 Unions shall provide the Employer with a schedule setting out the Union’s fortnightly membership fees payable by members of the Union in accordance with the Union’s rules.

29.2 Unions shall advise the Employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Employer at least one month in advance of the variation taking effect.

29.3 Subject to 29.1 and 29.2 above, the Employer shall deduct fortnightly membership fees from the pay of any Employee who is a member of a Union in accordance with the Union’s rules, provided that the Employee has authorised the Employer to make such deductions.

29.4 Monies so deducted from Employees’ pay shall be forwarded regularly to the Union identified by the Employee together with all necessary information to enable the Union to reconcile and credit subscriptions to Employees’ Union membership accounts.

29.5 Unless other arrangements are agreed to by the Employer and the Unions, all Union membership fees shall be deducted on a fortnightly basis.

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

30. Allowances
30.1. The salary and wage related allowances listed in the Schedules set out in Section 5, Parts A-G and under Section 6 of this Agreement incorporate an increase of 2.527% with effect from the first full pay period commencing on or after 1 November 2013 and a further increase of 2.527% from the first full pay period commencing on or after 1 July 2016 and shall be paid in accordance with this clause.

30.2 Any further increases to allowances under a replacement industrial instrument shall not be available until after 30 June 2017.

31. Leave for Casual Staff

31.1 Other than as described under 31.3, 31.4, 31.5 and 31.6 of this clause, Casual Employees are not entitled to any other paid or unpaid leave.

31.2 Casual Employees employed in classifications under Section 5 Parts A, B, D, E and F, and under Section 6 of this Agreement will be paid 1/12th loading in lieu of annual leave.

31.3 Casual Employees employed in classifications under Section 5 - Parts C and G of this Agreement will be paid a 25% loading which is inclusive of annual leave.

31.4 Casual Employees will be entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act 1955 (NSW).

31.5 Casual Employees are entitled to unpaid parental leave. The following provisions shall also apply:

31.5.1 The Managing Director must not fail to re-engage a regular Casual Employee because:

(a) the Employee or Employee’s spouse is pregnant; or

(b) the Employee is or has been immediately absent on parental leave.

The rights of the Managing Director in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

31.6 Personal Carers Entitlement

31.6.1 Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person described at 46.1.3 of clause 46, Personal Carers Leave in Section 3 of this Agreement who is ill, injured, or affected by an unexpected emergency and requires care and support. This entitlement is subject to the evidentiary requirements set out below in 31.6.4, and the notice requirements set out in 31.6.5.

31.6.2 The Managing Director and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

31.6.3 The Managing Director must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Managing Director to engage or not to engage a Casual Employee are otherwise not affected.
31.6.4 The Casual Employee shall, if required:

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

(b) establish by production of documentation acceptable to the Managing Director or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

31.6.5 The Casual Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Managing Director of their inability to attend for duty. If it is not reasonably practicable to inform the Managing Director during the ordinary hours of the first day or shift of such absence, the Employee will inform the Managing Director within 24 hours of the absence.

31.7 Compassionate Leave

31.7.1 Casual Employees are entitled to not be available to attend work, or to leave work when a person as defined at 46.1.3 of clause 46, Personal Carers Leave in Section 3 of this Agreement contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies on production of satisfactory evidence (if required by the Managing Director).

31.7.2 The Managing Director and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

31.7.3 The Managing Director must not fail to re-engage a Casual Employee because they have accessed the entitlements provided for in this clause. The rights of the Managing Director to engage or not engage a Casual Employee are otherwise not affected.

31.7.4 The Casual Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Managing Director of their inability to attend for duty. If it is not reasonably practicable to inform the Managing Director during the ordinary hours of the first day or shift of such absence, the Employee will inform the Managing Director within 24 hours of the absence.

31.8 Community Service Leave

31.8.1 Casual Employees are entitled to be absent from work for the purpose of performing community service activities such as:

(a) voluntary emergency management activities;

(b) jury service.

31.8.2 The Casual Employee is entitled to not be available to attend work:
31.8.3 A Casual Employee, who wants an absence from his or her employment to be covered by community service leave, must give his or her Employer:

(a) notice of the absence as soon practicable
(b) the period or expected period of absence

The Managing Director may require a casual Employee, who has given notice of taking community service leave, to provide evidence that that they are entitled to the leave.

32. Natural Disasters / Emergencies and Transport Disruptions

32.1 An Employee prevented from attending work at a normal work location by a natural disaster / emergency or by a major transport disruption may:

32.1.1 negotiate an alternative working location with the NSW TAFE Commission; and/or
32.1.2 take available family and community service leave, and/or flex leave (only applicable to employees working in classifications under Section 5, Part A of this Agreement or a local arrangement under Section 6), annual or extended leave or leave without pay to cover the period concerned; and/or
32.1.3 Additionally, an Employee covered by Section 5, Part A of this Agreement may apply to vary the working hours as provided by clause 84, Variation of Hours of that Part.

33. Notification of Absence from Duty

33.1 If an Employee is to be absent from duty, other than on authorised leave, the Employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.

33.2 If an Employee is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Managing Director, the amount representing the period of absence shall be deducted from the Employee’s pay.

34. Annual Leave

34.1 Accrual

34.1.1 Except where stated otherwise in this Agreement, paid annual leave for full time Employees and annual leave for Employees working part time, accrues at the rate of 4 weeks per year. Employees working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
34.1.2 Additional annual leave, at the rate of 1 week per year, accrues to an Employee who is stationed indefinitely in a remote area of the State, as defined in clause 5, Dictionary in Section 1 and clause 3, Dictionary of Section 6 of this Agreement.

34.1.3 Additional annual leave of 1 week per year accrues for Employees who are employed as Seven-day Shift Workers as defined in clause 5, Dictionary in Section 1, of this Agreement.

34.1.4 Annual leave accrues from day to day.

34.2 Limits on Accumulation and Direction to take leave

34.2.1 At least two (2) consecutive weeks of annual leave shall be taken by an Employee in a classification under Part A, Section 5 and under Section 6 of this Agreement every 12 months, except by agreement with the Managing Director in special circumstances.

34.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Managing Director according to the wishes of the Employee.

34.2.3 Annual leave should only accumulate to a maximum of 40 working days. Employees who are Seven-day shift workers or who are required to work regularly on weekends and/or public holidays may accrue to a maximum of 50 days.

34.2.4 Should annual leave balances exceed the limits specified in 34.2.3 of this subclause, the Managing Director may direct staff to take annual leave within a reasonable time period and at a time convenient to the NSW TAFE Commission.

34.2.5 An Employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the NSW TAFE Commission must cooperate in this process.

34.3 Conservation of Leave - If the Managing Director is satisfied that an Employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below 40 or 50 days, the Managing Director shall:

34.3.1 specify in writing the period of time during which the excess shall be conserved; and

34.3.2 on the expiration of the period during which conservation of leave applies, grant sufficient leave to the Employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 40 or 50 day limit.

34.4 Miscellaneous

34.4.1 Unless a local arrangement in accordance with clause 81 of Part A in Section 5 or clause 21 of Section 6 applies to Employees, annual leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter-day.

34.4.2 Annual leave for which an Employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

34.4.3 Annual leave does not accrue to an Employee in respect of any period of absence from duty without leave or without pay, except as specified in 34.4.4 of this subclause.
34.4.4 Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers’ Compensation Act 1987 (NSW); or any period of sick leave without pay or any other approved leave without pay, not exceeding 1 week, or their part time equivalent, in any period of 12 months.

34.4.5 The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in 34.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

34.4.6 Annual leave accrues at half its normal accrual rate during periods of extended leave on half pay.

34.4.7 On cessation of employment, an Employee is entitled to be paid, the money value of accrued annual leave which remains untaken.

34.4.8 An Employee to whom 34.4.7 of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment, or as a combination of leave and lump sum payment.

34.5 Death - Where an Employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death shall be paid to the Employee’s personal representative. Where no probate or letters of administration are produced then the monetary value of annual leave may be paid to the person who met the expenses for the funeral.

34.6 An Employee entitled to additional annual leave under 34.1.2 and 34.1.3 above can elect at any time to cash out the additional annual leave.

35. Annual Leave Loading

35.1 General - an Employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 35.2 to 35.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks’ annual leave accrued in a leave year.

35.2 Loading on additional leave accrued - Where additional leave is accrued by an Employee:

35.2.1 as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on 5 weeks, whichever is the lower, regardless of work location.

35.2.2 if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.

35.3 Shift workers (as defined in Clause 5, Dictionary in Section 1 or clause 3, Dictionary of Section 6 of this Agreement) proceeding on annual leave are eligible to receive the more favourable of:
35.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on annual leave; or

35.3.2 17½% annual leave loading.

35.4 Maximum Loading - the annual leave loading payable shall not exceed the amount which would have been payable to an Employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk. This subclause does not apply to Employees employed in positions under Section 6 of this Agreement.

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

35.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the annual leave accrued during the previous leave year and shall be subject to the following conditions:

35.6.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an Employee takes at least two (2) consecutive weeks annual leave. Where an Employee does not have at least 2 weeks annual leave available, the Employee may use a combination of annual leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The Employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

35.6.2 If at least two weeks' leave, as set out in 35.6.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the Employee as at 30 November of the current year.

35.6.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in 35.6.1 of this subclause, is taken.

35.6.4 An Employee who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on retirement or termination by the Employer for any reason other than the Employee’s serious and intentional misconduct.

36. Community Service Leave

36.1 The Managing Director shall grant paid leave to an Employee, other than a Casual Employee, in accordance with clause 53. Special Leave under this Section, for periods when an Employee is:

36.1.1 performing jury service; or

36.1.2 acting as an Emergency Volunteer.

37. Compassionate Leave

37.1 An Employee shall be entitled to up to two days paid compassionate leave on each occasion where a person described in 46.1.3 of clause 46, Personal Carers Leave
under this Section, contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.

37.2 The Employee must notify their Manager as soon as practicable of the intention to take compassionate leave and shall, if required by the Manager, provide to the satisfaction of the Manager proof of the relevant death, illness or injury.

37.3 Compassionate leave may be taken in conjunction with other leave available under this Section. In determining such a request the Managing Director shall give consideration to the circumstances of the Employee and the reasonable operational requirements of TAFE.

38. Extended and Long Service Leave

38.1 Extended leave shall accrue and shall be granted to full time Employees in accordance with the provisions of Section 22 of the Technical and Further Education Act 1990 (NSW) and any amendments thereto.

38.2 Permanent part time Employees shall accrue and shall be granted extended leave on the same terms and conditions as full time Employees under 38.1 of this clause, except that extended leave will accrue and be granted on a proportionate basis.

38.3 Temporary part time and Casual Employees shall accrue and shall be granted long service leave in accordance with the provisions of the Long Service Leave Act 1955 (NSW) and any amendments thereto.

39. Family and Community Service Leave

39.1 The Managing Director shall grant to an Employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in 39.2. The Managing Director may also grant leave for the purposes in 39.3. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements where applicable or other appropriate leave.

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

39.2.1 compassionate grounds - such as the death or illness of a close member of the family or a member of the Employee’s household;

39.2.2 emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

39.2.3 emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an Employee’s property and/or prevents an Employee from reporting for duty;

39.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child’s school for an emergency reason or emergency cancellations by child care providers;
39.2.5 attendance at court by an Employee to answer a charge for a criminal offence, only if the Managing Director considers the granting of family and community service leave to be appropriate in a particular case;

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

39.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for Employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

39.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for Employees who are selected to represent Australia or the State.

39.4 The definition of "family" or "relative" in this clause is the same as that provided in 46.1.3 of Clause 46, Personal Carers Leave in this Section.

39.5 Family and community service leave shall accrue as follows:

39.5.1 two and a half days in the Employee’s first year of service;

39.5.2 two and a half days in the Employee’s second year of service; and

39.5.3 one day per year thereafter.

39.6 Family and community service leave is available for a range of family and community service responsibilities and is provided in addition to the entitlements to personal carers leave and special leave.

40. Lactation Breaks

40.1 This clause applies to all 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 Agreement.

40.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

40.3 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.

40.4 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.

40.5 The Managing Director shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
40.6 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.

40.7 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.

40.8 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 49, Sick Leave of this Section.

40.9 As an alternative to 40.8 above, employees employed under Part A of Section 5 of this Agreement may have access to the flexible working hours scheme provided in clause 87, Flexible Working Hours under that Part, where applicable. Similarly, Employees employed in positions under Section 6 of this Agreement may have access to a flexible working hours scheme under clause 21, Local Arrangements of Section 6, where applicable.

41. Leave for Matters Arising from Domestic Violence

41.1 TAFE recognises that Employees sometimes experience situations of violence or abuse in their personal life, which may require them to access a range of leave entitlements under this Agreement, including:

41.1.1 Leave entitlements provided for in clause 39, Family and Community Service Leave, clause 49, Sick Leave and clause 46, Personal Carers Leave, in this Section may be used by Employees experiencing domestic violence;

41.1.2 In addition to the leave entitlements referred to in 41.1.1 above, for Employees (other than Casual Employees) the Managing Director shall grant Special Leave in accordance with subclause 53.12;

41.2 The definition of domestic violence is found in clause 5, Dictionary, in Section 1, and clause 3, Dictionary of Section 6 of this Agreement;

41.3 The Managing Director 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 or other registered Health Professional, including a Nurse, a Domestic Violence Support Service, a Lawyer or a statutory declaration by the Employee;

41.4 Personal information concerning domestic violence will be kept confidential by the TAFE Commission;

41.5 The Managing Director, where appropriate, may facilitate individual support measures to support the employee experiencing domestic violence, subject to operational requirements, including:
41.5.1 Flexible working arrangements, this may include: changes to working hours and/or shift patterns;

41.5.2 Changes to work location within TAFE where a suitable alternative is able to be identified;

41.5.3 Changes to the employee’s telephone number or email address;

41.5.4 Any other appropriate measures including those available under existing measures for family friendly and flexible working arrangements. Such alternatives may be agreed to on a temporary or permanent basis, on a case by case basis.

42. Leave Without Pay

42.1 The Managing Director may grant leave without pay to an Employee if good and sufficient reason is shown.

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

42.3 Where an Employee is granted leave without pay for a period not exceeding 10 consecutive working days, the Employee shall be paid for any proclaimed public holidays falling during such leave without pay.

42.4 Where an Employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.

42.5 An Employee who has been granted leave without pay shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Managing Director.

42.6 An Employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the Employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

42.7 No paid leave shall be granted during a period of leave without pay.

42.8 A permanent appointment may be made to the Employee’s position if:

42.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and

42.8.2 the Employee is advised of the NSW TAFE Commission’s proposal to permanently backfill their position; and

42.8.3 the Employee is given a reasonable opportunity to end the leave without pay and return to their position; and

42.8.4 the NSW TAFE Commission advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

42.9 The position cannot be filled permanently unless the above criteria are satisfied.
42.10 The Employee does not cease to be employed by the NSW TAFE Commission if their position is permanently backfilled.

42.11 Note - 42.8 above does not apply to full-time unpaid parental leave granted in accordance with 45.1.8 (a) (i) of clause 45, Parental Leave in this Section or to military leave granted under this Section.

42.12 Working with international organisations

42.12.1 The Managing Director may grant leave without pay and approval to take temporary employment with international organisations such as the United Nations organisations and Australian aid organisations. Such approval would be on the same basis and subject to the same conditions as leave without pay for other purposes. Leave without pay granted for this purpose may be regarded as service for the purposes of extended leave if considered appropriate by the Department Head, irrespective of the duration of the leave or the length of service completed prior to proceeding on such leave.

43. Military Leave

43.1 During the period of 12 months commencing on 1 July each year, the Managing Director may grant to an Employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the Employee’s unit.

43.2 Up to 26 working days military leave per financial year may be granted by the Managing Director to members of the Naval Reserve, up to 28 working days per financial year to members of the Army Reserve and up to 32 working days per year for members of the Air Force Reserve for the activities specified in 43.1 of this clause.

43.3 Employees are eligible for an additional single period of up to four days of paid military leave per military leave year, where they require leave in excess of the above entitlement.

43.4 For leave in excess of the entitlements under 43.2 and 43.3 of this clause Employees will receive top up pay. Top up pay is the difference between their Reservist pay and what they would have received ordinarily if they were at work. During periods of top up pay the Employee’s superannuation will be maintained and sick, annual and extended leave entitlements will accrue.

43.5 At the expiration of military leave, the Employee shall furnish to the Managing Director a certificate of attendance signed by the commanding officer or other responsible officer.

44. Observance of Essential Religious and Cultural Obligations

44.1 An Employee of:

44.1.1 any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or

44.1.2 any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted annual/extended leave to credit, flex leave or leave without pay to do so.
44.2 Provided adequate notice as to the need for leave is given by the Employee to the
NSW TAFE Commission and it is operationally convenient to release the Employee
from duty, the Managing Director must grant the leave applied for by the Employee in
terms of this clause.

44.3 An Employee of any religious faith who seeks time off during daily working hours to
attend to essential religious obligations of that faith, shall be granted such time off by
the Managing Director, subject to:

44.3.1 adequate notice being given by the Employee;

44.3.2 prior approval being obtained by the Employee; and

44.3.3 the time off being made up in the manner approved by the Managing Director.

44.4 Notwithstanding the provisions of 44.1, 44.2 and 44.3 of this clause, arrangements
may be negotiated between the NSW TAFE Commission and the Union in terms of
clause 81, Local Arrangements of Part A, Section 5 or clause 21, Local Arrangements
under Section 6 of this Agreement to provide greater flexibility for Employees
employed in classifications under that Part for the observance of essential religious or
cultural obligations.

45. Parental Leave

45.1 Parental leave includes maternity, adoption and "other parent" leave. The provisions of
this clause operate in addition to that provided by the Paid Parental Leave Act 2010.

45.1.1 Maternity leave shall apply to an Employee who is pregnant and, subject to this
clause the Employee shall be entitled to be granted maternity leave as follows:

(a) For a period up to 9 weeks prior to the expected date of birth; and

(b) For a further period of up to 12 months after the actual date of birth.

(c) An Employee who has been granted maternity leave and whose child is
stillborn may elect to take available sick leave instead of maternity leave.

45.1.2 Adoption leave shall apply to an Employee adopting a child and who will be the
primary care giver, the Employee shall be granted adoption leave as follows:

(a) For a period of up to 12 months if the child has not commenced school at
the date of the taking of custody; or

(b) For such period, not exceeding 12 months on a full-time basis, as the
Managing Director may determine, if the child has commenced school at
the date of the taking of custody.

(c) Special Adoption Leave - An Employee shall be entitled to special adoption
leave (without pay) for up to 2 days to attend interviews or examinations for
the purposes of adoption. Special adoption leave may be taken as a
charge against annual leave, extended leave, flexitime (if employed in a
classification under Section 5, Part A or under Section 6 of this Agreement)
or family and community service leave.
45.1.3 Where maternity or adoption leave does not apply; “other parent” leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:

(a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse’s or partner’s pregnancy or, in the case of adoption, from the date of taking custody of the child or children;

(b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the Employee as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

45.1.4 An Employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an Employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the Employee:

(a) Applied for parental leave within the time and in the manner determined set out in subclause 45.1.9 of this clause; and

(b) Prior to the commencement of parental leave, completed not less than 40 weeks’ continuous service.

(c) Payment for the maternity, adoption or short other parent leave may be made as follows:

(i) in advance as a lump sum; or

(ii) fortnightly as normal; or

(iii) fortnightly at half pay; or

(iv) a combination of full-pay and half pay.

45.1.5 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:

(a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;

(b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;

(c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

45.1.6 An Employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
(a) at the rate (full time or part time) they were paid before commencing the
initial leave if they have not returned to work; or
(b) at a rate based on the hours worked before the initial leave was taken,
where the Employee has returned to work and reduced their hours during
the 24 month period; or
(c) at a rate based on the hours worked prior to the subsequent period of
leave where the Employee has not reduced their hours.

45.1.7 Except as provided in 45.1.4, 45.1.5 and 45.1.6 of this clause parental leave
shall be granted without pay.

45.1.8 Right to request

(a) An Employee who has been granted parental leave in accordance with
45.1.1, 45.1.2 or 45.1.3 may make a request to the Managing Director to:

(i) extend the period of unpaid parental leave for a further continuous
    period of leave not exceeding 12 months;

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

to assist the Employee in reconciling work and parental responsibilities.

(b) The Managing Director 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 NSW
TAFE Commission’s business. Such grounds might include cost, lack of
adequate replacement staff, loss of efficiency and the impact on customer
service.

45.1.9 Notification Requirements

(a) When the NSW TAFE Commission is made aware that an Employee or
their spouse is pregnant, or an Employee’s spouse is pregnant or is
adopting a child, the NSW TAFE Commission must inform the Employee of
their entitlements and their obligations under the Agreement.

(b) An Employee who wishes to take parental leave must notify the Managing
Director in writing at least 8 weeks (or as soon as practicable) before the
expected commencement of parental leave:

(i) that she/he intends to take parental leave, and

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

(iii) if she/he is likely to make a request under 45.1.8.

(c) At least 4 weeks before an Employee’s expected date of commencing
parental leave they must advise:
(i) the date on which the parental leave is intended to start, and
(ii) the period of leave to be taken.

(d) The Employee’s request under 45.1.8 (a) and the Managing Director’s decision made under 45.1.8 (b) must be recorded in writing.

(e) An Employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Managing Director in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Managing Director agrees.

(f) An Employee on maternity leave is to notify the NSW TAFE Commission of the date on which she gave birth as soon as she can conveniently do so.

(g) An Employee must notify the NSW TAFE Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

(h) An Employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the NSW TAFE Commission and any number of times with the consent of the NSW TAFE Commission. In each case she/he must give the NSW TAFE Commission at least 14 days notice of the change unless the Managing Director decides otherwise.

45.1.10 An Employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with 45.1.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.

45.1.11 If the position occupied by the Employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee’s former position.

45.1.12 An Employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Managing Director approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.

45.1.13 An Employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks’ notice (or less if acceptable to the NSW TAFE Commission) must be given.

45.1.14 An Employee who is sick during her pregnancy may take available paid sick leave or accrued annual or extended leave or sick leave without pay. An Employee may apply for accrued annual leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts
her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.

45.1.15 An Employee may elect to take available annual leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.

45.1.16 An Employee may elect to take available annual leave at half pay in conjunction with parental leave subject to:

(a) accrued annual leave at the date leave commences is exhausted within the period of parental leave

(b) the total period of parental leave, is not extended by the taking of annual leave at half pay

(c) When calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further annual, extended and other leave at the full time rate

45.1.17 If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Managing Director, should, in consultation with the member of staff, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

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

45.1.19 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 NSW TAFE Commission 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 Managing Director 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.
46. Personal Carers Leave

46.1 Use of sick leave to care for a family member

46.1.1 An Employee with responsibilities in relation to a category of person set out in 46.1.3 of this clause who needs the Employee’s care and support may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support because of an illness, injury or unexpected emergency affecting the person.

46.1.2 If required by the Managing Director to establish the illness, injury or unexpected emergency is such as to require the care or support by another person for a specified period, the Employee must provide evidence in the form of either a medical certificate or statutory declaration. The choice of medical certificate or statutory declaration is the Employee’s. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of the illness, or injury. Wherever practicable, prior notice of the intention to take leave should be given by the Employee.

46.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

(a) the Employee being responsible for the care and support of the person concerned; and

(b) the person concerned being:-

(i) a spouse of the Employee; or

(ii) a De Facto Partner of the Employee; or

(iii) a child or an adult (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto partner of the Employee; or

(iv) a member of the Employee’s household.

46.2 Unpaid Carers Leave – an Employee is entitled to two days of unpaid carers leave for each occasion when the Employee is responsible for the care and support of a person defined in 46.1.3 because of an illness, injury or unexpected emergency. An Employee cannot take unpaid carers leave if the Employee could instead take paid Personal Carers Leave.

47. Public Holidays and Union Picnic Days

47.1 Unless directed to attend for duty by the Managing Director, an Employee is entitled to be absent from duty on a day designated as a public holiday without loss of pay on any day which is:

47.1.1 a public holiday throughout the State, including New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen’s Birthday, Labour Day, Christmas Day, and Boxing Day; or
47.2 Employees who are eligible for a union picnic day under Section 5, Parts C to F of this Agreement may elect to attend their designated union picnic day or observe the public service holiday as determined under subclause 47.1.3. This subclause does not apply to Employees employed in positions under Section 6 of this Agreement.

48. Purchased Leave

48.1 An Employee may apply to enter into an agreement with the NSW TAFE Commission to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

48.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account the NSW TAFE Commission business needs and work demands.

48.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.

48.1.3 The leave will count as service for all purposes.

48.2 The purchased leave will be funded through the reduction in the Employee’s ordinary rate of pay.

48.2.1 Purchased leave rate of pay means the rate of pay an Employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.

48.2.2 To calculate the purchased leave rate of pay, the Employee’s ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

48.3 Purchased leave is subject to the following provisions:

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

48.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, annual leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.

48.3.3 Sick leave cannot be taken during a period of purchased leave.

48.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
48.3.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee’s hourly rate based on the ordinary rate of pay.

48.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.

48.4 Specific conditions governing purchased leave may be amended from time to time by the Director-General, Department of Premier and Cabinet, in consultation with Unions. The NSW TAFE Commission may make adjustments relating to their salary administration arrangements.

49. Sick Leave

49.1 Payment for sick leave is subject to the Employee:

49.1.1 informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the Employee’s starting time as possible; and

49.1.2 providing evidence of illness as soon as practicable if required by clause 50, Sick Leave – Requirements for Evidence of Illness in this Section.

49.2 If the Managing Director is satisfied that an Employee is unable to perform duty because of the Employee's illness or the illness of his/her family member, the Managing Director:

49.2.1 shall grant to the Employee sick leave on full pay; and

49.2.2 may grant to the Employee, sick leave without pay if the absence of the Employee exceeds the entitlement of the Employee under this Agreement to sick leave on full pay.

49.3 The Managing Director may direct an Employee to participate in a return to work program if the Employee has been absent on a long period of sick leave.

49.4 Entitlements. An Employee appointed after the date of this Agreement will commence accruing sick leave in accordance with this clause immediately. Existing Employees as at the date of this Agreement will accrue sick leave in accordance with this clause.

49.4.1 At the commencement of employment with the NSW TAFE Commission, a full-time Employee is granted an accrual of 5 days sick leave.

49.4.2 After the first four months of employment, the Employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.

49.4.3 After the first year of service, the Employee shall accrue sick leave day to day at the rate of 15 working days per year of service.

49.4.4 New appointees with an accrued sick leave balance from previous employment in a NSW public sector service (including the NSW TAFE Commission) which is continuous with current employment with the NSW TAFE Commission are entitled to have that balance transferred to their current employment in accordance with section 96 of the Public Sector Employment and Management Act 2002 and any amendments thereto.
49.4.5 New appointees with an accrued sick leave balance from previous employment with the NSW TAFE Commission which is not continuous with current employment with the NSW TAFE Commission are entitled to have that balance transferred to their current employment provided that sick leave records are available.

49.4.6 Sick leave without pay shall count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

49.4.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.

49.4.8 Paid sick leave shall not be granted during a period of unpaid leave.

49.5 Payment during the initial 3 months of service - Paid sick leave which may be granted to an Employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Managing Director in respect of the absence.

49.6 Unless an apprentice is entitled to a more favourable provision elsewhere under this Agreement, all apprentices are granted a maximum of 10 days sick leave on full pay during each year of their apprenticeship. Unused sick leave accumulates during the period of the apprenticeship.

50. Sick Leave – Requirements for Evidence of Illness

50.1 An Employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Managing Director in respect of the absence.

50.2 In addition to the requirements under 50.1, an Employee may absent themselves for a total of 5 working days per calendar year due to illness without the provision of evidence of illness to the Managing Director. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Managing Director for each occasion absent for the balance of the calendar year.

50.3 As a general practice backdated medical certificates will not be accepted. However if an Employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Managing Director is satisfied that the reason for the absence is genuine.

50.4 If an Employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Managing Director will advise them in advance.

50.5 If the Managing Director is concerned about the diagnosis described in the evidence of illness produced by the Employee, after discussion with the Employee, the evidence provided and the Employee's application for leave can be referred to Medibank Health Solutions or its successor for advice.

50.5.1 The type of leave granted to the Employee will be determined by the Managing Director based on Medibank Health Solution's or its successor's advice.
If sick leave is not granted, the Managing Director will, as far as practicable, take into account the wishes of the Employee when determining the type of leave granted.

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

The reference in this clause to evidence of illness shall mean a medical certificate or statutory declaration. The certificate would most commonly be from a registered medical practitioner however a certificate issued by other health practitioners may cover absences of up to 5 days where special circumstances are indicated in the certificate. In any case, absences in excess of 5 days shall be supported by a certificate from a medical practitioner.

In accordance with the Health Practitioner Regulation National Law (NSW), a health practitioner means an individual who practices the following professions or speciality it contains:

(a) Chiropractic;
(b) Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health therapist);
(c) Medical;
(d) Nursing and midwifery;
(e) Optometry;
(f) Osteopathy;
(g) Pharmacy;
(h) Physiotherapy;
(i) Podiatry;
(j) Psychology.

The following professions will be recognised from 1 July 2012:

(a) Aboriginal and Torres Strait Islander health practice;
(b) Chinese medicine;
(c) Medical radiation practice;
(d) Occupational therapy.

At the Managing Director's discretion, other forms of evidence that satisfy that an Employee had a genuine illness.
50.8 If an Employee who is absent on annual leave or extended leave, furnishes to the Managing Director satisfactory evidence of illness in respect of an illness which occurred during the leave, the Managing Director may, subject to the provisions of this clause, grant sick leave to the Employee as follows:

50.8.1 In respect of annual leave, the period set out in the evidence of illness;

50.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.

50.9 Subclause 50.8 of this clause applies to all Employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

51. Sick Leave - Workers Compensation

51.1 The Managing Director shall advise Employees of their rights under the Workers Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

51.2 An Employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the Employee a right to claim compensation under the Workers Compensation Act 1987, shall be required to lodge a claim for any such compensation.

51.3 Where, due to the illness or injury, the Employee is unable to lodge such a claim in person, the Managing Director shall assist the Employee or the representative of the Employee, as required, to lodge a claim for any such compensation.

51.4 The Managing Director will ensure that, once received by the NSW TAFE Commission, an Employee’s workers compensation claim is lodged by the NSW TAFE Commission with the workers’ compensation insurer within the statutory period prescribed in the Workers Compensation Act 1987.

51.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Managing Director shall grant sick leave on full pay for which the Employee is eligible followed, if necessary, by sick leave without pay or, at the Employee’s election by accrued annual leave or extended leave.

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

51.7 An Employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the Employee’s ordinary rate of pay. Sick leave utilised in this way shall be debited against the Employee.

51.7.1 The Managing Director shall advise each Employee of the rights under the Workers Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

51.7.2 An Employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the Employee a right to claim compensation under the Workers Compensation Act 1987, shall be required to lodge a claim for any such compensation.
51.7.3 Where, due to the illness or injury, the Employee is unable to lodge such a claim in person, the Managing Director shall assist the Employee or the representative of the Employee, as required, to lodge a claim for any such compensation.

51.7.4 The Managing Director will ensure that, once received by the NSW TAFE Commission, an Employee’s workers compensation claim is lodged by the NSW TAFE Commission with the workers’ compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.

51.7.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Managing Director shall grant sick leave on full pay for which the Employee is eligible followed, if necessary, by sick leave without pay or, at the Employee’s election by accrued annual leave or extended leave.

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

51.7.7 An Employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the Employee’s ordinary rate of pay. Sick leave utilised in this way shall be debited against the Employee.

(a) Before approving the use of sick leave in this subclause, the Managing Director must be satisfied that the Employee is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the Employee must:

(i) participate and cooperate in the establishment of the required injury management plan for the Employee;

(ii) comply with obligations imposed on the Employee by or under the injury management plan established for the Employee;

(iii) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;

(iv) authorise the nominated treating doctor to provide relevant information to the insurer or the NSW TAFE Commission for the purposes of the injury management plan; and

(v) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.

51.7.8 If an Employee notifies the appropriate Managing Director that he or she does not intend to make a claim for any such compensation, the Managing Director shall consider the reasons for the Employee’s decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

51.7.9 An Employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an Employee refuses to submit to a medical examination without an
acceptable reason, the Employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the Employee is not fit to resume employment.

51.7.10 If the Managing Director provides the Employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act* 1987 and the *Workplace Injury Management and Workers Compensation Act* 1998 and, without good reason, the Employee fails to resume or perform such duties, the Employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

51.7.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act* 1987.

51.7.12 Nothing in this clause prevents an Employee from appealing a decision or taking action under other legislation made in respect of:

(a) the Employee's claim for workers compensation;

(b) the conduct of a medical examination by Medibank Health Solutions or its successor;

(c) a medical certificate issued by Medibank Health Solutions or its successor; or

(d) action taken by the Managing Director either under the *Workers Compensation Act* 1987 or any other relevant legislation to a claim for workers' compensation, medical examination or medical certificate.

51.8 Nothing in this clause prevents an Employee from appealing a decision or taking action under other legislation made in respect of:

51.8.1 the Employee's claim for workers compensation;

51.8.2 the conduct of a medical examination by Medibank Health Solutions or its successor;

51.8.3 a medical certificate issued by Medibank Health Solutions or its successor; or

51.8.4 action taken by the Managing Director either under the *Workers Compensation Act* 1987 or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

52. Sick Leave - Claims Other Than Workers Compensation

52.1 If the circumstances of any injury to or illness of an Employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act* 1987, sick leave on full pay will be granted to the Employee on the basis that: -

52.1.1 if such a claim is made and it includes a claim for the value of any period of paid sick leave granted by the NSW TAFE Commission to the Employee; and

52.1.2 in the event that the Employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick
leave, the Managing Director will seek to have the Employee repay to the NSW TAFE Commission the monetary value of any such period of sick leave.

52.2 On repayment to the NSW TAFE Commission of the monetary value of sick leave granted to the Employee, sick leave equivalent to that repayment and calculated at the Employee’s ordinary rate of pay, shall be restored to the credit of the Employee.

53. Special Leave

53.1 Special Leave - Jury Service

53.1.1 An Employee shall, as soon as possible, notify the Managing Director of the details of any jury summons served on the Employee.

53.1.2 An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Managing Director a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the Employee during any such period and the details of any payment or payments made to the Employee under section 72 of the Jury Act 1977 in respect of any such period.

53.1.3 When a certificate of attendance on jury service is received in respect of any period during which an Employee was required to be on duty, the Managing Director shall grant, in respect of any such period for which the Employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Managing Director shall grant, at the sole election of the Employee, available annual leave on full pay, flex leave (if applicable) or leave without pay.

53.2 Special Leave - Emergency Volunteers

53.2.1 The Managing Director may grant Special Leave to an Employee employed under this Section in accordance with the TAFE Policy - Special Leave, for periods when an Employee is acting as an Emergency Volunteer.

53.3 Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee’s appearance at Court as a witness in an official capacity shall be paid by the NSW TAFE Commission.

53.4 Witness at Court - Other than in Official Capacity - Crown Witness - An Employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

53.4.1 be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

53.4.2 pay into the Treasury of the State of New South Wales all money paid to the Employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
53.4.3 Union Witness - an Employee called by the Union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the NSW TAFE Commission for the required period.

53.5 Called as a witness in a private capacity - An Employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the Employee's election, available annual leave on full pay or leave without pay.

53.6 Special Leave - Examinations

53.6.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to Employees for the purpose of attending at any examination approved by the Managing Director.

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

53.7 Special Leave - Union Activities - Special leave on full pay may be granted to Employees who are accredited Union delegates to undertake Union activities as provided for in clause 56, Trade Union Activities Regarded as Special Leave under this Section.

53.8 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to an Employee who is temporarily living away from home as a result of work requirements. Such Employee shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the Employee wishes to return home more often, such Employee may be granted annual leave, extended leave or flex leave to credit (if applicable) or leave without pay, if the operational requirements allow.

53.9 Return Home When Transferred to New Location - Special leave shall be granted to an Employee who has moved to the new location ahead of dependants, to visit such dependants, on the same terms and conditions that apply to Employees Section 4 of this Agreement and any amendments thereto.

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

53.11 Special Leave - Other Purposes - Special leave on full pay may be granted for other purposes as the Managing Director determines.

53.12 Matters arising from domestic violence situations.

53.12.1 In addition to the leave entitlements referred to in clause 41, Leave for Matters Arising From Domestic Violence in this Section, the Managing Director 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.

54. Study Leave, Assistance and Time

54.1 The Managing Director shall have the power to grant or refuse study time.
54.2 Where the Managing Director approves the grant of study time, the grant shall be subject to:

54.2.1 the course being a course relevant to the NSW TAFE Commission;

54.2.2 the time being taken at the convenience of the NSW TAFE Commission; and

54.2.3 paid study time not exceeding a maximum of 4 hours per week.

54.3 Study time may be granted to permanent Employees and full-time temporary Employees. Permanent Part-time Employees shall have a part time entitlement to study time.

54.4 Study time may be used for:

54.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

54.4.2 necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or

54.4.3 private study; and/or

54.4.4 accumulation, subject to the conditions specified in subclauses 54.6 to 54.10 of this clause.

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

54.5.1 Face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.

54.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.

54.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 54.6 to 54.10 of this clause.

54.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW TAFE Commission.

54.7 Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the Employee and the NSW TAFE Commission.

54.8 Where at the commencement of an academic year/semester an Employee elects to accrue study time and that Employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.

54.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
54.10 Where an Employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.

54.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.

54.12 Correspondence Courses - Study time for Employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.

54.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.

54.14 Repeated subjects - Study time shall not be granted for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the Employee’s control.

54.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.

54.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.

54.17 The period granted as examination leave shall include:

54.17.1 time actually involved in the examination;

54.17.2 necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the Employee.

54.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.

54.19 Study Leave - Study leave for full-time study is granted to assist those Employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.

54.20 All permanent full-time and part-time and full-time temporary Employees are eligible to apply and no prior service requirements are necessary.

54.21 Study leave shall be granted without pay, except where the Managing Director approves financial assistance. The extent of financial assistance to be provided shall be determined by the Managing Director according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
54.22 Where financial assistance is approved by the Managing Director for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the Employee.

54.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW TAFE Commission may choose to identify courses or educational programmes of particular relevance or value and establish a NSW TAFE Commission scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

55. Trade Union Activities Regarded as on Duty

55.1 A Union delegate will be released from the performance of normal duty when required to undertake any of the activities specified below. While undertaking such activities, the Union delegate will be regarded as being on duty and will not be required to apply for leave:

55.1.1 Attendance at meetings of the workplace’s Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the Work Health and Safety Act 2011;

55.1.2 Attendance at meetings with workplace management or workplace management representatives;

55.1.3 A reasonable period of preparation time, before -
   (a) meetings with management;
   (b) disciplinary or grievance meetings when an Employee who is a Union member requires the presence of an Union delegate; and
   (c) any other meeting with management; by agreement with management, where operational requirements allow the taking of such time.

55.1.4 giving evidence in court on behalf of the NSW TAFE Commission;

55.1.5 presenting information on the Union and Union activities at induction sessions for new staff of the NSW TAFE Commission; and

55.1.6 distributing official Union publications or other authorised material at the workplace, provided that a minimum of 24 hours’ notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

56. Trade Union Activities Regarded as Special Leave

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

56.1.1 annual or biennial conferences of the Union;

56.1.2 meetings of the Union’s Executive, Committee of Management or Councils;
56.1.3 annual conference of Unions NSW and the Barrier Industrial Council, and the
biennial Congress of the Australian Council of Trade Unions;

56.1.4 attending meetings called by the Unions NSW involving the Union which requires
attendance of a delegate;

56.1.5 giving evidence before an Industrial Tribunal as a witness for the Union;

56.1.6 reasonable travelling time to and from conferences or meetings to which the
provisions of clauses 55, 56 and 57 apply.

57. Trade Union Training Courses

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

57.1.1 accredited Work Health and Safety (WH&S) courses and any other accredited
WH&S training for WH&S Committee members. The provider(s) of accredited
WH&S training courses and the conditions on which special leave for such
courses will be granted, shall be negotiated between the Managing Director and
an Employee’s Union under a local arrangement pursuant to clause 81, Local
Arrangements of Part A, Section 5;

57.1.2 courses organised and conducted by the Australian Council of Trade Unions or
by the Employee’s Union or a training provider nominated by the Employee’s
Union. A maximum of 12 working days in any period of two years applies to this
training and is subject to:

(a) the operating requirements of the workplace permitting the grant of leave
and the absence not requiring employment of relief staff;
(b) payment being at the base rate, i.e. excluding extraneous payments such
as shift allowances/penalty rates, overtime, etc.;
(c) all travelling and associated expenses being met by the Employee or the
Employee’s Union;
(d) attendance being confirmed in writing by the Union or a nominated training
provider.

58. Conditions Applying to on Loan Arrangements

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

58.1.1 meetings interstate or in New South Wales of a Federal nature to which a Union
member has been nominated or elected by the Union:

(a) as an Executive Member; or
(b) as a member of a Federal Council; or
(c) as a member of a vocational or industry committee.

58.1.2 briefing counsel on behalf of the Union;
58.1.3 assisting Union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Union;

58.1.4 country tours undertaken by a member of the executive or Council of the Union;

58.1.5 taking up full-time duties with the Union if elected to the office of President, General Secretary or to another full-time position with the Union

58.2 Financial Arrangements

58.2.1 The following financial arrangements apply to the occasions when an Employee is placed "on loan" to the Union:

(a) The NSW TAFE Commission will continue to pay the delegate or an authorised Union representative whose services are on loan to the Union;

(b) The NSW TAFE Commission will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation, as specified by the New South Wales Treasury from time to time;

(c) Agreement with the Union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Managing Director and the Union.

58.3 Recognition of "On Loan" Arrangement as Service

58.3.1 On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

58.4 Limitation

58.4.1 On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Union needs to extend an on loan arrangement, the Union shall approach the Managing Director in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

59. Period of Notice for Trade Union Activities

59.1 The Managing Director must be notified in writing by the Union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

60. Access to Facilities By Trade Union Delegates

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

60.1.1 telephone, facsimile and, where available, e-mail facilities;

60.1.2 a notice board for material authorised by the Union or access to staff notice boards for material authorised by the Union;
60.1.3 workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Union.

61. Responsibilities of Trade Union Delegates

61.1 Responsibilities of a Union delegate are to:

61.1.1 establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;

61.1.2 participate in the workplace consultative processes, as appropriate;

61.1.3 follow the dispute settling procedure applicable in the workplace;

61.1.4 provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;

61.1.5 account for all time spent on authorised Union business;

61.1.6 when special leave is required, to apply for special leave in advance;

61.1.7 distribute Union literature/membership forms, under local arrangements negotiated between the Managing Director and the Union; and

61.1.8 use any facilities provided by the workplace properly and reasonably as negotiated at the organisational level.

62. Responsibilities of Trade Unions

62.1 Responsibilities of Unions are to:

62.1.1 provide written advice to the Managing Director about a Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate’s attendance/participation in the activity;

62.1.2 meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in 63.1.3 of clause 63, Responsibilities of Workplace Management;

62.1.3 pay promptly any monies owing to the workplace under a negotiated on loan arrangement;

62.1.4 provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

62.1.5 apply to the Managing Director well in advance of any proposed extension to the "on loan" arrangement;

62.1.6 assist the workplace management in ensuring that time taken by the Union delegate is accounted for and any facilities provided by the Employer are used reasonably and properly; and

62.1.7 advise the Employer of any leave taken by the Union delegate during the on loan arrangement.
63. Responsibilities of Workplace Management

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

63.1.1 release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;

63.1.2 advise the workplace delegate of the date of the next induction session for new Employees in sufficient time to enable the Union to arrange representation at the session;

63.1.3 meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

63.1.4 where appropriate, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;

63.1.5 re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

63.1.6 where the Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off or during an approved period of flex leave (if applicable), apply the provisions of 63.1.5 of this clause;

63.1.7 continue to pay salary during an “on loan” arrangement negotiated with the Union and obtain reimbursement of salary and on costs from the Union at regular intervals, or as otherwise agreed between the parties if long-term arrangements apply;

63.1.8 verify with the Union the time spent by the Union delegate or delegates on Union business, if required; and

63.1.9 if the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, consult with the Union before taking any remedial action.

64. Travelling and Other Costs of Trade Union Delegates

64.1 Except as specified in 63.1.3 of clause 63, Responsibilities of Workplace Management, all travel and other costs incurred by accredited Union delegates in the course of Union activities will be paid by the responsible Union.

64.2 In respect of meetings called by the workplace management in terms of 63.1.3, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, based on the conditions that apply under clauses 91, 92, or 93 of Part A, Section 5 of this Agreement.

64.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an Employee from the NSW TAFE Commission in respect of Union activities covered by special leave or on duty activities provided for in this clause.
64.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the NSW TAFE Commission by the Union or the Employee.
Schedule A – Broken Hill Employees Remote Area Allowances

1. Broken Hill Employees - Allowance for Living in a Remote Area

1.1 An Employee working in a classification under Parts B to G of Section 5 of this Agreement shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if they are indefinitely stationed and living in Broken Hill.

1.2 The appropriate allowance payable under this clause shall be determined as follows:

1.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 7 of Schedule 63 – Expense Related Allowances in Part A of Section 5 of this Agreement.

2. Assistance to Employees Stationed in a Remote Area When Travelling on Annual Leave

2.1 An Employee working in a classification under Parts B to G of Section 5 of this Agreement who:

2.1.1 is indefinitely stationed in Broken Hill; and

2.1.2 proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 8 of Schedule 63 – Expense Related Allowances in Part A of Section 5 of this Agreement for the additional costs of travel.

2.2 If the Employee is obliged to obtain overnight accommodation when travelling to and from the recreation destination, an additional allowance is payable at the rate of $2.50 for the employee, spouse and each dependent child with the following conditions:

2.2.1 When the employee is travelling by their own vehicle, with TAFE’s approval, the allowance is payable for only two nights on each of the forward and return journeys.

2.2.2 When the employee is travelling by other means than their own vehicle the allowance is payable on one night only on each of the forward and return journeys.

2.2.3 No payment is to be made for accommodation costs unless the employee travels at least 480 kilometres by the nearest practicable route from the place where the employee is indefinitely stationed.

The allowance for accommodation costs is payable as appropriate whether or not the employee actually expends any money on overnight accommodation. It is also payable if the employee camps or uses a caravan.
SECTION 4 – Transferred Employees Compensation

65. Intent and Application

65.1 The intent of Section 4 - Transferred Employees Compensation of this Agreement is to provide reimbursement towards expenses of Employees transferred to work in a new location which, by necessity of that transfer, requires them to relocate their principal place of residence.

65.2 Where an existing or a new Employee is otherwise ineligible for the benefits of this Section, the Managing Director may offer in writing to the new or existing Employee any or all of the benefits available under this Section on recruitment or appointment as part of an attraction and retention measure. The benefits must be clearly detailed in writing at the time of appointment. Such offers may also be made to temporary Employees.

65.3 Where two staff members who cohabit relocate together to the same location, reimbursement of expenses must not be claimed twice e.g. conveyance and stamp duty. Where applicable, both may claim the leave concessions.

65.4 This Section does not apply to Casual Employees.

66. Notice of Transfer

66.1 The Managing Director will give, in writing, as long a period of notice of transfer as is practicable. A Transferred Employee will not be transferred with less than ten working days notice in writing except in special or urgent circumstances.

67. Special Leave

67.1 Transferred Employees will be given special leave of up to five working days as necessary to carry out any of the following activities:

67.1.1 Visit the new location to obtain accommodation
67.1.2 Prepare and pack personal and household effects prior to removal
67.1.3 Arrange storage
67.1.4 Travel to the new location for the purpose of commencing duty
67.1.5 Clean the premises being vacated
67.1.6 Occupy and settle into the new premises.

67.2 If satisfied that the activities referred to above cannot be completed within five working days, the Managing Director may grant additional special leave, as considered necessary.

67.3 Subject to operational requirements, where a Transferred Employee has not been able to secure permanent accommodation at the new location, the Transferred Employee will be entitled to special leave for the amount of time required to travel to and from their home to enable the Transferred Employee to spend two consecutive days and nights at home each four weeks. Where a Public Holiday occurs immediately before or after such leave, the leave will be extended by a day and a night for each such Public Holiday.
67.4 Where this is not practical due to the distance home, a Transferred Employee will accumulate two days special leave per four weeks until a return home is practical. This leave will be taken at a time suitable to the Managing Director and the Transferred Employee.

68. Travelling and Meal Expenses

68.1 A Transferred Employee shall be entitled to an economy air fare or reimbursement for the use of a private vehicle paid at the casual rate for motor vehicle allowances as set out in Part A, Section 5, Schedule 63 of this Agreement, on the following basis:

68.1.1 For the Transferred Employee and one member of the household to travel to the new location to seek accommodation.

68.1.2 For the Transferred Employee and all members of the household to travel to the new location to commence duty. Where the members of the household do not travel with the Transferred Employee to commence duty the cost of their personal transport will be deferred until such time as they travel to take up residence at the new location.

68.1.3 For the Transferred Employee proceeding on special leave under subclauses 67.3 and 67.4 of clause 67, Special Leave.

68.2 Where a Transferred Employee elects to use a private vehicle the motor vehicle allowance shall not exceed the equivalent cost of economy air fares.

68.3 Transferred Employees travelling to the new location to commence duty who elect to use a private vehicle shall be paid at the official business rate in Part A of Section 5, Schedule 63 of this Agreement.

68.4 When a Transferred Employee travels to the new location to seek new accommodation he or she will be reimbursed for overnight accommodation and meals for the journey to and from the new location for two people under clause 91, Travelling Compensation of Part A of Section 5 of this Agreement.

69. Temporary Accommodation Benefits - Commercially Provided

69.1 Temporary accommodation benefits will be reimbursed for a period of up to four weeks to Transferred Employees who are relocated and use commercially provided accommodation such as a hotel. Such benefits are available in three forms:

69.1.1 Transferred Employees without dependant relatives will be reimbursed up to 50% of the cost of accommodation provided that the total amount to be reimbursed does not exceed $254 per week.

69.1.2 Transferred Employees with dependant relatives will be reimbursed up to a maximum of $254 per week plus an additional $27 for each dependant child 6 years and over (max. contribution $54 per week), where the cost of accommodation exceeds the amount calculated in the following table:
<table>
<thead>
<tr>
<th>Salary of Transferred Employee and Spouse</th>
<th>Amount</th>
<th>Each Dependant Child 6 yrs of age and over (max. contribution $54 per week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ per annum</td>
<td>$ per week</td>
<td>$ per week</td>
</tr>
<tr>
<td>Up to 28,233</td>
<td>218</td>
<td>27</td>
</tr>
<tr>
<td>28,234 to 35,980</td>
<td>239</td>
<td>27</td>
</tr>
<tr>
<td>35,981 to 46,258</td>
<td>262</td>
<td>27</td>
</tr>
<tr>
<td>46,259 to 59,477</td>
<td>324</td>
<td>27</td>
</tr>
<tr>
<td>59,478 and over</td>
<td>412</td>
<td>27</td>
</tr>
</tbody>
</table>

69.1.3 A Transferred Employee required to move to the new location ahead of the dependants will be reimbursed up to a maximum of $254 per week, providing the cost of accommodation is in excess of $51 per week.

69.2 To be eligible for any Temporary Accommodation Benefit a relocated Transferred Employee is, by necessity, required to vacate the existing residence prior to departure for the new location and secure board and lodging (including for dependants, where applicable) at the new location pending a residence becoming available.

69.3 This clause will not apply to Government-owned residences.

69.4 Where the period of four weeks referred to in subclause 69.1 of this clause is not sufficient for the Transferred Employee to obtain suitable permanent accommodation, the Managing Director will consider each case on its merits but will require full particulars to be supplied.

69.5 Temporary Accommodation Benefits will not be paid to more than one person per household.

69.6 The Managing Director will discontinue payment of Temporary Accommodation Benefits if satisfied the Transferred Employee has rejected suitable accommodation.

70. Temporary Accommodation Benefits - Privately Rented

70.1 Where a Transferred Employee secures privately rented accommodation (e.g. a private house) at his or her new location and incurs excess rent then the Transferred Employee shall receive assistance as per the table below:

| Officer with 2 or more dependant children | $68 per week |
| Officer with 1 dependant child            | $59 per week |
| Officer without dependant children        | $51 per week |

70.2 The formula for excess rent is as follows.

Excess rent in respect of any Transferred Employee means rent in excess of the Employee’s weekly contribution calculated as follows:

\[
\text{Contribution} = \frac{\text{Substantive salary} \times (\text{Substantive salary} + 2927)}{101,840}
\]

"Employee’s weekly contribution" shall be the "Contribution" as above multiplied by 7 and divided by 365.25
The formula for calculating an Employee’s weekly contribution is based on:

70.2.1 15% of the salary of a General Scale Clerk, Step 10
70.2.2 20% of the salary of Clerk, min. Grade 4
70.2.3 25% of the salary of Clerk, min. Grade 7

In the event of movement in the salaries for these classifications, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

70.3 The Managing Director may require Transferred Employees to show evidence of difficulties in obtaining cheaper private accommodation, including the provision by a Transferred Employee of a statutory declaration.

70.4 In exceptional circumstances, the Managing Director may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

71. Removal and Storage Expenses

71.1 A Transferred Employee shall be entitled to reimbursement for the costs incurred in removing personal and household effects to the new location, including:

71.1.1 Expenses reasonably incurred by Transferred Employees and their families for meals and accommodation during the course of the journey.

71.1.2 Cost of transporting a second vehicle by either rail, road transport or driving (motor vehicle allowance to be paid at the casual rate) to the Transferred Employee’s new location.

71.1.3 Cost of insuring furniture and effects whilst in transit up to an amount of $38,000. If the insured amount exceeds that amount, the case may be referred to the Managing Director for consideration.

71.1.4 An advance payment to cover the whole or part of the removal expenses provided that the Transferred Employee repays any unused portion within one month of incurring the cost of removal, unless the Managing Director otherwise approves.

71.1.5 Meal and accommodation expenses reasonably incurred where, due to circumstances beyond the control of the Transferred Employee, the furniture and household effects arrive late at the new location, or are moved before the Transferred Employee’s departure from the former location.

71.2 Where the Managing Director is satisfied that a Transferred Employee is unable to secure suitable accommodation at the new location and is required to store furniture, reimbursement for the cost of transport and storage will be made. The Transferred
Employee shall also be allowed the cost of insurance of furniture while in storage on the same basis as prescribed in paragraph 71.1.3 of this clause.

72. Depreciation and Disturbance Allowance

72.1 Where the Managing Director is satisfied that the Transferred Employee has removed a substantial portion of the household’s furniture, furnishings and fittings, the Transferred Employee will be paid a Depreciation and Disturbance Allowance of $1,126 compensation for the accelerated depreciation of personal and/or household effects to the value of $7,037 or pro rata if the value is less.

73. Education of Children

73.1 A Transferred Employee will be reimbursed for accommodation expenses exceeding $27 per week, up to a maximum of $56 per week, for each dependant child undertaking Year 12 where the elected subjects are not available at a school in the Transferred Employee’s new location. The Transferred Employee will be required to provide a certificate from the Department of Education and Communities confirming that the elected subjects are not available at the Transferred Employee’s new location.

73.2 A Transferred Employee will be reimbursed costs for the replacement of essential school clothing and ancillary items for each dependant child required to change schools as a result of the staff member’s transfer from the former location to the new location subject to advice from the new school.

74. Reimbursement of Transaction Expenses

74.1 A Transferred Employee who sells a residence at the former location and buys a residence (or land upon which to build a residence), as a result of the transfer to the new location, will be reimbursed for Transaction Expenses.

74.2 Such Transaction Expenses will include:

74.2.1 Professional costs and disbursements of a solicitor or registered conveyancing company;

74.2.2 Stamp duty on the purchase;

74.2.3 Real estate agent commission on the sale of former residence;

74.2.4 Registration fees on transfers and mortgages on the residence, or the land and a house erected on the land;

74.2.5 Stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions for the sale and purchase.

74.3 Transaction expenses will only be paid where the sale and purchase are completed up to 2 years after any relocation.

74.4 Other than for stamp duty as detailed in subclause 74.5 of this clause, a maximum property value of $520,000 per property for sale and purchase will determine the limit of Transaction Expenses paid to a Transferred Employee.

74.5 Stamp duty will be paid in full where occupation of the residence occurs within fifteen months from the date of commencement at the new location. Where occupation of the residence occurs after 15 months but within 2 years from the date of commencement
at the new location, reimbursement of stamp duty will not exceed the property value of $520,000.

74.6 Transaction Expenses will be paid where the sale and purchase transactions are completed no earlier than 6 months prior to commencing work at the new location.

74.7 The Managing Director may consider payment of transaction expenses on a sale and/or purchase of a residence more than 2 years after relocation, if satisfied there is good reason. The Transferred Employee must provide full details of why the sale and/or purchase could not be completed within the 2 year period.

74.8 A Transferred Employee who does not sell a residence at the former location, but buys a residence at the new location (or land upon which to build a residence), shall be entitled to reimbursement for Transaction Expenses outlined in this clause, provided the Transferred Employee enters into occupation within 15 months of transfer to the new location.

75. Reimbursement of Incidental Costs

75.1 The Transferred Employee will receive reimbursement for the following Incidental Costs of relocation:

75.1.1 Council rates and charges levied upon an unsold former residence for any period during which the former residence remains untenanted to allow the sale of the property of the relocating Transferred Employee;

75.1.2 Gas and electricity connection costs to the new residence, and telephone connection provided the telephone was connected at the Transferred Employee's former residence;

75.1.3 Survey certificates and pest inspection costs for the new residence;

75.1.4 Mail re-direction from the former residence to the new residence for 1 month.

76. Retirement and Death

76.1 Upon retirement from the Public Service the Transferred Employee will enjoy the benefits of clause 71, Removal and Storage Expenses of this Section for relocation to a place of their choice within the State of NSW provided the Transferred Employee’s relocation is effected within 12 months following the date of retirement.

76.2 In the event a Transferred Employee dies, the partner and dependant children or dependant relatives will enjoy the benefits of clause 71, Removal and Storage Expenses of this Section for relocation to a single place of their choice within the State of NSW. Claims under this subclause may be made up to 12 months after the death of the Transferred Employee.

76.3 For retirement and death the maximum amount of reimbursement will be limited to that payable had the Transferred Employee moved to the place of original recruitment to the Public Service.

76.4 "The place of original recruitment" means the address of the workplace where the Transferred Employee first began duty with the NSW Public Service.
77. Additional Benefits

77.1 Subject to approval from the Director-General, Department of Premier and Cabinet, the Managing Director may offer additional support or benefits not specifically referred to in this Agreement to assist in the attraction, recruitment or relocation of a staff member to a location. For example this may include assistance with housing, education or career development expenses.

78. Existing Entitlements

78.1 This Section shall not operate to deprive a Transferred Employee assigned to work at a new location, prior to the making of this Agreement, of any existing entitlements to compensation.

79. Variation of Section 4

79.1 This Section shall be varied in accordance with the variations to the Crown Employees (Transferred Employees Compensation) Award or its replacement.
SECTION 5
PART A – Administrative and Support Staff

80. Application

80.1 This part applies to the following Employee classifications:

Apprentice Gardener, Greenkeeper, Nursery Person
Artists Model
Assistant - Enrolled Nurses Training Program
Assistant Food and Beverage Controller
Assistant Operations Controller
Assistant Operations Manager
Audio Visual Aids Technician
Catering Supervisor
Catering Services Manager
Chief Security Controller
Class Preparation Assistant
Clerk (Graded)
Computer Systems Officer (Graded)
Computer Systems Officer (Trainee, Levels 1 & 2)
Dental Auxiliaries Assistant (Clinical)
Dental Auxiliaries Assistant (Technical)
Designer
Disability Classroom Support (Non-teaching) (Casual classification)
Driver/General Assistant
Duty Manager
Examination Supervisor (Casual classification)
Food School Assistant
Fitter Operator
Food and Beverage Controller
Foreman
Gardening Staff
General Assistant/Caretaker
Guest Services Agent
Hospitality Officer
House Officer
House Supervisor
Laboratory Attendant
Laboratory Craftsman
Librarian
Library Assistant
Library Technician
Operations Controller
Operations Manager
Operations Manager - Food School
Operations Supervisor - Food School
Publicity Officer
Scientific Instrument Maker
Senior Housekeeper
Senior Officer
Steel Production Assistant
Steel Production Supervisor
Stores Attendant
Stores Officer
Student Association Officer
Technical Assistant (Various)
Technical Officer (Engineering)
Technical Officer (Scientific)
80.2 The salaries, wages, and allowances payable to Employees employed in the classifications listed at 80.1 of this clause are set out in Schedules 1 to 64 of this Part.

80.3 This Part applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to Casual Employees:

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81. Local Arrangements

81.1 Local arrangements, as specified in this Part, may be negotiated between the Managing Director and Union in respect of the whole of the NSW TAFE Commission or part of the NSW TAFE Commission.

81.2 All local arrangements negotiated between the NSW TAFE Commission and Unions must:

81.2.1 be approved by the Managing Director; and

81.2.2 be approved in writing by the State Branch Secretary of the Union; and

81.2.3 be contained in a formal document, such as a memorandum of understanding, an enterprise agreement or other industrial instrument; and

81.2.4 include a clause allowing the arrangement to be terminated by giving 12 months’ notice.

81.3 Subject to the provisions of 81.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the NSW TAFE Commission and the Unions where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 87. Flexible Working Hours of this Part shall apply.
Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.

Where a staff member has accrued 8 weeks annual leave, unless otherwise authorised by their manager, flex leave can only be taken where annual leave has been applied for and approved. If, however, annual leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

82. Morning and Afternoon Breaks

Employees may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Employees, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

83. Meal Breaks

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

- where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the Employee agrees. If the Employee requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- where the nature of the work of an Employee or a group of Employees is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Managing Director, the Employee or the Employee’s Union if they are a member to provide for payment of a penalty.

84. Variation of Hours

If the Managing Director is satisfied that an Employee is unable to comply with the general hours operating in the NSW TAFE Commission because of limited transport facilities, urgent personal reasons, community or family reasons, the Managing Director may vary the Employee’s hours of attendance on a one off, short or long-term basis, subject to the following:

- the variation does not adversely affect the operational requirements;
- there is no reduction in the total number of daily hours to be worked;
- the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- a lunch break of one hour is available to the Employee, unless the Employee elects to reduce the break to not less than 30 minutes;
- no overtime or meal allowance payments are made to the Employee, as a result of an agreement to vary the hours;
- ongoing arrangements are documented; and
84.1.7 Employees and their representatives, if any, are consulted as appropriate, on any implications of the proposed variation of hours arrangement for the work area.

85. Assistance with Transport

85.1 The extent of any assistance by the NSW TAFE Commission with transport of an Employee between the workplace and residence or part of the distance involved, shall be determined by the Managing Director according to the provisions contained in clause 124, Provision of Transport in Conjunction with Working of Overtime of this Part.

86. Standard Working Hours

86.1 Standard hours are set and regular with an hour for lunch and, if worked by the Employee under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part time.

86.2 Urgent Personal Business - Where an Employee is required to undertake urgent personal business, appropriate leave or time off may be granted by the Managing Director. Where time off has been granted, such time shall be made up as set out in subclause 86.4 of this clause.

86.3 Late Attendance - If an Employee is late for work, they must either take appropriate leave or, if the Managing Director approves, make the time up in accordance with 86.4 of this clause.

86.4 Making up of Time - The time off taken in circumstances outlined in 86.2 and 86.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the Employee and the Managing Director.

87. Flexible Working Hours

87.1 TAFE NSW is committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. TAFE NSW is committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours Agreement.

87.2 Consistent with local arrangements negotiated under clause 81, Local Arrangements of this Part, and consistent with 87.1 of this clause a flexible working hours scheme in terms of this subclause may operate in the NSW TAFE Commission, subject to operational requirements, as determined by the Managing Director.

87.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the NSW TAFE Commission, shall be extended to an Employee working under a part time work arrangement.

87.4 Exclusions - Flexible working hours shall not apply to Employees who work:

87.4.1 a 38 hour week and are entitled to a rostered day off in a regular cycle; or
87.4.2 permanent standard hours; or
87.4.3 except as negotiated under clause 81 of this Part, according to a shift roster.
87.5 Attendance

87.5.1 An Employee’s attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.

87.6 Bandwidth

87.6.1 The bandwidth shall be between the hours of 7.30am and 6.00pm, unless a different time span has been negotiated under a local arrangement in terms of clause 81, Local Arrangements of this Part.

87.7 Core Time

87.7.1 The core time shall be between the hours of 9.30am and 3.30pm, excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of Clause 81, Local Arrangements of this Part.

87.8 Lunch Break

87.8.1 The standard lunch period shall be one hour. With the approval of the supervisor, the lunch period may be extended by an Employee up to two and one half hours or reduced to not less than 30 minutes within the span of hours determined by the Managing Director. Where a local arrangement has been negotiated in terms of clause 81, Local Arrangements, the lunch break shall be taken in accordance with such local arrangement.

87.9 Settlement Period

87.9.1 Unless a local arrangement has been negotiated in terms of clause 81, Local Arrangements, the settlement period shall be four weeks.

(a) For time-recording purposes, the settlement period and flex leave must coincide.

(b) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Managing Director may extend the affected settlement period by a further four weeks.

87.10 Contract Hours

87.10.1 The contract hours for a settlement period shall be calculated by multiplying the Employee’s weekly contract hours by the number of weeks in a settlement period.

87.11 Flexible Working Hours Credit

87.11.1 Employees may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 81, Local Arrangements may be negotiated in respect of the carry-over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.

87.12 Weekly hours worked during the settlement period are to be monitored by Employees and their supervisor. If it appears that an Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement...
period with the credit hour carry-over from the previous settlement period may exceed 150 hours, the supervisor and Employee shall develop a strategy to ensure that the Employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.

87.13 Flexible Working Hours Debit

87.13.1 The following provisions shall apply to the carry-over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 81, Local Arrangements:

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

(b) where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess;

(c) any debit of hours outstanding on an Employee’s last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/extended leave.

87.14 Cessation of Duty

87.14.1 An Employee may receive payment for a flex day accrued and remaining untaken on the last day of service:

(a) where the Employee’s services terminate without a period of notice for reasons other than misconduct; or

(b) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted; or

(c) in such other circumstances as have been negotiated between the Managing Director, Employees and Unions under a local arrangement in terms of clause 81, Local Arrangements.

(d) prior to an Employee’s last day of service, the Employee and supervisor shall ensure that the Employee does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in 87.16.2 of this clause.

87.15 Where an Employee ceases duty in the NSW TAFE Commission in order to take up employment in another public service or public sector organisation, the same provisions as apply to annual leave under the mobility provisions of the Public Sector Employment and Management Act 2002 shall apply to the accrued but untaken or not forfeited flex leave.

87.16 Flex Leave

87.16.1 Subject to operational requirements:

(a) an Employee may take off one full day or two half days in a settlement period of four weeks;
(b) where it appears an Employee may exceed a 10-hour credit, as per 87.12 of this clause, strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days;

(c) flex leave may be taken on consecutive working days;

(d) absences on flex leave may be combined with other periods of authorised leave;

(e) local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 81, Local Arrangements.

87.17 Absence during Core Time

87.17.1 Where an Employee needs to take a short period of authorised leave within core time, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained at 111.4 to 111.7 of clause 111, Leave - General Provisions in this Part.

87.18 Standard Hours

87.18.1 Notwithstanding the provisions of this clause, the Managing Director may direct an Employee to work standard hours and not flexible hours:

(a) where the Managing Director decides that the working of flexible hours by an Employee or members does not suit the operational requirements of the NSW TAFE Commission or section of the NSW TAFE Commission, the Employee’s Union shall be consulted, where appropriate; or

(b) as remedial action in respect of an Employee who has been found to have deliberately and persistently breached the flexible working hours scheme.

87.19 Easter Concession

87.19.1 Employees who work under a flexible working hours scheme may be granted, subject to the convenience of the NSW TAFE Commission, an additional half day’s flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day’s flex leave on another day within that settlement period.

88. Rostered Days Off for 38 Hour Week Workers

88.1 The provisions of this clause apply only to those Employees who work a 38 hour week and are entitled to a rostered day off in a regular cycle.

88.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.

88.2.1 Except as provided in 88.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.

88.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks’ period during which the Employee resumes duty.
88.2.3 Exception - Notwithstanding the provisions of 88.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.

88.3 In the event of unforeseen circumstances or the NSW TAFE Commission’s operational requirements, the rostered day off may be deferred and taken at a later more suitable time.

88.4 Where seasonal or school vacation considerations affect the NSW TAFE Commission operations, rostered days off may be accrued and taken during a less active period.

88.5 A rostered day off is not to be re-credited if the Employee is ill or incapacitated on a rostered day off.

88.6 Payment of higher duties is not to be made to another Employee for undertaking some or all of the duties of the Employee who is absent on a rostered day off.

89. Excess Travelling Time

89.1 Excess Travelling Time - An Employee directed by the Managing Director to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Managing Director’s discretion, be compensated for such time either by:

89.1.1 Payment calculated in accordance with the provisions contained in this clause; or

89.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the Employee’s manager.

89.2 Compensation under 89.1.1 or 89.1.2 of this clause, shall be subject to the following conditions:

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

89.2.2 (a) on a working day - subject to the provisions of subclause 89.5 of this clause, all additional time spent travelling before or after the Employee’s normal hours of duty,

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

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

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

89.5 Compensation for excess travelling time shall exclude the following:

89.5.1 time normally taken for the periodic journey from home to headquarters and return;
89.5.2 any periods of excess travel of less than 30 minutes on any one day;
89.5.3 travel to new headquarters on permanent transfer, if special leave has been
granted for the day or days on which travel is to be undertaken;
89.5.4 time from 11.00 pm on one day to 7.30 am on the following day if sleeping
facilities have been provided.
89.5.5 travel not undertaken by the most practical available route;
89.5.6 any travel undertaken by a member of staff whose salary includes an “all
incidents of employment” component;
89.5.7 time within the flex time bandwidth;
89.5.8 travel overseas.
89.6 Payment - Payment for travelling time calculated in terms of this clause shall be at the
Employee’s ordinary rate of pay on an hourly basis calculated as follows:

\[
\begin{array}{c}
\text{Annual salary} \\
\times \\
5 \\
\times \\
1 \\
\end{array}
\]

\[\frac{1}{260.89} \text{ Normal hours of work}\]

89.7 The rate of payment for travel or waiting time on a non-working day shall be the same
as that applying to a working day.
89.8 Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be
paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5
plus $1.00 per annum, as adjusted from time to time.
89.9 Time off in lieu or payment for excess travelling time or waiting time will not granted or
made for more than eight hours in any period of 24 consecutive hours.

90. Waiting Time

90.1 When an Employee travelling on official business is required to wait for transport in
order to commence a journey to another location or to return home or headquarters
and such time is outside the normal hours of duty, the waiting time shall be treated and
compensated for in the same manner as excess travelling time pursuant to clause 89,
Excess Travelling Time.

91. Travelling Compensation

91.1 Any authorised official travel and associated expenses, properly and reasonably
incurred by an Employee required to perform duty at a location other than their normal
headquarters shall be met by the TAFE Commission.
91.2 The Managing Director shall require Employees to obtain an authorisation for all
official travel prior to incurring any travel expense.
91.3 Where available at a particular centre or location, the overnight accommodation to be
occupied by Employees who travel on official business shall be the middle of the range
standard, referred to generally as three star or three diamond standard of
accommodation.
91.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.

91.5 The TAFE Commission will elect whether to pay the accommodation directly or whether an Employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, Employees shall obtain prior approval when making their own arrangements for overnight accommodation.

91.6 Subject to 91.14, an Employee who is required by the Managing Director to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the Employee's residence in order to perform the work.

91.7 If meals are provided by the Government at the temporary work location, the Employee shall not be entitled to claim the meal allowance.

91.8 For the first 35 days, the payment shall be:

91.8.1 where the TAFE Commission elects to pay the accommodation provider the Employee shall receive:

(a) the appropriate meal allowance in accordance with Item 1 of Schedule 63 – Expense Related Allowances, and

(b) incidentals as set out in Item 3 of Schedule 63 – Expense Related Allowances, and

(c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;

91.8.2 where the NSW TAFE Commission elects not to pay the accommodation provider the Employee shall elect to receive either:

(a) the appropriate rate of allowance specified in Item 2 of Schedule 63 – Expense Related Allowances, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or

(b) in lieu of (a) above, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Schedule 63 – Expense Related Allowances.

91.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the Employee satisfies the Managing Director that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

91.10 Where an Employee is unable to so satisfy the Managing Director, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.

91.11 After the first 35 days - If an Employee is required by the Managing Director to work in the same temporary work location for more than 35 days, such Employee shall be paid
the appropriate rate of allowance as specified in Item 2 of Schedule 63 – Expense Related Allowances.

91.12 Long term arrangements - As an alternative to the provisions after the first 35 days at 91.11 of this clause, the TAFE Commission could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an Employee working from a temporary work location.

91.13 The return of an Employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

91.14 This clause does not apply to Employees who are on an Employee-initiated secondment in accordance with sections 86, 88 and 100 of the Public Sector Employment and Management Act 2002.

92. Meal Expenses on One Day Journeys

92.1 An Employee who is authorised by the Managing Director to undertake a one-day journey on official business which does not require the Employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - of Schedule 63 – Expense Related Allowances for:-

92.1.1 breakfast when required to commence travel at or before 6.00 am and at least 1 hour before the prescribed starting time;

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

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

93. Restrictions on Payment of Travelling Allowances

93.1 An allowance under clause 91, Travelling Compensation is not payable in respect of:

93.1.1 any period during which the Employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;

93.1.2 any period of leave, except with the approval of the Managing Director or as otherwise provided by this clause; or

93.1.3 any other period during which the Employee is absent from the Employee’s temporary work location otherwise than on official duty.

93.2 An Employee who is in receipt of an allowance under clause 91, Travelling Compensation, shall be entitled to the allowance in the following circumstances:

93.2.1 when granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the Employee’s residence; and for the return journey from the Employee’s residence to the temporary work location, or
93.2.2 when leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the Employee's residence or to take up duty at another temporary work location; but is not entitled to any other allowance in respect of the same period.

94. Increase or Reduction in Payment of Travelling Allowances

94.1 Where the Managing Director is satisfied that a travelling allowance is:

94.1.1 insufficient to adequately reimburse the Employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the Employee for the additional expenses incurred; or

94.1.2 in excess of the amount which would adequately reimburse the Employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the Employee for expenses incurred properly and reasonably.

95. Production of Receipts

95.1 Payment of any actual expenses shall be subject to the production of receipts, unless the Managing Director is prepared to accept other evidence from the Employee.

96. Travelling Distance

96.1 The need to obtain overnight accommodation shall be determined by the Managing Director having regard to the safety of the Employee or Employees travelling on official business and local conditions applicable in the area. Where Employees are required to attend conferences or seminars which involve evening sessions or Employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation may be granted by the Managing Director.

97. Camping Allowances

97.1 Payment of the camping allowance applies to an Employee who is:

97.1.1 in receipt of a camping equipment allowance under clause 98, Camping Equipment Allowance; or

97.1.2 provided with camping equipment by the NSW TAFE Commission; or

97.1.3 reimbursed by the NSW TAFE Commission for the cost of hiring camping equipment.

97.2 When required to camp in connection with the performance of official duties, an Employee shall be paid an allowance for the expenses incurred in camping as follows:

97.2.1 the daily rate specified in Item 4 of Schedule 63 – Expense Related Allowances for all expenses; and

97.2.2 where required to camp for more than 40 nights in any calendar years - that daily rate plus the additional rate for that year as specified in Item 4 of Schedule 63 – Expense Related Allowances.
97.3 Where the Managing Director is satisfied that it was not reasonable in the circumstances for the Employee to camp, an Employee who is entitled to camping allowance shall be paid a travelling allowance under clause 91 of this Part instead of the camping allowance.

97.4 An Employee who is paid a remote areas allowance under clause 101 of this Part is entitled to continue to receive that allowance while receiving a camping allowance.

98. Camping Equipment Allowance

98.1 In this clause, "camping equipment" includes instrument and travelling equipment.

98.2 An Employee who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 5 of Schedule 63 – Expense Related Allowances for the expense of providing the equipment.

98.3 An Employee who provides their own bedding and sleeping bags while camping on official business, shall be paid an additional allowance at the rate specified in Item 5 of Schedule 63 – Expense Related Allowances.

99. Allowance Payable for Use of Private Motor Vehicle

99.1 The Managing Director may authorise an Employee to use a private motor vehicle for work where:

99.1.1 such use will result in greater efficiency or involve the NSW TAFE Commission in less expense than if travel were undertaken by other means; or

99.1.2 where the Employee is unable to use other means of transport due to a disability.

99.2 The Employee must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Managing Director.

99.3 An Employee who, with the approval of the Managing Director, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Schedule 63 – Expense Related Allowances for the use of such private motor vehicle.

99.4 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.

99.4.1 The casual rate is payable if an Employee elects, with the approval of the Managing Director, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.

99.4.2 The official business rate is payable if an Employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the Employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an Employee for owning and maintaining the vehicle.

99.5 Expenses such as tolls etc. shall be refunded to Employees where the charge was incurred during approved work related travel.
99.6 Where an Employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the Employee shall be entitled to an additional allowance as prescribed in Item 6 of Schedule 63 – Expense Related Allowances.

99.7 Except as otherwise specified in this Part, an Employee shall bear the cost of ordinary daily travel by private motor vehicle between the Employee’s residence and Headquarters.

100. **Damage to Private Motor Vehicle Used for Work**

100.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the NSW TAFE Commission, provided:

100.1.1 the damage is not due to gross negligence by the Employee; and

100.1.2 the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.

100.2 Provided the damage is not the fault of the Employee, the NSW TAFE Commission shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:

100.2.1 the damage was sustained on approved work activities; and

100.2.2 the costs cannot be met under the insurance policy due to excess clauses.

101. **Allowance for Living in a Remote Area**

101.1 An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

101.1.1 indefinitely stationed and living in a remote area as defined in clause 5, Dictionary in Section 1 of this Agreement; or

101.1.2 not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in clause 5, Dictionary in Section 1 of this Agreement.

101.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

101.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 7 of Schedule 63 – Expense Related Allowances in respect of all locations in a remote area, as defined in clause 5, Dictionary in Section 1 of this Agreement, except as specified in 101.2.2 and 101.2.3 of this subclause;

101.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 7 of Schedule 63 – Expense Related Allowances; in respect of the towns and localities of Angledook, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
101.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 7 of Schedule 63 – Expense Related Allowances in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

102. Assistance to Employees Stationed in a Remote Area When Travelling on Annual Leave

102.1 An Employee who:

102.1.1 is indefinitely stationed in a remote area as defined in clause 5, Dictionary in Section 1 of this Agreement; and

102.1.2 proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 8 of Schedule 63 – Expense Related Allowances for the additional costs of travel.

102.2 If the Employee is obliged to obtain overnight accommodation when travelling to and from the recreation destination, an additional allowance is payable at the rate of $2.50 for the employee, spouse and each dependent child with the following conditions;

102.2.1 When the employee is travelling by their own vehicle, with TAFE’s approval, the allowance is payable for only two nights on each of the forward and return journeys.

102.2.2 When the employee is travelling by other means than their own vehicle the allowance is payable on one night only on each of the forward and return journeys.

102.2.3 No payment is to be made for accommodation costs unless the employee travels at least 480 kilometres by the nearest practicable route from the place where the employee is indefinitely stationed.

The allowance for accommodation costs is payable as appropriate whether or not the employee actually expends any money on overnight accommodation. It is also payable if the employee camps or uses a caravan.

103. Overseas Travel

103.1 Unless the Managing Director determines that an Employee shall be paid travelling rates especially determined for the occasion, an Employee required by the Managing Director to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant NSW public sector wide advice as issued from time to time.

104. Exchanges

104.1 The Managing Director may arrange two way or one way exchanges with other organisations both public and private, if the TAFE Commission or the Employee will benefit from additional training and development which is intended to be used in the carrying out of the TAFE Commission's business.
104.2 The conditions applicable to those Employees who participate in exchanges will be determined by the Managing Director according to the individual circumstances in each case (Item 9 of Schedule 63 – Expense Related Allowances).

104.3 The provisions of this subclause do not apply to the loan of services of Employees to a Union. The provisions of clause 58, Conditions Applying to On Loan Arrangements in Section 3 of this Agreement apply to Employees who are loaned to a Union.

105. **On-Call Allowance**

105.1 An Employee shall be:

105.1.1 entitled to be paid the on call allowance set out in Schedule 62 – Salary Related Allowances when directed by the NSW TAFE Commission to be on call outside the Employee’s working hours;

105.1.2 if an Employee who is on call and is called out by the NSW TAFE Commission, the overtime provisions as set out in clause 114, Overtime Worked by Shift Workers or clause 115, Overtime Worked by Day Workers of this Part, whichever is appropriate, shall apply to the time worked;

105.1.3 where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

106. **Payment of Laundry Allowance**

106.1 An Employee who is entitled to a laundry allowance under this Part at the time of making this Agreement shall continue to receive the allowance as specified in Item 10 of Schedule 63 – Expense Related Allowances.

106.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the NSW TAFE Commission.

107. **Compensation for Damage to Or Loss of an Employee’s Personal Property**

107.1 Where damage to or loss of the Employee’s personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the NSW TAFE Commission covering the damage to or loss of the personal property of the Employee.

107.2 If a claim under 107.1 of this clause is rejected by the insurer, the Managing Director may compensate an Employee for the damage to or loss of personal property, if such damage or loss:

107.2.1 is due to the negligence of the NSW TAFE Commission, another Employee, or both, in the performance of their duties; or

107.2.2 is caused by a defect in an Employee’s material or equipment; or

107.2.3 results from an Employee’s protection of or attempt to protect the NSW TAFE Commission property from loss or damage.

107.3 Compensation in terms of 107.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the
Managing Director may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

107.4 For the purpose of this clause, personal property means an Employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the Employee's duties.

107.5 Compensation for the damage sustained shall be made by the NSW TAFE Commission where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

108. Community Language Allowance Scheme (CLAS)

108.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such Employees are not:

108.1.1 employed as interpreters and translators; and

108.1.2 employed in those positions where particular language skills are an integral part of essential requirements of the position, shall be paid an allowance as specified in Schedule 62 – Salary Related Allowances.

109. First Aid Allowance

109.1 An Employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such Employee as specified in Schedule 62 – Salary Related Allowances.

109.2 The First Aid Allowance shall not be paid during periods of leave of one week or more.

109.3 When the First Aid Officer is absent on leave for one week or more and another qualified Employee is selected to relieve in the First Aid Officer's position, such an Employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

110. Review of Expense Related Allowances Payable in Terms of This Agreement

110.1 Adjustment of Expense Related Allowances - Allowances contained in this Part shall be reviewed as follows:

110.1.1 Allowances listed in this subclause will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).

(a) clause 91. Travelling Compensation;

(b) clause 92. Meal Expenses on One Day Journeys;

(c) clause 99. Allowances Payable for the Use of Private Motor Vehicles;

(d) clause 119, Overtime Meal Allowances, for Breakfast, Lunch and Dinner.
110.1.2 Allowances payable in terms of clauses listed in this subclause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

(a) clause 97, Camping Allowances;
(b) clause 98, Camping Equipment Allowance;
(c) clause 101, Allowance for Living in a Remote Area;
(d) clause 102, Assistance to Employees Stationed in a Remote Area when Travelling on Annual Leave;
(e) clause 106, Payment of Laundry Allowance;
(f) clause 119, Overtime Meal Allowances, for Supper.
(g) 125A. Room at Home Used as Office
(h) 125C. Garage and Carport Allowance

111. Leave – General Provisions

111.1 The leave provisions contained in Section 3 apply to all Employees listed at clause 80, Application in Section 5, Part A of this Agreement, except where varied by a local arrangement made in terms of clause 81, Local Arrangements of this Part.

111.2 An application by an Employee for leave under this Agreement shall be made to and dealt with by the Managing Director.

111.3 The Managing Director shall deal with the application for leave according to the wishes of the Employee, if the operational requirements of the NSW TAFE Commission permit this to be done.

111.4 An Employee must not be absent from work unless reasonable cause is shown.

111.5 If an Employee is to be absent from duty because of illness or other emergency, the Employee shall notify or arrange for another person to notify the supervisor as soon as possible of the Employee’s absence and the reason for the absence.

111.6 If a satisfactory explanation for the absence, is not provided, the Employee will be regarded as absent from duty without authorised leave and the Managing Director shall deduct from the pay of the Employee the amount equivalent to the period of the absence.

111.7 Nothing in this clause affects any proceedings for a breach of discipline against an Employee who is absent from duty without authorised leave.

111.8 Unless otherwise specified, Part-time Employees employed in classifications under this Part will receive the leave provisions of this Agreement on a pro rata basis, calculated according to the number of hours worked per week.

111.9 A temporary Employee is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW TAFE Commission, if such period or periods of
employment commence immediately on termination of a previous period or periods of employment.

111.10 Where paid and unpaid leave is available to be granted in terms of this Agreement, paid leave shall be taken before unpaid leave.

112. Shift Work

112.1 Shift Loadings - Except where otherwise provided under the Schedules for Employee classifications employed under this Part, a shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Days</th>
<th>Loadings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>at or after 6am and before 10am</td>
<td>Nil</td>
</tr>
<tr>
<td>Afternoon</td>
<td>at or after 10am and before 1pm</td>
<td>10.0%</td>
</tr>
<tr>
<td>Afternoon</td>
<td>at or after 1pm and before 4pm</td>
<td>12.5%</td>
</tr>
<tr>
<td>Night</td>
<td>at or after 4pm and before 4am</td>
<td>15.0%</td>
</tr>
<tr>
<td>Night</td>
<td>at or after 4am and before 6am</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

112.2 The loadings specified in 112.1 of this clause shall only apply to shifts worked from Monday to Friday.

112.3 Weekends and Public Holidays - For the purpose of this clause, any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.

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

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

112.6 Public Holidays - the following shall apply:

112.6.1 where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

112.6.2 a shift worker rostered off duty on a Public Holiday shall be paid one day’s pay for that Public Holiday or have one day added to his/her annual holidays for each such day.

112.7 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker’s family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Managing Director.
112.8 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

112.9 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

112.10 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 114, Overtime Worked by Shift Workers, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

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

112.11.1 the completion of an ordinary rostered shift; or
112.11.2 the completion of authorised overtime; or
112.11.3 the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

112.12 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

113. Overtime - General

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

113.1.1 the Employee’s prior commitments outside the workplace, particularly the Employee’s family and carer responsibilities, community obligations or study arrangements,
113.1.2 any risk to Employee health and safety,
113.1.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
113.1.4 the notice (if any) given by the Managing Director regarding the working of the overtime, and by the Employee of their intention to refuse overtime, or
113.1.5 any other relevant matter.

113.2 Payment for overtime shall be made only where the Employee works directed overtime.

113.3 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the Employee is eligible, under a Schedule in this Part, to:
113.3.1 compensation specifically provided for overtime and/or on-call (standby) allowance; or
113.3.2 be paid an allowance for overtime and/or on-call (standby) allowance; or
113.3.3 a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

114. Overtime Worked by Shift Workers

114.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.

114.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

114.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

114.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.

114.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.

114.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.

114.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an alteration in the ordinary roster does not result in a rest period of less than eight (8) hours.

115. Overtime Worked by Day Workers

115.1 The provisions of this clause shall not apply to:

115.1.1 shift workers as defined in clause 5, Dictionary in Section 1 of this Agreement and to whom provisions of clause 112, Shift Work and clause 114, Overtime Worked By Shift Workers of this Part apply;

115.1.2 Employees covered by formal local arrangements in respect of overtime negotiated between the Managing Director and Unions;

115.1.3 Employees whose salary includes compensation for overtime;

115.1.4 Employees who receive an allowance in lieu of overtime.

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

115.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime
worked outside the Employee’s ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 81, Local Arrangements of this Part apply;

115.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;

115.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;

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

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

115.4 An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

115.5 Rest Periods

115.5.1 An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

115.5.2 Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Employee shall be paid at the appropriate overtime rate until released from duty. The Employee shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

116. Recall to Duty

116.1 An Employee recalled to work overtime after leaving the Employer’s premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

116.2 The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.

116.3 When an Employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

116.4 When an Employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the Employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.

116.5 A recall to duty commences when the Employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
116.6 An Employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

116.7 This clause shall not apply in cases where it is customary for an Employee to return to the NSW TAFE Commission’s premises to perform a specific job outside the Employee’s ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

117. On Call (Stand-By)

117.1 When an Employee is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made. The rate shown in at Schedule 62-Salary Related Allowances shall be made for the duration of on call (stand-by).

118. Overtime Meal Breaks

118.1 Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee’s ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

118.2 Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

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

119. Overtime Meal Allowances

119.1 If an adequate meal is not provided by the NSW TAFE Commission, a meal allowance shall be paid by the NSW TAFE Commission at the appropriate rate specified in Item 11 of Schedule 63-Expense Related Allowances, provided the Managing Director is satisfied that:

119.1.1 the time worked is directed overtime;

119.1.2 the Employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;

119.1.3 where the Employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the Employee did so; and

119.1.4 overtime is not being paid in respect of the time taken for a meal break.

119.2 Notwithstanding the above provisions, nothing in this clause shall prevent the Managing Director and Unions from negotiating different meal provisions under a local arrangement.
120. Rate of Payment for Overtime

120.1 An Employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk Grade 8 plus $1.00, unless the Managing Director approves payment for directed overtime at the Employee’s salary or, where applicable, salary and allowance in the nature of salary.

121. Payment for Overtime or Leave in Lieu

121.1 The Managing Director shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu in accordance with 121.2 of this clause.

121.2 The following provisions shall apply to the leave in lieu:

121.2.1 the Employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the Employee intends to take leave in lieu of payment;

121.2.2 the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;

121.2.3 the leave must be taken at the convenience of the NSW TAFE Commission, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 46, Personal Carers Leave in Section 3 of this Agreement apply;

121.2.4 the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the Employee’s NSW TAFE Commission or section;

121.2.5 leave in lieu accrued in respect of overtime shall be given by the NSW TAFE Commission and taken by the Employee within three months of accrual unless alternate local arrangements have been negotiated between the Managing Director, Employees and Unions;

121.2.6 an Employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

122. Calculation of Overtime

122.1 Unless a minimum payment in terms of 115.4 of clause 115, Overtime Worked by Day Workers applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

122.2 The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

\[
\text{Annual salary} \times \frac{5}{260.89} \times 1
\]

122.3 The formula for the calculation of overtime at ordinary rates for Employees employed on a seven (7) day basis shall be:
122.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

122.5 Overtime is not payable for time spent travelling.

123. Review of Overtime Meal Allowances

123.1 The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 110, Review of Expense Related Allowances Payable in Terms of This Agreement.

123.2 Where an allowance payable under clause 119, Overtime Meal Allowances of this Agreement is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Managing Director shall approve payment of actual expenses.

123.3 Where the meal was not purchased, payment of a meal allowance shall not be made.

123.4 Receipts shall be provided to the Managing Director or his/her delegate in support of any claims for additional expenses or when the Employee is required to substantiate the claim.

124. Provision of Transport in Conjunction with Working of Overtime

124.1 For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.

124.1.1 Departure or arrival after 8.00 pm of an Employee on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the Employee at risk.

124.1.2 The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of the NSW TAFE Commission where knowledge of each particular situation will enable appropriate judgements to be made.

124.2 Arrangement of Overtime - Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the Employee can use public transport or other normal means of transport to and from work.

124.3 Provision of Taxis - Where an Employee:

124.3.1 ceases overtime duty after 8.00 pm; or

124.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 pm;

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.
125. **Higher Duties Allowance**

**125.1** An Employee who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more shall be paid a higher duties allowance subject to:

125.1.1 satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the Employee appointed to that position; and

125.1.2 the allowance paid will be the difference between the present rate of pay of the Employee and the rate of pay to which they would have been entitled if appointed to that position; or

125.1.3 where the Employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the Managing Director as a proportion of the duties and responsibilities which are satisfactorily undertaken.

**125.2** In exceptional circumstances, and subject to approval by the Managing Director, payment of the higher duties allowance may be made for periods of relief of less than five consecutive days.

**125.3** Except as provided by 125.4 of this clause, a higher duties allowance is not to be paid in respect of any unbroken period of leave exceeding five working days taken by the Employee during any period of relief in a higher position.

**125.4** Employees who have relieved continuously for 12 months or more in the same higher-graded position and who continue to relieve in that position, are entitled to payment of the higher duties allowance for all leave taken during the further period of relief.

125A. **Room at Home Used as Office**

125A.1 Where no office is provided in a particular location --- Where it is impractical to provide an office in a particular location, Employees stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW TAFE Commission will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Schedule 63 – Expense Related Allowances is payable for the use of a room at home as an office.

125A.2 Where an office exists in a particular location --- Where a NSW TAFE Commission office or offices already exist in a particular location but the Employee and the manager agree that the Employee could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the NSW Government Flexible Work Practices, Policy and Guidelines.

125A.3 Requirements - Arrangements under 125A.1 or 125A.2 of this clause shall be subject to:

125A.3.1 a formal agreement being reached in respect of the hours to be worked; and

125A.3.2 the work health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the NSW Government Flexible Work Practices, Policy and Guidelines.
125B. Semi-Official Telephones

125B.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an Employee shall be made as specified in this clause if the Employee is required to be contacted or is required to contact others in connection with the duties of his/her position in the NSW TAFE Commission, as and when required.

125B.2 The service must be located in the Employee’s principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the Employee.

125B.3 The semi-official telephone allowance applies to staff who are required, as part of their duties to:

125B.3.1 give decisions, supply information or provide emergency services; and/or
125B.3.2 be available for reasons of safety or security for contact by the public outside of normal office hours.

125B.4 Unless better provisions already apply to an Employee or an Employee has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:

125B.4.1 the connection fee for a telephone service, if the service is not already available at the Employee’s principal place of residence;
125B.4.2 the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
125B.4.3 the full cost of official local, STD and ISD calls.

125B.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:

125B.5.1 date, time, length of call and estimated cost;
125B.5.2 name and phone number of the person to whom call was made; and
125B.5.3 reason for the call.

125C. Garage and Carport Allowance

125C.1 Where an Employee garages a NSW TAFE Commission vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Managing Director, such an Employee shall be paid an appropriate rate of allowance as specified in Item 13 of Schedule 63 – Expense Related Allowances.

125C.2 Payment of the garage or carport allowance shall continue during periods when the Employee is absent from headquarters.
SCHEDULES - ADMINISTRATIVE AND SUPPORT STAFF SALARIES AND ALLOWANCES

SCHEDULE 1 – APPRENTICE GARDENER, GREENKEEPER, NURSERYPERSON

<table>
<thead>
<tr>
<th>Apprentice Gardener, Greenkeeper, Nurseryperson</th>
<th>From 3.7.15 Per week</th>
<th>From 1.7.16 Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>452.00</td>
<td>463.30</td>
</tr>
<tr>
<td>2nd year</td>
<td>595.10</td>
<td>610.00</td>
</tr>
<tr>
<td>3rd year</td>
<td>762.70</td>
<td>781.80</td>
</tr>
<tr>
<td>4th year</td>
<td>879.20</td>
<td>901.20</td>
</tr>
</tbody>
</table>

Proficiency Allowance - $1.00 for each successfully completed year of Technical College training

SCHEDULE 2 – ARTISTS MODEL

<table>
<thead>
<tr>
<th>Artists Model</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draped</td>
<td>52,185</td>
<td>53,490</td>
</tr>
<tr>
<td>Undraped</td>
<td>55,169</td>
<td>56,548</td>
</tr>
</tbody>
</table>

SCHEDULE 3 – ASSISTANT FOOD AND BEVERAGE CONTROLLER

<table>
<thead>
<tr>
<th>Assistant Food and Beverage Controller</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryde</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>56,691</td>
<td>58,108</td>
</tr>
<tr>
<td>2nd year</td>
<td>59,795</td>
<td>61,290</td>
</tr>
</tbody>
</table>

SCHEDULE 4 – ASSISTANT OPERATIONS CONTROLLER

<table>
<thead>
<tr>
<th>Assistant Operations Controller</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Port Macquarie/Campbelltown)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>55,169</td>
<td>56,548</td>
</tr>
<tr>
<td>2nd year</td>
<td>56,691</td>
<td>58,108</td>
</tr>
</tbody>
</table>

SCHEDULE 5 – ASSISTANT OPERATIONS MANAGER

<table>
<thead>
<tr>
<th>Assistant Operations Manager</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hamilton, Ryde, Werrington, Northern Beaches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>66,294</td>
<td>67,951</td>
</tr>
<tr>
<td>2nd year</td>
<td>67,586</td>
<td>69,276</td>
</tr>
<tr>
<td>3rd year</td>
<td>69,696</td>
<td>71,438</td>
</tr>
<tr>
<td>4th year</td>
<td>71,839</td>
<td>73,635</td>
</tr>
<tr>
<td>East Sydney</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>64,399</td>
<td>66,009</td>
</tr>
<tr>
<td>2nd year</td>
<td>66,909</td>
<td>68,582</td>
</tr>
</tbody>
</table>
SCHEDULE 6 – ASSISTANT - ENROLLED NURSES TRAINING PROGRAMME (Part-time)

<table>
<thead>
<tr>
<th>Assistant - Enrolled Nurses Training Programme (Part-time)</th>
<th>From 3.7.15 Per hour</th>
<th>From 1.7.16 Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>24.19</td>
<td>24.79</td>
</tr>
<tr>
<td>2nd year</td>
<td>24.57</td>
<td>25.18</td>
</tr>
<tr>
<td>3rd year</td>
<td>25.17</td>
<td>25.80</td>
</tr>
</tbody>
</table>

SCHEDULE 7 – AUDIO VISUAL AIDS TECHNICIAN

7.1 Qualifications and Progression Requirements - The qualifications, experience and abilities required for appointment to and progression in this classification are:

7.1.1 Class 1 – Basic office equipment and/or mechanical/electrical trades qualification or appropriate experience necessary to repair and service items of office equipment.

7.1.2 Class 2

(a) Basic electronic servicing qualifications and/or experience necessary to repair and service radio and basic electronic equipment; or

(b) Ability as described for Class 1 plus ability to repair and service a range of types of office machines and equipment; or

(c) The qualifications and experience necessary to repair horological, hydrographic and medical instruments.

(d) Technicians who are only able to repair 1 or 2 of the 3 types of instruments specified in 7.1.2(c) shall not be eligible for appointment to Class 2.

(e) Provided that a Class 2 Technician who demonstrates to the satisfaction of the Manager, Government Stores Department, that he/she has developed experience in one of the specialised areas hereinafter specified shall be eligible to progress to Class 3, i.e.

(i) Closed Circuit Television

(ii) Photocopiers

(iii) Two Way Radio

(iv) Single Element Typewriters

(v) Micro-computers

(f) Provided further that the Managing Director, may approve the reclassification of a Technician from Class 2 to Class 3 after 4 years’ service within the class demonstrates that he/she has kept abreast of technological changes and who exhibits the following attributes:

(i) Has sound technical and practical abilities, has attended TAFE courses or through his/her own initiative has kept pace with technological changes and can demonstrate these skills as required;
(ii) Is able to communicate effectively and, if requested, to assist with training, evaluation of equipment and to submit written reports;

(iii) Shows initiative, assumes responsibility and is dependable;

(iv) Is able to work with minimal supervision.

A technician can benefit once only in terms of advancement under either this sub-clause or that prescribed in Class 3.

7.1.3 Class 3

(a) Ability as described for subclause 7.1.2(a) plus the satisfactory completion of a Television Servicing course and the ability to repair and service a range of types of audio-visual aid equipment; or

(b) Ability as described for subclause 7.1.2(a) and 7.1.2(b) or subclause 7.1.2(a) and 7.1.2(c).

(c) Provided that a class 3 Technician who demonstrates to the satisfaction of the Managing Director, that he/she has developed expertise in one of the specialised areas below shall be eligible to progress to Class 4, i.e:

(i) Closed Circuit Television
(ii) Photocopiers
(iii) Two Way Radio
(iv) Single Element Typewriters
(v) Micro-Computers

(f) Provided further that the Managing Director, may approve the reclassification of Technician from Class 3 to Class 4, who after 4 years of service within the class demonstrates that he/she has kept abreast of Technological changes and who exhibits the attributes listed in subclause 7.1.2(a) – (d). A technician can benefit once only in terms of advancement under either this subclause or that prescribed in subclause 7.1.2.

7.1.4 Class 4 - Ability as described for subclauses 7.1.2(b) and 7.1.3(a)

7.1.5 Class 5 – Is a promotional position rather than a progressional position and it is up to the individual departments to approve of a position being graded at Class 5.

7.2 Increments

7.2.1 The payment of increments under the scales of salaries prescribed in this Agreement shall be subject to approval by the Managing Director’s delegate.

7.2.2 In cases where an increment is deferred the officer affected shall have the right of appeal to the Managing Director.
<table>
<thead>
<tr>
<th>Audio Visual Aids Technician</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>55,624</td>
<td>57,015</td>
</tr>
<tr>
<td>2nd year</td>
<td>57,253</td>
<td>58,684</td>
</tr>
<tr>
<td>Class 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>60,411</td>
<td>61,921</td>
</tr>
<tr>
<td>2nd year</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>Class 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>65,608</td>
<td>67,248</td>
</tr>
<tr>
<td>2nd year</td>
<td>66,909</td>
<td>68,562</td>
</tr>
<tr>
<td>Class 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>68,223</td>
<td>69,929</td>
</tr>
<tr>
<td>2nd year</td>
<td>69,025</td>
<td>70,751</td>
</tr>
<tr>
<td>Class 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>73,195</td>
<td>75,025</td>
</tr>
<tr>
<td>2nd year</td>
<td>73,918</td>
<td>75,766</td>
</tr>
</tbody>
</table>

SCHEDULE 8 – CATERING SERVICES MANAGER

<table>
<thead>
<tr>
<th>Catering Services Manager</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Kurri Kurri, Ryde)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>73,918</td>
<td>75,766</td>
</tr>
<tr>
<td>2nd year</td>
<td>77,448</td>
<td>79,384</td>
</tr>
</tbody>
</table>

SCHEDULE 9 – CATERING SUPERVISOR

<table>
<thead>
<tr>
<th>Catering Supervisor</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Kurri Kurri / Ryde)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>2nd year</td>
<td>63,801</td>
<td>65,396</td>
</tr>
</tbody>
</table>

SCHEDULE 10 – CHIEF SECURITY CONTROLLER

<table>
<thead>
<tr>
<th>Chief Security Controller</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Sydney)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>77,448</td>
<td>79,384</td>
</tr>
<tr>
<td>2nd year</td>
<td>79,891</td>
<td>81,888</td>
</tr>
</tbody>
</table>

SCHEDULE 11 – CLASS PREPARATION ASSISTANT

<table>
<thead>
<tr>
<th>Class Preparation Assistant * ** ***</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tourism &amp; Hospitality/Rural Studies (Floristry)/Catering &amp; Bakery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>47,843</td>
<td>49,039</td>
</tr>
<tr>
<td>2nd year</td>
<td>48,711</td>
<td>49,929</td>
</tr>
<tr>
<td>3rd year</td>
<td>49,106</td>
<td>50,334</td>
</tr>
<tr>
<td>Hairdressing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>44,683</td>
<td>45,800</td>
</tr>
<tr>
<td>2nd year</td>
<td>45,901</td>
<td>47,049</td>
</tr>
</tbody>
</table>
\textit{3rd year} & 46,771 & 47,940 \\

* If engaged as a 7 days shift worker – loading of 50% for Saturday, 75% for Sunday  
** If engaged as a 5 day week worker – overtime applies  
*** Catering - shift allowance applies except where Daylight Equivalent is applied

11.1 For Class Preparation Assistants (Catering and Hairdressing) working according to 38 hour 4 ½ day week provisions:

11.1.1 The ordinary working hours shall be worked as a twenty day four week cycle Monday to Friday inclusive with nineteen working days of not more than 9 hours or less than 4 hours to a maximum of 40 hours per week between the hours of 6.00 a.m. and 6.00 p.m. with 0.4 of one hour on each day worked accruing as an entitlement to take a rostered day off.

11.1.2 Hours worked in excess of 9 hours on any one day or in excess of 40 in any week will attract payment of overtime.

11.1.3 All leave will be accrued, taken and recorded by converting the daily entitlements to an hourly basis on the understanding that each day is equivalent to 7.6 hours

11.1.4 Each day of paid leave taken (excluding extended leave, accident leave and leave without pay) shall be regarded as a day worked for accrual provisions.

\textbf{SCHEDULE 12 – CLERK – GENERAL SCALE}

12.1 Salaries

12.1.1 An Employee on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid not less the amount set in this Schedule.

12.1.2 An Employee on the General Scale at 20 years of age is paid at not less than the amount for the 2nd year of service.

12.1.3 An Employee on the General Scale at 21 years of age is paid at not less than the amount for the 3rd year of service.

12.1.4 Positions are classified within the General Scale in accordance with the classification and grading system approved by the Director of Public Employment.

12.1.5 Temporary Employees are paid the weekly equivalent of the annual salary prescribed in this Schedule.

12.2 Promotion – Promotion to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade.

\begin{center}
\begin{tabular}{|l|c|c|}
\hline
Clerk - General Scale & From 3.7.15 Per annum & From 1.7.16 Per annum \\
\hline
Step 1 & 28,417 & 29,127 \\
Step 2 & 32,248 & 33,054 \\
Step 3 - 1st year or 18 years & 34,277 & 35,134 \\
Step 4 * & 38,839 & 39,810 \\
Step 5** - minimum at age 20 & 41,459 & 42,495 \\
Step 6 - minimum at age 21 & 44,683 & 45,800 \\
\hline
\end{tabular}
\end{center}
### SCHEDULE 13 – CLERK (GRADED)

#### 13.1 Salaries

13.1.1 Positions are classified within Grades 1 to 12 in accordance with the classification and grading system approved by the Director of Public Employment.

13.1.2 Temporary Employees are paid the weekly equivalent of the annual salary prescribed in this Schedule.

#### 13.2 Promotion

13.2.1 Promotion to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade.

<table>
<thead>
<tr>
<th>Clerk (Graded)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1 - 1st year</td>
<td>58,687</td>
<td>60,154</td>
</tr>
<tr>
<td>Thereafter</td>
<td>60,411</td>
<td>61,921</td>
</tr>
<tr>
<td>Grade 2 - 1st year</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>Thereafter</td>
<td>63,801</td>
<td>65,396</td>
</tr>
<tr>
<td>Grade 3 - 1st year</td>
<td>65,608</td>
<td>67,248</td>
</tr>
<tr>
<td>Thereafter</td>
<td>67,586</td>
<td>69,276</td>
</tr>
<tr>
<td>Grade 4 - 1st year</td>
<td>69,696</td>
<td>71,438</td>
</tr>
<tr>
<td>Thereafter</td>
<td>71,839</td>
<td>73,635</td>
</tr>
<tr>
<td>Grade 5 - 1st year</td>
<td>77,448</td>
<td>79,384</td>
</tr>
<tr>
<td>Thereafter</td>
<td>79,891</td>
<td>81,888</td>
</tr>
<tr>
<td>Grade 6 - 1st year</td>
<td>83,022</td>
<td>85,098</td>
</tr>
<tr>
<td>Thereafter</td>
<td>85,455</td>
<td>87,591</td>
</tr>
<tr>
<td>Grade 7 - 1st year</td>
<td>88,015</td>
<td>90,215</td>
</tr>
<tr>
<td>Thereafter</td>
<td>90,646</td>
<td>92,912</td>
</tr>
<tr>
<td>Grade 8 - 1st year</td>
<td>94,423</td>
<td>96,784</td>
</tr>
<tr>
<td>Thereafter</td>
<td>97,426</td>
<td>99,862</td>
</tr>
<tr>
<td>Grade 9 - 1st year</td>
<td>100,330</td>
<td>102,838</td>
</tr>
<tr>
<td>Thereafter</td>
<td>103,151</td>
<td>105,730</td>
</tr>
</tbody>
</table>

* minimum for Employees with Business Administration Certificate III, Government certificate III or equivalent at 18 year of age - Employee with HSC qualification at 19 year of age

** minimum for Employees with Business Administration Certificate III, Government certificate III or equivalent And qualified at HSC standard at 17 year of age

# Provided that officers who on 6.12.1979 were on 14th year of General Scale and paid a personal allowance of $417 pa in terms of circular 202 of 1979 shall be paid by way of an allowance above step 13
| Grade 10 - 1st year          | 107,362 | 110,046 |
|                            | Thereafter | 110,560 | 113,324 |
| Grade 11 - 1st year         | 116,042 | 118,943 |
|                            | Thereafter | 120,961 | 123,985 |
| Grade 12 - 1st year         | 128,838 | 131,751 |
|                            | Thereafter | 134,202 | 137,557 |

NB: From the commencement date of this agreement, TAFE NSW will not appoint any permanent Clerk Grade (11/12).

SCHEDULE 14 – COMPUTER SYSTEMS OFFICER (GRADED)

14.1 Salaries

14.1.1 Positions are classified within Grades 1 to 3 in accordance with the classification and grading system approved by the Director of Public Employment.

14.1.2 Temporary Employees are paid the weekly equivalent of the annual salary prescribed in this Schedule.

14.2 Promotion

14.2.1 Promotion to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade.

<table>
<thead>
<tr>
<th>Computer Systems Officer (Graded)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>41,828</td>
<td>42,874</td>
</tr>
<tr>
<td>2nd year</td>
<td>45,901</td>
<td>47,049</td>
</tr>
<tr>
<td>3rd year</td>
<td>48,711</td>
<td>49,929</td>
</tr>
<tr>
<td>4th year</td>
<td>51,766</td>
<td>53,060</td>
</tr>
<tr>
<td>5th year</td>
<td>55,624</td>
<td>57,015</td>
</tr>
<tr>
<td>6th year</td>
<td>60,411</td>
<td>61,921</td>
</tr>
<tr>
<td>7th year</td>
<td>63,801</td>
<td>65,396</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>67,586</td>
<td>69,276</td>
</tr>
<tr>
<td>2nd year</td>
<td>71,839</td>
<td>73,635</td>
</tr>
<tr>
<td>3rd year</td>
<td>79,891</td>
<td>81,888</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>83,022</td>
<td>85,098</td>
</tr>
<tr>
<td>2nd year</td>
<td>85,455</td>
<td>87,591</td>
</tr>
<tr>
<td>3rd year</td>
<td>88,015</td>
<td>90,215</td>
</tr>
<tr>
<td>4th year</td>
<td>90,646</td>
<td>92,912</td>
</tr>
<tr>
<td>5th year</td>
<td>94,243</td>
<td>96,784</td>
</tr>
<tr>
<td>6th year</td>
<td>97,426</td>
<td>99,862</td>
</tr>
</tbody>
</table>

SCHEDULE 15 – COMPUTER SYSTEMS OFFICER (TRAINEE)

<table>
<thead>
<tr>
<th>Computer Systems Officer (Trainee, Levels 1 &amp; 2)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>41,459</td>
<td>42,495</td>
</tr>
<tr>
<td>2nd year</td>
<td>47,843</td>
<td>49,039</td>
</tr>
</tbody>
</table>
3rd year 51,766 53,060
4th year 60,411 61,921
Level 1
1st year 63,801 65,396
2nd year 67,586 69,276
Level 2
1st year 71,839 73,635
2nd year 79,891 81,888

**SCHEDULE 16 – DENTAL AUXILIARIES ASSISTANT (CLINICAL)**

<table>
<thead>
<tr>
<th>Dental Auxiliaries Assistant (Clinical) *</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>56,250</td>
<td>57,656</td>
</tr>
<tr>
<td>2nd year</td>
<td>57,253</td>
<td>58,684</td>
</tr>
<tr>
<td>3rd year</td>
<td>58,687</td>
<td>60,154</td>
</tr>
<tr>
<td>4th year</td>
<td>60,998</td>
<td>62,523</td>
</tr>
<tr>
<td>5th year</td>
<td>62,628</td>
<td>64,194</td>
</tr>
<tr>
<td>6th year</td>
<td>64,399</td>
<td>66,009</td>
</tr>
</tbody>
</table>

*An essential qualification requirement for appointment to the positions of Dental Auxiliaries Assistant (Clinical) is successful completion of the Dental Assistants’ Certification of Proficiency and of Radiography. Salary scale equivalent to 3rd to 8th year rate for Technical Officer (Scientific) Grade 1 of Schedule 60 of this Agreement.

**SCHEDULE 17 – DENTAL AUXILIARIES ASSISTANT (TECHNICAL)**

<table>
<thead>
<tr>
<th>Dental Auxiliaries Assistant (Technical)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental Auxiliaries Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>56,250</td>
<td>57,656</td>
</tr>
<tr>
<td>2nd year</td>
<td>57,253</td>
<td>58,684</td>
</tr>
<tr>
<td>3rd year</td>
<td>58,687</td>
<td>60,154</td>
</tr>
<tr>
<td>4th year</td>
<td>60,998</td>
<td>62,523</td>
</tr>
<tr>
<td>5th year</td>
<td>62,628</td>
<td>64,194</td>
</tr>
<tr>
<td>6th year</td>
<td>64,399</td>
<td>66,009</td>
</tr>
</tbody>
</table>

Senior Dental Auxiliaries Assistant

| 1st year                                | 69,025                | 70,751                |
| 2nd year                                | 71,112                | 72,890                |
| 3rd year                                | 73,918                | 75,766                |
| 4th year                                | 78,301                | 80,259                |

Dental Auxiliaries Assistant salary scale equivalent to 3rd to 8th year rate for Technical Officer (Scientific) Grade 1; and Senior Dental Auxiliaries Assistant salary scale equivalent to Technical Officer (Scientific) Grade 2 of Schedule 61.

**SCHEDULE 18 – DESIGNER**

18.1 Salaries
18.1.1 The annual rates of salaries shall be paid to officers appointed to the positions specified provided that progression beyond the rate prescribed for the seventh year of service shall be subject to an officer having completed twelve months service on such a rate and to the Managing Director being satisfied that the skill and ability of the officer and the value of his work warrants such progression.

18.2 Increments

18.2.1 The payment of increments under the scales of salaries prescribed by this agreement shall be subject to approval by the Managing Director’s delegate.

18.2.2 In cases where an increment is deferred the officer affected shall have the right of appeal to the Managing Director.

<table>
<thead>
<tr>
<th>Designer</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>54,155</td>
<td>55,509</td>
</tr>
<tr>
<td>2nd year</td>
<td>55,169</td>
<td>56,548</td>
</tr>
<tr>
<td>3rd year</td>
<td>56,691</td>
<td>58,108</td>
</tr>
<tr>
<td>4th year</td>
<td>58,687</td>
<td>60,154</td>
</tr>
<tr>
<td>5th year</td>
<td>60,411</td>
<td>61,921</td>
</tr>
<tr>
<td>6th year</td>
<td>61,471</td>
<td>63,006</td>
</tr>
<tr>
<td>7th year</td>
<td>62,628</td>
<td>64,194</td>
</tr>
<tr>
<td>8th year</td>
<td>64,399</td>
<td>66,009</td>
</tr>
<tr>
<td>9th year</td>
<td>66,909</td>
<td>68,582</td>
</tr>
<tr>
<td>10th year</td>
<td>69,696</td>
<td>71,438</td>
</tr>
<tr>
<td>11th year</td>
<td>71,839</td>
<td>73,635</td>
</tr>
<tr>
<td>12th year</td>
<td>74,656</td>
<td>76,522</td>
</tr>
</tbody>
</table>

SCHEDULE 19 – DISABILITY CLASSROOM SUPPORT (NON-TEACHING)

19.1 Persons employed as sign language interpreters are required to hold National Accreditation Authority for Translators and Interpreters (NAATI) interpreter accreditation equivalent to para-professional interpreter in Auslan, or other such qualifications as the Managing Director deems appropriate.

19.1.1 These classifications of staff are employed on a casual basis on an hourly rate.

19.1.2 These casual hourly rates include a loading of 15% plus 8 1/3% (1/12th pro rata annual leave).

19.1.3 Minimum engagement and payment on any one day is 2 hours.

19.1.4 The standard period of engagement on any one day should not exceed eight hours.

19.1.5 Where an engagement on any one day exceeds eight hours, overtime shall be paid in accordance with clause 115, Overtime Worked by Day Workers for all hours required to be worked in excess of eight hours.

19.1.6 TAFE NSW shall endeavour to notify a Casual Employee in advance when an engagement is to be cancelled. Should a minimum of 24 hours prior notification not be given, the Casual Employee shall be paid for the engagement and may be required to perform alternate duties appropriate to their classification.
<table>
<thead>
<tr>
<th>Disability Classroom Support (Non-Teaching)</th>
<th>From 3.7.15 Per hour</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign Language Interpreter (ph) (previously Interpreter to the Deaf)</td>
<td>59.87</td>
<td>61.37</td>
</tr>
<tr>
<td>Disability Assistant (ph) (Notetaker / Reader / Writer)</td>
<td>40.05</td>
<td>41.05</td>
</tr>
<tr>
<td>Disability Assistant (ph) (Personal / Mobility)</td>
<td>30.92</td>
<td>31.69</td>
</tr>
</tbody>
</table>

SCHEDULE 20 – DRIVER / GENERAL ASSISTANT

20.1 Hours

20.1.1 Except as provided elsewhere in this Agreement the ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:

The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00am and 6.00pm, subject to luncheon break of at least 20 minutes. Subject to paragraph 20.1.2 TAFE shall prescribe the actual commencing and finishing times and meal period within that spread of hours. Twenty-four minutes on each day worked will accrue as an entitlement to take a rostered day off in each four week cycle paid for as though worked.

20.1.2 The commencing and finishing times of Drivers/Assistants shall be by arrangement between the Minister and the Driver but for the purposes of this Agreement, the nominal daily hours shall be from 9.00 am to 6.00pm with a one hour break for luncheon.

20.1.3 Where the rostered day off prescribed by subparagraph 20.1.1 falls on a public holiday the next working day shall be taken in lieu unless an alternative day in that four-week cycle (or the next four week cycle) is agreed between the Employer and the Employee.

20.1.4 Each day of paid sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

20.1.5 An employee who has not worked, or is not regarded by reason of subparagraph 20.1.4 as having worked, a complete four-week cycle shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle. Payment for the rostered day off or, in the case of termination of employment, on termination, shall be adjusted accordingly.

20.1.6 So far as is practicable, the rostered day off shall be allowed and taken on the specified day, but in the event of circumstances arising adverse to the granting of the specified day off, another day may be substituted by mutual agreement in
that four week cycle or the next four weeks.

20.2 Supper Money

20.2.1 When required to work beyond 11.00pm a supper allowance of $10.25 shall be payable.

<table>
<thead>
<tr>
<th></th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver / General Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Departmental Driver / Assistant</td>
<td>52,185</td>
<td>53,490</td>
</tr>
<tr>
<td>Driver / General Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Departmental Driver / Assistant</td>
<td>55,169</td>
<td>56,548</td>
</tr>
</tbody>
</table>

SCHEDULE 21 – DUTY MANAGER

<table>
<thead>
<tr>
<th></th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duty Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Ryde)</td>
<td>64,967</td>
<td>66,591</td>
</tr>
</tbody>
</table>

SCHEDULE 22 – EXAMINATION SUPERVISOR

22.1 Examination Supervisor Grade 1 – means a person engaged as such and whose duties include supervising examinations conducted by the TAFE Commission, and performing associated administrative duties.

22.2 Examination Supervisor Grade 2 – means a person engaged as such whose duties include those of an Examination Supervisor Grade 1 and who may be required to co-ordinate and direct Examination Supervisors Grade 1 in the performance of their duties.

22.3 Examination Supervisor Grade 3 – means a person engaged as such who is responsible to the Examination Controller for the overall administration of examinations and supervisors in a number of rooms at an Examination Centre. In addition, an Examination Supervisor Grade 3 may be required to perform any of the duties of an Examination Supervisor Grade 2.

22.4 Contract of Employment

22.4.1 Examination Supervisors shall be employed on a casual basis. The rates of pay provided in this Schedule are all inclusive rates in recognition of the casual nature of the employment.

22.4.2 Where an Examination Supervisor is directed to work before the scheduled commencing time for an examination or after the completion of an examination, remuneration shall be at the appropriate hourly rate prescribed in this Schedule.

22.4.3 Where all candidates have completed an examination before the nominated completion time, Examination Supervisors shall be paid for the number of hours allowed for students to complete the examination.

22.4.4 Where an Examination Supervisor has completed all duties associated with a particular examination and is released from duty, they shall be paid for the number of hours allowed for students to complete the examination.

22.5 Cancellation of Examination
22.5.1 This subclause applies when an Examination Supervisor is offered and accepts work prior to a scheduled examination, and the examination is subsequently cancelled.

22.5.2 Subject to subparagraph 22.5.3, if an Examination Supervisor reports for duty and has not received prior notification of at least 24 hours that their services are not required on that occasion, then the Examination Supervisor shall be paid for one and one half hours at their appropriate hourly rate.

22.5.3 If an Examination Supervisor is notified (either orally or in writing) at least 24 hours prior to the scheduled commencing time for an examination that their services are not required on that occasion, then subparagraph 22.5.2 shall not apply.

<table>
<thead>
<tr>
<th>Examination Supervisor</th>
<th>From 3.7.15 Per hour</th>
<th>From 1.7.16 Per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>26.71</td>
<td>27.38</td>
</tr>
<tr>
<td>Grade 2</td>
<td>28.60</td>
<td>29.32</td>
</tr>
<tr>
<td>Grade 3</td>
<td>33.03</td>
<td>33.86</td>
</tr>
</tbody>
</table>

**SCHEDULE 23 – FITTER OPERATOR**

<table>
<thead>
<tr>
<th>Fitter Operator</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>61,471</td>
<td>63,008</td>
</tr>
</tbody>
</table>

**SCHEDULE 24 – FOOD AND BEVERAGE CONTROLLER**

<table>
<thead>
<tr>
<th>Food and Beverage Controller</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>55,169</td>
<td>56,548</td>
</tr>
<tr>
<td>2nd year</td>
<td>56,691</td>
<td>58,108</td>
</tr>
</tbody>
</table>

**SCHEDULE 25 – FOOD SCHOOL ASSISTANT**

<table>
<thead>
<tr>
<th>Food School Assistant</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>45,123</td>
<td>46,251</td>
</tr>
<tr>
<td>4th year</td>
<td>45,516</td>
<td>46,654</td>
</tr>
<tr>
<td>7th year</td>
<td>45,901</td>
<td>47,049</td>
</tr>
</tbody>
</table>

25.1 The following additional allowances for shift work shall be paid to Food School Assistants in respect of work performed during the ordinary hours of any such shift depending on the commencing times of shifts:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early morning shift (any shift commencing before 6.30 a.m.)</td>
<td>10%</td>
</tr>
<tr>
<td>Afternoon shift (any shift finishing after 6.00 p.m. and at or before midnight)</td>
<td>15%</td>
</tr>
<tr>
<td>Night shift (any shift finishing after midnight and at or before 8.00 a.m.) (rotating with day or afternoon shift)</td>
<td>15%</td>
</tr>
<tr>
<td>Night shift, non-rotating</td>
<td>30%</td>
</tr>
</tbody>
</table>

25.2 For Food School Assistants working according to 38 hour 4 ½ day week provisions:
25.2.1 The ordinary working hours shall be worked as a twenty day four week cycle
Monday to Friday inclusive with nineteen working days of not more than 9 hours
or less than 4 hours to a maximum of 40 hours per week between the hours of
6.00 a.m. and 6.00 p.m. with 0.4 of one hour on each day worked accruing as an
entitlement to take a rostered day off.

25.2.2 Hours worked in excess of 9 hours on any one day or in excess of 40 in any
week will attract payment of overtime.

25.2.3 All leave will be accrued, taken and recorded by converting the daily entitlements
to an hourly basis on the understanding that each day is equivalent to 7.6 hours

25.2.4 Each day of paid leave taken (excluding extended leave, accident leave and
leave without pay) shall be regarded as a day worked for accrual provisions.

**SCHEDULE 26 – FOREMAN**

<table>
<thead>
<tr>
<th>Foreman</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per annum</td>
<td>Per annum</td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 2</td>
<td>69,896</td>
<td>71,438</td>
</tr>
<tr>
<td>Grade 3</td>
<td>72,365</td>
<td>74,174</td>
</tr>
<tr>
<td>Grade 5</td>
<td>78,971</td>
<td>80,945</td>
</tr>
<tr>
<td>Other than Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 1</td>
<td>64,967</td>
<td>66,591</td>
</tr>
<tr>
<td>Grade 2</td>
<td>67,586</td>
<td>69,276</td>
</tr>
<tr>
<td>Grade 3</td>
<td>70,282</td>
<td>72,039</td>
</tr>
<tr>
<td>Grade 4</td>
<td>76,071</td>
<td>77,973</td>
</tr>
<tr>
<td>Grade 5</td>
<td>78,971</td>
<td>80,945</td>
</tr>
<tr>
<td>Assistant Mechanical Foreman</td>
<td>67,586</td>
<td>69,276</td>
</tr>
</tbody>
</table>

**SCHEDULE 27 – GENERAL ASSISTANT/CARETAKER**

<table>
<thead>
<tr>
<th>General Assistant/Caretaker</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per annum</td>
<td>Per annum</td>
</tr>
<tr>
<td></td>
<td>48,711</td>
<td>49,929</td>
</tr>
</tbody>
</table>

**SCHEDULE 28 – GARDENING STAFF**

28.1 “Gardener Tradesperson” means an employee who has satisfactorily completed
indentures in the industry of horticulture and gardening and holds a Horticulture
Certificate of the TAFE Commission or a certificate of equal or higher status and is
engaged as a tradesman in horticulture, gardening, green keeping, floral decoration
and all phases of allied works, such as rockery building, paving, landscaping and the
like.

28.2 “Gardener Experienced” means an employee, not being a Gardener Tradesperson, as
defined, who is appointed to act as gardener in the absence of or unavailability of a
gardener tradesperson and who, by experience, is capable of performing gardening
work to a satisfactory level.

28.3 “Garden Labourer” means an employee who is appointed to assist a gardener or to
assist generally in gardening work and may be required to carry out under the
supervision of a gardener any of the work set out in the definition of “Gardener
28.4 “Garden Labourer 1st class” means a garden labourer who is capable of and required from time to time to drive and/or operate motorised tractor hauled or mechanical equipment used in gardening, tree lopping, paving, kerb making, rockery building and landscaping.

28.5 Officers required to perform work on a plant for which the holding of a plant operator’s Certificate of Competency from the Department of Industrial Relations and Technology is required shall be paid an additional allowance of $3.25 per week, provided that where an employee is required to operate such equipment for eight hours in any week, they shall be paid the full allowance for the week.

<table>
<thead>
<tr>
<th>Gardening Staff</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gardener Tradesperson</td>
<td>54,155</td>
<td>55,509</td>
</tr>
<tr>
<td>Gardener Experienced</td>
<td>50,864</td>
<td>52,136</td>
</tr>
<tr>
<td>Garden Labourer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>under 17 years</td>
<td>22,951</td>
<td>23,525</td>
</tr>
<tr>
<td>at 17 years</td>
<td>27,541</td>
<td>28,229</td>
</tr>
<tr>
<td>at 18 years</td>
<td>32,131</td>
<td>32,934</td>
</tr>
<tr>
<td>at 19 years</td>
<td>36,721</td>
<td>37,639</td>
</tr>
<tr>
<td>at 20 years</td>
<td>41,311</td>
<td>42,344</td>
</tr>
<tr>
<td>21 years and over</td>
<td>45,901</td>
<td>47,049</td>
</tr>
</tbody>
</table>

Note: Junior rates: under 17 years = 50% of adult salary, 17 years = 60%, 18 years = 70%, 19 years = 80%, 20 years = 90%.

Part-time rate = annual salary divided by 52.17857 divided by 38.

| Garden Labourer (1st class)             | 47,843                | 49,039                |
| Foreman                                 | 67,586                | 69,276                |

Leading Hand Allowance

| 1-5 Employees                           | 2,730                 | 2,798                 |
| 6-10 Employees                          | 3,473                 | 3,560                 |
| over 10 Employees                       | 4,543                 | 4,657                 |

SCHEDULE 29 – GUEST SERVICES AGENT

<table>
<thead>
<tr>
<th>Guest Services Agent (Ryde)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>52,675</td>
<td>53,992</td>
</tr>
<tr>
<td>2nd year</td>
<td>53,642</td>
<td>54,983</td>
</tr>
</tbody>
</table>

SCHEDULE 30 – HOSPITALITY OFFICER

30.1 An Hospitality Officer may be required by the Employer to perform some or all of the following duties:

30.1.1 Receive food / liquor orders from store and refill beverage refrigerators as required

30.1.2 Basic preparation of food, including frying, heating and toasting of prepared food, serving of food and drinks in college food outlets and classes in accordance with
HACCP

30.1.3 Delivery of class production and documentation to store/cafeteria

30.1.4 Maintenance of bar, dining room and kitchen pantry par stock levels as required

30.1.5 Ensures security of equipment and report any malfunction, loss or breakage in rostered area of duty including any areas requiring maintenance

30.1.6 Washing up of pots/pans crockery, cutlery, glassware (utensils/equipment and ensuring proper storage of these items)

30.1.7 Maintaining proper layout of furniture for functions/classes and set up as required

30.1.8 Provision of food/beverage service as directed

30.1.9 Monitor levels of goods/equipment and replenish as required

30.1.10 Cleaning of walls, floors and working surfaces/stores/ovens etc in kitchens, stores, bars, public areas, containers, and equipment, remove garbage and waste and turn off all appliances at the conclusion of classes

30.1.11 Operate cash register

30.1.12 Clearing / cleaning of tables in all food outlets

30.1.13 Cleaning and preparing hotel rooms for guests as required

30.1.14 Dispatch linen to/from laundry, or undertake laundry where this is not carried out by a contractor, and deliver linen for classes/functions as directed

30.1.15 Issue and maintain stock control of all uniforms and linen and repair and replenish linen stocks as required

30.1.16 Observing safe work practices at all times in accordance with College/Institute Environmental Management Plans

30.1.17 Assisting as required with College wide activities and during critical/peak periods and special events such as enrolments, prize/award functions, exhibitions, etc.

30.1.18 Applying the principals of Equal Opportunity (EEO), Work Health and Safety (WH&S) ethical practice, Ethnic Affairs Priorities Statements, NSW Government policies and procedures, and other legislative requirements in the conduct of duties of the position

30.1.19 Performing other duties appropriate to the classification as required.

<table>
<thead>
<tr>
<th>Hospitality Officer</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Northern Sydney Institute Colleges of: Ryde, Meadowbank, Crows Nest, Northern Beaches)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>47,843</td>
<td>49,039</td>
</tr>
<tr>
<td>2nd year</td>
<td>48,711</td>
<td>49,929</td>
</tr>
<tr>
<td>3rd year</td>
<td>49,106</td>
<td>50,334</td>
</tr>
<tr>
<td>Team leader allowance</td>
<td>From 3.7.15</td>
<td>From 1.7.16</td>
</tr>
</tbody>
</table>
1-5 Employees  
Per week: 37.44  
Per annum: 38.38  

6-10 Employees  
Per week: 42.37  
Per annum: 43.43  

Over 10 Employees  
Per week: 55.25  
Per annum: 56.63  

**SCHEDULE 31 – HOUSE OFFICER**

<table>
<thead>
<tr>
<th>House Officer</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>House Officer</td>
<td>Sydney</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st year</td>
<td>57,678</td>
</tr>
<tr>
<td></td>
<td>2nd year</td>
<td>59,302</td>
</tr>
<tr>
<td></td>
<td>3rd year</td>
<td>60,411</td>
</tr>
<tr>
<td></td>
<td>Newcastle</td>
<td>56,250</td>
</tr>
<tr>
<td></td>
<td>2nd year</td>
<td>56,691</td>
</tr>
<tr>
<td></td>
<td>3rd year</td>
<td>57,253</td>
</tr>
</tbody>
</table>

**SCHEDULE 32 – HOUSE SUPERVISOR**

<table>
<thead>
<tr>
<th>House Supervisor *</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Goulburn / Kurri Kurri)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>55,169</td>
<td></td>
</tr>
<tr>
<td>2nd year</td>
<td>56,250</td>
<td></td>
</tr>
<tr>
<td>On Call Allowance</td>
<td>4,491</td>
<td></td>
</tr>
</tbody>
</table>

Argyle College – part-time – shift loading of 15% for the hours worked between 7.00pm and 11.00 AM

**SCHEDULE 33 – LABORATORY ATTENDANT**

33.1 Progression to Grade 1 shall be subject to the Managing Director being satisfied that the officer, by virtue of his or her academic qualifications and/or experience, is performing work the value of which is so superior to that ordinarily performed by Laboratory Attendants as to warrant such progression.

<table>
<thead>
<tr>
<th>Laboratory Attendant</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laboratory Attendant (Junior)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>under 17 years</td>
<td>28,417</td>
<td></td>
</tr>
<tr>
<td>at 17 years</td>
<td>32,248</td>
<td></td>
</tr>
<tr>
<td>at 18 years</td>
<td>36,626</td>
<td></td>
</tr>
<tr>
<td>at 19 years</td>
<td>41,459</td>
<td></td>
</tr>
<tr>
<td>at 20 years</td>
<td>45,123</td>
<td></td>
</tr>
<tr>
<td>Laboratory Attendant (Adult)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>48,313</td>
<td></td>
</tr>
<tr>
<td>2nd year</td>
<td>49,106</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>49,920</td>
<td></td>
</tr>
<tr>
<td>Laboratory Attendant Grade 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>49,920</td>
<td></td>
</tr>
<tr>
<td>2nd year</td>
<td>51,269</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>52,185</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 34 – LABORATORY CRAFTSMAN

<table>
<thead>
<tr>
<th>Laboratory Craftsman</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>55,624</td>
<td>57,015</td>
</tr>
<tr>
<td>2nd year</td>
<td>56,250</td>
<td>57,656</td>
</tr>
<tr>
<td>3rd year</td>
<td>57,253</td>
<td>58,684</td>
</tr>
<tr>
<td>4th year</td>
<td>57,678</td>
<td>59,120</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>58,239</td>
<td>59,695</td>
</tr>
<tr>
<td>2nd year</td>
<td>58,687</td>
<td>60,154</td>
</tr>
<tr>
<td>3rd year</td>
<td>59,302</td>
<td>60,785</td>
</tr>
</tbody>
</table>

Senior Laboratory Craftsman 63,801 65,396

SCHEDULE 35 – LIBRARIAN

35.1 Librarian Grade 1 – A professional practitioner at this level:

35.1.1 Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.

35.1.2 Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.

35.1.3 Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.

35.1.4 Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.

35.1.5 The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

35.2 Librarian Grade 2 – An experienced professional practitioner and/or developing specialist at this level:

35.2.1 Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service.
35.2.2 Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.

35.2.3 Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.

35.2.4 Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.

35.2.5 The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

35.3 Librarian Grade 3 – A senior professional practitioner, manager and/or specialist at this level:

35.3.1 Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.

35.3.2 Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

35.3.3 Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.

35.3.4 Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.

35.3.5 The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

35.4 Librarian Grade 4 – A principal professional practitioner and/or senior manager and/or senior specialist at this level:

35.4.1 Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a
major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service.

35.4.2 Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.

35.4.3 Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.

35.4.4 Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.

35.4.5 The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

35.5 Librarian Grade 5 – A principal professional manager and/or principal specialist at this level:

35.5.1 Leads and directs a branch or program or library service of strategic significance to the organisation and/or provides authoritative advice of the highest order in an area of specialist expertise of significance to the organisation, industry or profession.

35.5.2 Requires extensive knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Requires extensive management expertise and detailed knowledge of service delivery and development issues, and/or standing as a recognised authority on systems, collections, services, or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.

35.5.3 Exercises critical or managerial judgment and initiative to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of, and implement program objectives and strategies, or new systems or approaches in the absence of precedent.

35.5.4 Work is primarily guided by organisational policies and administrative controls.

35.5.5 The outcome of work, including decisions is strategic, and contributes substantially to organisational performance, or to the body of professional or subject knowledge. Work has significant legal, policy or service delivery implications at the organisational, State or National level.
<table>
<thead>
<tr>
<th>Librarian</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1 ^, ^^</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>58,687</td>
<td>60,154</td>
</tr>
<tr>
<td>Year 2</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>Year 3</td>
<td>65,608</td>
<td>67,248</td>
</tr>
<tr>
<td>Year 4</td>
<td>69,696</td>
<td>71,438</td>
</tr>
<tr>
<td>Year 5</td>
<td>73,195</td>
<td>75,025</td>
</tr>
<tr>
<td>Year 6</td>
<td>76,675</td>
<td>78,592</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>79,891</td>
<td>81,888</td>
</tr>
<tr>
<td>Year 2</td>
<td>83,022</td>
<td>85,098</td>
</tr>
<tr>
<td>Year 3</td>
<td>87,147</td>
<td>89,326</td>
</tr>
<tr>
<td>Year 4</td>
<td>90,646</td>
<td>92,912</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>95,413</td>
<td>97,798</td>
</tr>
<tr>
<td>Year 2</td>
<td>98,361</td>
<td>100,820</td>
</tr>
<tr>
<td>Year 3</td>
<td>102,223</td>
<td>104,779</td>
</tr>
<tr>
<td>Year 4</td>
<td>106,307</td>
<td>108,965</td>
</tr>
<tr>
<td>Grade 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>109,491</td>
<td>112,228</td>
</tr>
<tr>
<td>Year 2</td>
<td>112,713</td>
<td>115,531</td>
</tr>
<tr>
<td>Year 3</td>
<td>116,042</td>
<td>118,943</td>
</tr>
<tr>
<td>Year 4</td>
<td>119,657</td>
<td>122,648</td>
</tr>
<tr>
<td>Grade 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>123,034</td>
<td>126,110</td>
</tr>
<tr>
<td>Year 2</td>
<td>127,158</td>
<td>130,337</td>
</tr>
<tr>
<td>Year 3</td>
<td>131,247</td>
<td>134,528</td>
</tr>
<tr>
<td>Year 4</td>
<td>135,700</td>
<td>139,093</td>
</tr>
</tbody>
</table>

^An Employee appointed as a Librarian Grade 1 who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in the Monetary Rates table of this Schedule.

^^An Employee appointed as a Librarian Grade 1 who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in Monetary Rates table of this Schedule.

35.6 Library shift arrangements – Existing Employees as at the commencement of this Agreement

35.6.1 TAFE Institutes that currently pay a 12.5% loading to library staff working the evening shift in accordance with PSB Determination 5050 of 1974 will continue this practice for existing employees who maintain continuity of employment for the duration of this Agreement.
35.6.2 TAFE Institutes that currently pay and roster library staff for a 7 hour shift but only require work to be performed for 6.5 hours of the shift in accordance with PSB Determination 5050 of 1974 will continue this practice for existing employees who maintain continuity of employment for the duration of this Agreement.

35.6.3 The arrangements set out in 36.2.1 and 36.2.2 of this Schedule will cease upon the expiry of this Agreement.

35.7 Library shift arrangements – New Employees

35.7.1 Regardless of Institute location and work practice, new library employees will not be rostered to work shifts in accordance with 35.6.2.

SCHEDULE 36 – LIBRARY ASSISTANT

36.1 Library Assistant – A practitioner at this level:

36.1.1 Performs routine activities to gain practical experience required for the operation of information systems and services to clients.

36.1.2 Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.

36.1.3 Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.

36.1.4 Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.

36.1.5 The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

<table>
<thead>
<tr>
<th>Library Assistant</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>45,901</td>
<td>47,049</td>
</tr>
<tr>
<td>Year 2</td>
<td>48,711</td>
<td>49,929</td>
</tr>
<tr>
<td>Year 3</td>
<td>51,766</td>
<td>53,060</td>
</tr>
<tr>
<td>Year 4</td>
<td>55,624</td>
<td>57,015</td>
</tr>
<tr>
<td>Year 5</td>
<td>57,678</td>
<td>59,120</td>
</tr>
</tbody>
</table>

36.2 Library shift arrangements – Existing Employees as at the commencement of this Agreement

36.2.1 TAFE Institutes that currently pay a 12.5% loading to library staff working the evening shift in accordance with PSB Determination 5050 of 1974 will continue this practice for existing employees who maintain continuity of employment for the duration of this Agreement.

36.2.2 TAFE Institutes that currently pay and roster library staff for a 7 hour shift but only require work to be performed for 6.5 hours of the shift in accordance with PSB Determination 5050 of 1974 will continue this practice for existing employees who maintain continuity of employment for the duration of this Agreement.
employees who maintain continuity of employment for the duration of this Agreement.

36.2.3 The arrangements set out in 36.2.1 and 36.2.2 of this Schedule will cease upon the expiry of this Agreement.

36.3 Library shift arrangements – New Employees

36.3.1 Regardless of Institute location and work practice, new library employees will not be rostered to work shifts in accordance with 36.2.2.

SCHEDULE 37 – LIBRARY TECHNICIAN

37.1 Grade 1 – A paraprofessional practitioner at this level:

37.1.1 Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.

37.1.2 Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.

37.1.3 Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

37.1.4 Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually, or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.

37.1.5 The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

37.2 Grade 2 – An experienced paraprofessional practitioner or specialist at this level:

37.2.1 Performs and co-ordinates activities required for the operation and maintenance of information services and systems at a comprehensive level. May manage discrete library and information management projects or coordinate the operations and systems of a unit or team.

37.2.2 Requires substantial knowledge and skill, as well as a high level of proficiency and expertise in library and information principles and theory necessary to undertake a wide range of tasks in library procedures and operations.

37.2.3 Exercises judgment in dealing with a range of complex or specialist tasks and problems, and in the application of principles and theory. Is able to adapt systems, standards or priorities, and deviate substantially from precedent.

37.2.4 Works under minimal direction of a senior professional or manager, and is reviewed occasionally or at key stages. Work may be undertaken individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team.

37.2.5 The outcome of work may have a long-term effect on clients, collections, co-workers or other agencies. Develops or applies work practices, procedures or
policies in their area of responsibility. Work may contribute to the body of knowledge in library and information services, or area of specialisation.

<table>
<thead>
<tr>
<th>Library Technician</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>58,687</td>
<td>60,154</td>
</tr>
<tr>
<td>Year 2</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>Year 3</td>
<td>65,608</td>
<td>67,248</td>
</tr>
<tr>
<td>Year 4</td>
<td>69,696</td>
<td>71,438</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>77,448</td>
<td>79,384</td>
</tr>
<tr>
<td>Year 2</td>
<td>79,891</td>
<td>81,888</td>
</tr>
<tr>
<td>Year 3</td>
<td>83,022</td>
<td>85,098</td>
</tr>
<tr>
<td>Year 4</td>
<td>87,147</td>
<td>89,326</td>
</tr>
</tbody>
</table>

37.3 Library shift arrangements – Existing Employees as at the commencement of this Agreement

37.3.1 TAFE Institutes that currently pay a 12.5% loading to library staff working the evening shift in accordance with PSB Determination 5050 of 1974 will continue this practice for existing employees who maintain continuity of employment for the duration of this Agreement.

37.3.2 TAFE Institutes that currently pay and roster library staff for a 7 hour shift but only require work to be performed for 6.5 hours of the shift in accordance with PSB Determination 5050 of will continue this practice for existing employees who maintain continuity of employment for the duration of this Agreement.

37.3.3 The arrangements set out in 37.3.1 and 37.3.2 of this Schedule will cease upon the expiry of this Agreement.

37.4 Library shift arrangements – New Employees

37.4.1 Regardless of Institute location and work practice, new library employees will not be rostered to work shifts in accordance with 37.3.2.

SCHEDULE 38 – OPERATIONS CONTROLLER

<table>
<thead>
<tr>
<th>Operations Controller</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Campbelltown, Port Macquarie, Orange)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>2nd year</td>
<td>63,801</td>
<td>65,396</td>
</tr>
</tbody>
</table>

SCHEDULE 39 – OPERATIONS MANAGER

<table>
<thead>
<tr>
<th>Operations Manager</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Brookvale, Dubbo, Loftus, Werrington, Port Macquarie, Coffs Harbour Education Campus,</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SCHEDULE 40 – OPERATIONS MANAGER - Food
School/Horticulture/Technical Support/Purchasing and Stores Controller

<table>
<thead>
<tr>
<th></th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Manager - Food School/Horticulture/Technical Support/Purchasing And Stores Controller (East Sydney)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>77,448</td>
<td>79,384</td>
</tr>
<tr>
<td>2nd year</td>
<td>79,891</td>
<td>81,888</td>
</tr>
<tr>
<td>3rd year</td>
<td>83,022</td>
<td>85,098</td>
</tr>
<tr>
<td>4th year</td>
<td>85,455</td>
<td>87,591</td>
</tr>
</tbody>
</table>

### SCHEDULE 41 - OPERATIONS MANAGER - Food
School/Horticulture/Technical Support/Purchasing and Stores Controller

<table>
<thead>
<tr>
<th></th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Manager - Food School/Horticulture/Technical Support/Purchasing and Stores Controller (Ryde, Hamilton, Wollongong)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryde</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>77,448</td>
<td>79,384</td>
</tr>
<tr>
<td>2nd year</td>
<td>79,891</td>
<td>81,888</td>
</tr>
<tr>
<td>3rd year</td>
<td>83,022</td>
<td>85,098</td>
</tr>
<tr>
<td>4th year</td>
<td>85,455</td>
<td>87,591</td>
</tr>
<tr>
<td>Hamilton/Wollongong</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>75,292</td>
<td>77,174</td>
</tr>
<tr>
<td>2nd year</td>
<td>77,448</td>
<td>79,384</td>
</tr>
<tr>
<td>3rd year</td>
<td>79,891</td>
<td>81,888</td>
</tr>
<tr>
<td>4th year</td>
<td>83,022</td>
<td>85,098</td>
</tr>
</tbody>
</table>

### SCHEDULE 42 – OPERATIONS SUPERVISOR - Food School

<table>
<thead>
<tr>
<th></th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Supervisor - Food School (Kingscliff, Wollongong)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>2nd year</td>
<td>63,801</td>
<td>65,396</td>
</tr>
</tbody>
</table>

### SCHEDULE 43 – PUBLICITY OFFICER

43.1 Salaries

The salaries of officers covered by this agreement shall be adjusted to the appropriate scale prescribed by this agreement on the basis of service in the position – for the
purpose of this sub-clause officers shall be deemed to have the years of service represented by the salary received under the appropriate scale in force immediately prior to the operative date of this agreement.

43.2 Increments

43.2.1 The payment of increments under the scale of salaries prescribed in this Agreement shall be subject to approval by the Managing Director’s delegate.

43.2.2 In cases where an increment is deferred the officer affected shall have the right of appeal to the Managing Director.

<table>
<thead>
<tr>
<th>Publicity Officer</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Publicity Officer</td>
<td>66,294</td>
<td>67,951</td>
</tr>
<tr>
<td>1st year</td>
<td>66,294</td>
<td>67,951</td>
</tr>
<tr>
<td>2nd year</td>
<td>68,223</td>
<td>69,929</td>
</tr>
<tr>
<td>Publicity Officer</td>
<td>73,195</td>
<td>75,025</td>
</tr>
<tr>
<td>1st year</td>
<td>73,195</td>
<td>75,025</td>
</tr>
<tr>
<td>2nd year</td>
<td>75,292</td>
<td>77,174</td>
</tr>
<tr>
<td>3rd year</td>
<td>76,675</td>
<td>78,592</td>
</tr>
<tr>
<td>Senior Publicity Officer</td>
<td>99,367</td>
<td>101,851</td>
</tr>
<tr>
<td>1st year</td>
<td>99,367</td>
<td>101,851</td>
</tr>
</tbody>
</table>

SCHEDULE 44 – SCIENTIFIC INSTRUMENT MAKER

<table>
<thead>
<tr>
<th>Scientific Instrument Maker</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>61,471</td>
<td>63,008</td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE 45 – SENIOR HOUSEKEEPER (Ryde)

<table>
<thead>
<tr>
<th>Senior Housekeeper (Ryde)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>64,967</td>
<td>66,591</td>
<td></td>
</tr>
<tr>
<td>69,025</td>
<td>70,751</td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE 46 – SENIOR OFFICERS

46.1 Pay movements within each grade will be incremental (12 months) subject to satisfactory conduct and service.

46.2 There is to be no broadbanding of grades.

<table>
<thead>
<tr>
<th>Senior Officer</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1 Year 1</td>
<td>150,161</td>
<td>153,915</td>
</tr>
<tr>
<td>Grade 1 Year 2</td>
<td>161,802</td>
<td>165,847</td>
</tr>
<tr>
<td>Grade 2 Year 1</td>
<td>164,540</td>
<td>168,654</td>
</tr>
<tr>
<td>Grade 2 Year 2</td>
<td>176,141</td>
<td>180,545</td>
</tr>
<tr>
<td>Grade 3 Year 1</td>
<td>182,035</td>
<td>186,586</td>
</tr>
<tr>
<td>Grade 3 Year 2</td>
<td>199,822</td>
<td>204,818</td>
</tr>
</tbody>
</table>
NB: From the commencement date of this agreement, TAFE NSW will not appoint any further permanent Senior Officers.

**SCHEDULE 47 – STEEL PRODUCTION ASSISTANT**

<table>
<thead>
<tr>
<th>Position</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel Production Assistant</td>
<td>48,711</td>
<td>49,929</td>
</tr>
</tbody>
</table>

**SCHEDULE 48 – STEEL PRODUCTION SUPERVISOR**

<table>
<thead>
<tr>
<th>Position</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel Production Supervisor</td>
<td>55,624</td>
<td>57,015</td>
</tr>
</tbody>
</table>

**SCHEDULE 49 – STORES ATTENDANT**

<table>
<thead>
<tr>
<th>Position</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stores Attendant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hairdressing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>46,771</td>
<td>47,940</td>
</tr>
<tr>
<td>2nd year</td>
<td>47,843</td>
<td>49,039</td>
</tr>
<tr>
<td>3rd Year</td>
<td>48,711</td>
<td>49,929</td>
</tr>
</tbody>
</table>

**SCHEDULE 50 – STORES OFFICER**

<table>
<thead>
<tr>
<th>Position</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1 *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>51,269</td>
<td>52,551</td>
</tr>
<tr>
<td>2nd year</td>
<td>52,185</td>
<td>53,490</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>52,675</td>
<td>53,992</td>
</tr>
<tr>
<td>2nd year</td>
<td>53,101</td>
<td>54,429</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>53,642</td>
<td>54,983</td>
</tr>
<tr>
<td>2nd year</td>
<td>54,155</td>
<td>55,509</td>
</tr>
<tr>
<td>Grade 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>55,169</td>
<td>56,548</td>
</tr>
<tr>
<td>2nd year</td>
<td>56,250</td>
<td>57,656</td>
</tr>
<tr>
<td>3rd year</td>
<td>56,250</td>
<td>57,656</td>
</tr>
</tbody>
</table>

*Shift allowance applies except where Daylight Equivalence is applied

50.1 For Stores Officers working according to 38 hour 4½ day week provisions:

50.1.1 The ordinary working hours shall be worked as a twenty day four week cycle Monday to Friday inclusive with nineteen working days of not more than 9 hours or less than 4 hours to a maximum of 40 hours per week between the hours of 6.00 a.m. and 6.00 p.m. with 0.4 of one hour on each day worked accruing as an entitlement to take a rostered day off.

50.1.2 Hours worked in excess of 9 hours on any one day or in excess of 40 in any week will attract payment of overtime.
50.1.3 All leave will be accrued, taken and recorded by converting the daily entitlements to an hourly basis on the understanding that each day is equivalent to 7.6 hours.

50.1.4 Each day of paid leave taken (excluding extended leave, accident leave and leave without pay) shall be regarded as a day worked for accrual provisions.

SCHEDULE 51 – STUDENT ASSOCIATION OFFICER

51.1 Salary Progression

51.1.1 Employees, except casual Employees, shall progress after each 12 months of service along the four salary steps of the incremental scale of each level subject to the officer demonstrating continuing satisfactory performance.

51.1.2 Progression between levels is by merit selection and in accordance with TAFE’s recruitment and staff selection policies.

51.1.3 The provisions of 51.1.2 shall not apply to any permanent or temporary Employees employed by TAFE under Agreement No. 2455 of 1983 before Determination No. 5 of 2001 took effect.

51.2 Leave in lieu

51.2.1 Employees, other than Casual Employees, covered by this Schedule may accrue leave in lieu up to a maximum of three weeks per annum in addition to their normal four weeks recreation leave subject to:

(a) the leave being accrued on an hour for hour basis, for all work approved by the Managing Director, performed outside normal working hours Monday to Friday and between the hours of 7.30 a.m. and 10.30 p.m. on weekends and public holidays;

(b) time in lieu arrangements are to be negotiated and approved by the Supervisor/Manager in advance;

(c) this additional leave may be taken in single, multiple or part days during the term vacations of the academic year in which the leave was accrued;

(d) where special circumstances exist, with prior approval from the Supervisor / Manager, this additional leave may be carried over to the following academic year.

<table>
<thead>
<tr>
<th>Student Association Officer</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Student Association Officer</td>
<td>58,687</td>
<td>60,154</td>
</tr>
<tr>
<td>Step 1</td>
<td>60,411</td>
<td>61,921</td>
</tr>
<tr>
<td>Step 2</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>Step 3</td>
<td>63,801</td>
<td>65,396</td>
</tr>
<tr>
<td>Student Association Officer Level 1</td>
<td>65,608</td>
<td>67,248</td>
</tr>
<tr>
<td>Step 1</td>
<td>67,586</td>
<td>69,276</td>
</tr>
<tr>
<td>Step 2</td>
<td>69,696</td>
<td>71,438</td>
</tr>
</tbody>
</table>
Step 4  
Student Association Officer Level 2  
<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4*</th>
</tr>
</thead>
<tbody>
<tr>
<td>77,448</td>
<td>79,891</td>
<td>83,022</td>
<td>85,455</td>
</tr>
</tbody>
</table>

*Direct appointment to the last incremental step on the new classification structure will occur by way of an allowance.

Allowance - Overnight duties on weekends and vacation trips (per night)  
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>98.65</td>
<td>101.12</td>
</tr>
</tbody>
</table>

Student Association Officers who work 11.00 am - 7.00 pm shift receive 10% shift allowance.

SCHEDULE 52 – TECHNICAL ASSISTANT (Art, Ceramics, T.V. Studio)

<table>
<thead>
<tr>
<th>Technical Assistant (Art, Ceramics, T.V. Studio)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>51,766</td>
<td>53,060</td>
</tr>
<tr>
<td>4th year</td>
<td>52,675</td>
<td>53,992</td>
</tr>
<tr>
<td>7th year</td>
<td>53,101</td>
<td>54,429</td>
</tr>
</tbody>
</table>

SCHEDULE 53 – TECHNICAL ASSISTANT (Design)

<table>
<thead>
<tr>
<th>Technical Assistant (Design)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>53,101</td>
<td>54,429</td>
</tr>
<tr>
<td>2nd year</td>
<td>54,155</td>
<td>55,509</td>
</tr>
<tr>
<td>3rd year</td>
<td>55,169</td>
<td>56,548</td>
</tr>
</tbody>
</table>

SCHEDULE 54 – TECHNICAL ASSISTANT (Refrigeration and Air Conditioning)

<table>
<thead>
<tr>
<th>Technical Assistant (Refrigeration and Air Conditioning)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>51,766</td>
<td>53,060</td>
</tr>
</tbody>
</table>

SCHEDULE 55 – TECHNICAL ASSISTANT (Rural Studies)

<table>
<thead>
<tr>
<th>Technical Assistant (Rural Studies)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>52,675</td>
<td>53,992</td>
</tr>
<tr>
<td>2nd year</td>
<td>53,642</td>
<td>54,983</td>
</tr>
<tr>
<td>3rd year</td>
<td>55,169</td>
<td>56,548</td>
</tr>
<tr>
<td>4th year</td>
<td>56,250</td>
<td>57,656</td>
</tr>
<tr>
<td>5th year</td>
<td>57,678</td>
<td>59,120</td>
</tr>
<tr>
<td>6th year</td>
<td>59,302</td>
<td>60,785</td>
</tr>
<tr>
<td>7th year</td>
<td>60,998</td>
<td>62,523</td>
</tr>
<tr>
<td>8th year</td>
<td>62,628</td>
<td>64,194</td>
</tr>
<tr>
<td>9th year</td>
<td>64,399</td>
<td>66,009</td>
</tr>
<tr>
<td>10th year</td>
<td>66,294</td>
<td>67,951</td>
</tr>
<tr>
<td>11th year</td>
<td>67,586</td>
<td>69,276</td>
</tr>
</tbody>
</table>

SCHEDULE 56 – TECHNICAL ASSISTANT
<table>
<thead>
<tr>
<th>Technical Assistant</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Engineering/Applied Electricity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>60,998</td>
<td>62,523</td>
</tr>
<tr>
<td>2nd year</td>
<td>62,097</td>
<td>63,649</td>
</tr>
<tr>
<td>3rd year</td>
<td>63,175</td>
<td>64,754</td>
</tr>
<tr>
<td>Mechanical Engineering/Civil Engineering/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>58,887</td>
<td>60,154</td>
</tr>
<tr>
<td>2nd year</td>
<td>59,302</td>
<td>60,785</td>
</tr>
<tr>
<td>Vehicle Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>58,887</td>
<td>60,154</td>
</tr>
<tr>
<td>2nd year</td>
<td>59,302</td>
<td>60,785</td>
</tr>
</tbody>
</table>

**SCHEDULE 57 – TECHNICAL OFFICER (ENGINEERING)**

57.1 Technical Officer, Grade 1

57.1.1 Appropriate trades certificate with at least six years’ experience as a tradesperson and with demonstrated capacity for the type of work involved, or

57.1.2 Other qualifications and/or experience deemed by the Managing Director to be equivalent.

57.2 Technical Officer, Grade 2

57.2.1 Appropriate experience, either whilst as a tradesperson or in some other relevant capacity, plus one of the following:

(a) Appropriate Engineering Certificate, or

(b) Building Foreman and Clerk of Works Certificate, or

(c) Architectural Draftsman Certificate, or

57.2.2 Other qualifications and experience deemed by the Managing Director to be equivalent, or

57.2.3 In respect of Technical Officers appointed prior to the 11 January 1978, other qualifications and/or experience deemed by the Managing Director to be equivalent.

57.2.4 Appointment to this Grade shall be subject to the Managing Director being satisfied that the officer is capable of performing individual work requiring the exercise of independent judgment in accordance with well established principles.

57.3 Technical Officer, Grade 3 – the criteria for personal appointment to Technical Officer, Grade 3, shall be subject to the officer:

57.3.1 Being appointed as a Technical Officer prior to 11th January, 1978 and not being qualified, in accordance with the Conditions for Appointment for Promotion for Technical Officers (Engineering) as set out below for promotion to Senior Technical Officer, Grade 1;

57.3.2 Having completed a minimum of three years’ service at the maximum salary for a Technical Officer, Grade 2;
57.3.3 Having performed a higher calibre of work at least equivalent to that performed at the level of Senior Technical Officer, Grade 1, throughout the period of at least three years at the maximum salary of Technical Officer, Grade 2;

57.3.3 Being approved by the Managing Director for progression to Technical Officer, Grade 3, at the request of the Department.

<table>
<thead>
<tr>
<th>Technical Officer (Engineering)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Officer Grade 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>59,795</td>
<td>61,290</td>
</tr>
<tr>
<td>2nd year</td>
<td>61,471</td>
<td>63,008</td>
</tr>
<tr>
<td>3rd year</td>
<td>63,175</td>
<td>64,754</td>
</tr>
<tr>
<td>4th year</td>
<td>64,399</td>
<td>66,009</td>
</tr>
<tr>
<td>5th year</td>
<td>66,294</td>
<td>67,951</td>
</tr>
<tr>
<td>Technical Officer Grade 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>69,696</td>
<td>71,438</td>
</tr>
<tr>
<td>2nd year</td>
<td>71,112</td>
<td>72,890</td>
</tr>
<tr>
<td>3rd year</td>
<td>72,365</td>
<td>74,174</td>
</tr>
<tr>
<td>4th year</td>
<td>73,918</td>
<td>75,766</td>
</tr>
<tr>
<td>Technical Officer Grade 3</td>
<td>78,971</td>
<td>80,945</td>
</tr>
</tbody>
</table>

SCHEDULE 58 – SENIOR TECHNICAL OFFICER (ENGINEERING)

58.1 Senior Technical Officers (Engineering), Grade 1 and 2

The qualifications and experience required for appointment as Senior Technical Officer, Grade 1, or as Senior Technical Officer, Grade 2, are as follows:

58.1.1 Extensive relevant experience, either whilst as a tradesperson or in some other relevant capacity and in addition, one of the following:

(a) Appropriate Engineering Certificate, or
(b) Building Foreman and Clerk of Works Certificate, or
(c) Architectural Draftsman Certificate, or
(d) Other qualifications deemed by the Managing Director to be equivalent

58.1.2 Appointment to these positions shall be subject to the Managing Director being satisfied:

(a) That the officer is capable of performing high grade individual work requiring independent judgement and responsibility along special technical lines, and
(b) That the nature of the scope of the work justify such appointment

58.2 Senior Technical Officer, Grade 3

58.2.1 A Grading Committee has been constituted to consider recommendations from Departments and/or representations from the relevant Unions for the progression
58.2.2 The criteria for personal appointment as Senior Technical Officer, Grade 3, shall be:

(a) Completion of not less than three (3) years’ service on the maximum salary prescribed for Senior Technical Officer, Grade 2,

(b) The officer having:

(i) demonstrated outstanding ability and possession of extensive experience, and

(ii) demonstrated in practice, normally over a considerable period, a capacity to satisfactorily carry out virtually completed the duties normally undertaken by an Engineer or Architect, Grade 3, in a particular position or work of an equivalent importance or value, and

(iii) been directed to act in such a position or carry out such work.

(c) The approval of the Managing Director.

<table>
<thead>
<tr>
<th>Senior Technical Officer Grade 1</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>77,448</td>
<td>79,384</td>
</tr>
<tr>
<td>2nd year</td>
<td>78,971</td>
<td>80,945</td>
</tr>
<tr>
<td>3rd year</td>
<td>81,404</td>
<td>83,439</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Senior Technical Officer Grade 2</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>83,832</td>
<td>85,928</td>
</tr>
<tr>
<td>2nd year</td>
<td>86,220</td>
<td>88,376</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Senior Technical Officer Grade 3</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>89,781</td>
<td>92,026</td>
</tr>
</tbody>
</table>

SCHEDULE 59 – TRAINEE TECHNICAL OFFICERS (SCIENTIFIC)

59.1 A person who is appointed to a position Trainee Technical Officer (Scientific) shall have successfully completed:

59.1.1 In one year’s full time study the first two stages of the Biological Technician’s Course, the Chemistry Certificate Course or the Pathology Technician’s Course or other appropriate qualifications deemed by the Managing Director to be equivalent thereto shall commence at the 2nd year of service rate.

59.1.2

(a) one stage of any of the courses referred to in 59.1.1 together with at least one year’s full time appropriate work experience in a laboratory shall commence at the 2nd year of service rate.

(b) two stages of any of the courses referred to in 59.1.1 together with at least two year’s full time work experience in a laboratory shall commence at the 3rd year of service rate.

(c) three stages of any of the courses referred to in 59.1.1 together with at least three year’s full time appropriate work experience in a laboratory shall commence at the 4th year of service rate.
59.1.3 The NSW Higher School Certificate or its equivalent shall, with the exception of 59.1.2(c), commence on the year of service rate next above that specified in 59.1.1, 59.1.2(a) 59.1.2(b). Provided that a person who is the holder of the Higher School Certificate only shall commence at the 2nd year of service rate.

59.2 A Trainee Technical Officer (Scientific) who satisfies the requirements for appointment as a Technical Officer (Scientific) shall, subject to satisfactory service, be classified as a Technical Officer (Scientific) and his/her salary shall be adjusted to the next step of the scale for Technical Officer (Scientific) immediately above the rate received as a Trainee Technical Officer (Scientific) and shall be deemed to have the years of service indicated by the salary received on such appointment.

59.3 Such classification as Technical Officer (Scientific) shall be on and from the first day of the month succeeding the date on which the final paper of the particular examination at which the officer qualified for classification as a Technical Officer (Scientific) was held.

<table>
<thead>
<tr>
<th>Trainee Technical Officer (Scientific)</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>30,220</td>
<td>30,976</td>
</tr>
<tr>
<td>2nd year</td>
<td>34,277</td>
<td>35,134</td>
</tr>
<tr>
<td>3rd year</td>
<td>38,839</td>
<td>39,810</td>
</tr>
<tr>
<td>4th year</td>
<td>42,247</td>
<td>43,303</td>
</tr>
</tbody>
</table>

SCHEDULE 60 – TECHNICAL OFFICER (SCIENTIFIC)

60.1 The qualification for appointment as a Technical Officer (Scientific) shall be:

60.1.1 Completion of the Biological Technicians Certificate Course, the Chemistry Certificate Course or the Pathology Technicians Certificate Course of TAFE or such other qualifications deemed by the Managing Director to be appropriate and equivalent thereto.

60.1.2 Progression to Grade 2 shall be subject to the Managing Director being satisfied that the officer, by virtue of his/her academic qualifications and/or experience, is performing work the value of which is so superior to that ordinarily performed by a Technical Officer (Scientific) Grade 1 as to warrant such progression.

60.1.3 An officer who in addition to holding a qualification referred to in 60.1.1 above, satisfactorily completes a Higher Certificate Course of TAFE in a relevant vocation or the Associate Diploma in Laboratory Technology of the Riverina College of Advanced Education with course in the relevant vocation or who possesses appropriate qualifications deemed by the Managing Director to be equivalent thereto shall, on and from the first day of the month succeeding the date on which the final paper of the particular examination was held, be eligible to progress to the 5th year of Grade 1 and shall, after 12 months satisfactory service on the year of the scale specified in column (1) hereunder be eligible to progress to the corresponding year of a scale indicated in column (2) hereunder:

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>5th year – Grade 1</td>
<td>6th year – Grade 1</td>
</tr>
<tr>
<td>6th year – Grade 1</td>
<td>8th year – Grade 1</td>
</tr>
<tr>
<td>8th year – Grade 1</td>
<td>1st year – Grade 2</td>
</tr>
</tbody>
</table>
SCHEDULE 61 – SENIOR TECHNICAL OFFICER (SCIENTIFIC)

61.1 Promotion from Technical Officer (Scientific) to Senior Technical Officer (Scientific) Grade 1 shall be subject to:

61.1.1 An officer having satisfied the academic requirements specified in clause 60.1.1.

61.1.2 The officer having completed at least 5 years post-Certificate experience in the appropriate discipline, and

61.1.3 (a) the officer having demonstrated to the satisfaction of the Managing Director that he/she is capable of performing high grade individual work requiring a demonstrated capacity for independent judgement; or

(b) the officer having demonstrated a capacity for leadership and supervision of Technical Officers (Scientific), Trainee Technical Officers (Scientific) and Laboratory Attendants in laboratories or equivalent work in field occupations; and

61.1.4 The Managing Director being satisfied that the nature and scope of the work justifies such promotion; and

61.1.5 The occurrence of the vacancy.

61.1.6 Promotion from Senior Technical Officer (Scientific) Grade 1 to Senior Technical Officer (Scientific) Grade 2 shall be subject to the officer having satisfied the requirements specified in subclause (a) and (b); and

(a) the officer having completed at least 10 years post-Certificate experience in the appropriate discipline; and

(b) (i) the officer having demonstrated that he is responsible for the work of other Senior Technical Officers (Scientific) and the training of subordinate technical staff; or

(ii) the duties performed and responsibilities accepted warrant such promotion; and

(c) the occurrence of a vacancy.

61.1.7 Progression beyond the rate prescribed for the 3rd year of service for Senior Technical Officer (Scientific) Grade 2 shall be subject to the occupant producing evidence of additional study, experience or personal aptitude considered by the Managing Director to warrant such progression.

<table>
<thead>
<tr>
<th>Senior Technical Officer (Scientific) Grade 1</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>82,135</td>
<td>84,188</td>
</tr>
<tr>
<td>2nd year</td>
<td>83,832</td>
<td>85,928</td>
</tr>
<tr>
<td>3rd year</td>
<td>84,570</td>
<td>86,684</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Senior Technical Officer (Scientific) Grade 2</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>84,570</td>
<td>86,684</td>
</tr>
<tr>
<td>2nd year</td>
<td>87,147</td>
<td>89,326</td>
</tr>
<tr>
<td>3rd year</td>
<td>88,900</td>
<td>91,123</td>
</tr>
<tr>
<td>4th year</td>
<td>91,485</td>
<td>93,772</td>
</tr>
<tr>
<td>5th year</td>
<td>94,423</td>
<td>96,784</td>
</tr>
</tbody>
</table>

SCHEDULE 62 – SALARY RELATED ALLOWANCES

62.1 The allowances under this schedule are adjusted in line with salary increases.

<table>
<thead>
<tr>
<th>Salary related allowances</th>
<th>From 3.7.15 Per annum</th>
<th>From 1.7.16 Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Language Allowance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Level (per annum)</td>
<td>1,312</td>
<td>1,345</td>
</tr>
<tr>
<td>Higher Level (per annum)</td>
<td>1,972</td>
<td>2,021</td>
</tr>
<tr>
<td>First Aid Allowance (per annum)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holders of basic qualifications</td>
<td>845</td>
<td>866</td>
</tr>
<tr>
<td>Holders of current occupational first aid certificate</td>
<td>1,269</td>
<td>1,301</td>
</tr>
<tr>
<td>On-Call Allowance (cents per hour)</td>
<td>92 cents per hour</td>
<td>94 cents per hour</td>
</tr>
</tbody>
</table>

SCHEDULE 63 – EXPENSE RELATED ALLOWANCES

<table>
<thead>
<tr>
<th>Item No</th>
<th>Clause No</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>92.1.1</td>
<td>Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2) Breakfast</td>
<td>25.90</td>
</tr>
<tr>
<td></td>
<td>92.1.2</td>
<td>Dinner</td>
<td>49.65</td>
</tr>
<tr>
<td></td>
<td>92.1.3</td>
<td>Lunch</td>
<td>29.15</td>
</tr>
<tr>
<td></td>
<td>92.1.1</td>
<td>Tier 2 and other country centres (see list in item 2) Breakfast</td>
<td>23.20</td>
</tr>
<tr>
<td></td>
<td>92.1.2</td>
<td>Dinner</td>
<td>45.70</td>
</tr>
<tr>
<td></td>
<td>92.1.3</td>
<td>Lunch</td>
<td>26.50</td>
</tr>
<tr>
<td>2</td>
<td>91.8.2</td>
<td>Travelling allowances Capital cities</td>
<td>Per day</td>
</tr>
<tr>
<td>City</td>
<td>Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adelaide</td>
<td>280.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brisbane</td>
<td>328.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canberra</td>
<td>291.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darwin</td>
<td>339.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hobart</td>
<td>255.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Melbourne</td>
<td>296.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perth</td>
<td>356.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sydney</td>
<td>308.45</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

91.8.2 High cost country centres

<table>
<thead>
<tr>
<th>City</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany (WA)</td>
<td>302.45</td>
</tr>
<tr>
<td>Alice Springs (NT)</td>
<td>273.45</td>
</tr>
<tr>
<td>Broome (WA)</td>
<td>383.45</td>
</tr>
<tr>
<td>Bunbury (WA)</td>
<td>278.45</td>
</tr>
<tr>
<td>Burnie (TAS)</td>
<td>283.45</td>
</tr>
<tr>
<td>Cairns (QLD)</td>
<td>263.45</td>
</tr>
<tr>
<td>Carnarvon (WA)</td>
<td>274.45</td>
</tr>
<tr>
<td>Castlemaine (VIC)</td>
<td>263.45</td>
</tr>
<tr>
<td>Christmas Island (WA)</td>
<td>303.45</td>
</tr>
<tr>
<td>Cocos (Keeling) Islands</td>
<td>408.45</td>
</tr>
<tr>
<td>Dalby (QLD)</td>
<td>267.45</td>
</tr>
<tr>
<td>Dampier (WA)</td>
<td>298.45</td>
</tr>
<tr>
<td>Derby (WA)</td>
<td>313.45</td>
</tr>
<tr>
<td>Devonport (TAS)</td>
<td>263.45</td>
</tr>
<tr>
<td>Emerald (QLD)</td>
<td>279.45</td>
</tr>
<tr>
<td>Exmouth (WA)</td>
<td>378.45</td>
</tr>
<tr>
<td>Geraldton (WA)</td>
<td>298.45</td>
</tr>
<tr>
<td>Gladstone (QLD)</td>
<td>310.45</td>
</tr>
<tr>
<td>Gold Coast (QLD)</td>
<td>272.45</td>
</tr>
<tr>
<td>Halls Creek (WA)</td>
<td>322.45</td>
</tr>
<tr>
<td>Hervey Bay (QLD)</td>
<td>280.45</td>
</tr>
<tr>
<td>Horn Island (QLD)</td>
<td>323.45</td>
</tr>
<tr>
<td>Jabiru (NT)</td>
<td>315.45</td>
</tr>
<tr>
<td>Kalgoorlie (WA)</td>
<td>282.45</td>
</tr>
<tr>
<td>Karratha (WA)</td>
<td>470.45</td>
</tr>
<tr>
<td>Katherine (NT)</td>
<td>257.45</td>
</tr>
<tr>
<td>Kingaroy</td>
<td>257.45</td>
</tr>
<tr>
<td>Kununurra (WA)</td>
<td>325.45</td>
</tr>
<tr>
<td>Mackay (QLD)</td>
<td>284.45</td>
</tr>
<tr>
<td>Mount Isa (QLD)</td>
<td>283.45</td>
</tr>
<tr>
<td>Mudgee (NSW)</td>
<td>258.45</td>
</tr>
<tr>
<td>Newcastle (NSW)</td>
<td>278.45</td>
</tr>
<tr>
<td>Newman (WA)</td>
<td>318.45</td>
</tr>
<tr>
<td>Norfolk Island</td>
<td>452.45</td>
</tr>
<tr>
<td>Port Hedland (WA)</td>
<td>418.45</td>
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<tr>
<td>Port Pirie (SA)</td>
<td>263.45</td>
</tr>
<tr>
<td>Thursday Island (QLD)</td>
<td>323.45</td>
</tr>
<tr>
<td>Wagga Wagga (NSW)</td>
<td>264.45</td>
</tr>
<tr>
<td>Weipa (QLD)</td>
<td>261.45</td>
</tr>
<tr>
<td>Wilpena-Pound (SA)</td>
<td>290.45</td>
</tr>
<tr>
<td>Wollongong (NSW)</td>
<td>259.45</td>
</tr>
<tr>
<td>Wonthaggi (VIC)</td>
<td>261.45</td>
</tr>
<tr>
<td>Whyalla (SA)</td>
<td>279.45</td>
</tr>
</tbody>
</table>

91.8.2 Tier 2 country centres

<table>
<thead>
<tr>
<th>City</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ararat (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Location</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Armidale (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Bairnsdale (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Ballarat (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Bathurst (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Bendigo (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Bordertown (SA)</td>
<td>282.80</td>
</tr>
<tr>
<td>Broken Hill (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Bundaberg (QLD)</td>
<td>282.80</td>
</tr>
<tr>
<td>Ceduna (SA)</td>
<td>282.80</td>
</tr>
<tr>
<td>Coffs Harbour (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Cooma (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Dubbo (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Echuca (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Esperance (WA)</td>
<td>282.80</td>
</tr>
<tr>
<td>Geelong (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Gosford (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Goulburn (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Hamilton (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Horsham (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Innisfail (QLD)</td>
<td>282.80</td>
</tr>
<tr>
<td>Kadina (SA)</td>
<td>282.80</td>
</tr>
<tr>
<td>Launceston (TAS)</td>
<td>282.80</td>
</tr>
<tr>
<td>Maitland (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Mildura (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Mount Gambier (SA)</td>
<td>282.80</td>
</tr>
<tr>
<td>Muswellbrook (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Naracoorte (SA)</td>
<td>282.80</td>
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<tr>
<td>Orange (NSW)</td>
<td>282.80</td>
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<tr>
<td>Port Augusta (SA)</td>
<td>282.80</td>
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<td>Portland (VIC)</td>
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<tr>
<td>Port Lincoln (SA)</td>
<td>282.80</td>
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<td>Port Macquarie (NSW)</td>
<td>282.80</td>
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<tr>
<td>Queanbeyan (NSW)</td>
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<tr>
<td>Renmark (SA)</td>
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<tr>
<td>Rockhampton (QLD)</td>
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<tr>
<td>Roma (QLD)</td>
<td>282.80</td>
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<tr>
<td>Seymour (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Swan Hill (VIC)</td>
<td>282.80</td>
</tr>
<tr>
<td>Tamworth (NSW)</td>
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<tr>
<td>Tennant Creek (NT)</td>
<td>282.80</td>
</tr>
<tr>
<td>Toowoomba (QLD)</td>
<td>282.80</td>
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<tr>
<td>Townsville (QLD)</td>
<td>282.80</td>
</tr>
<tr>
<td>Tumut (NSW)</td>
<td>282.80</td>
</tr>
<tr>
<td>Warnambool (VIC)</td>
<td>282.80</td>
</tr>
</tbody>
</table>

91.8.2 Other country centres
Incidental expenses when claiming actual expenses - all locations

91.11 Daily allowance payable after 35 days and up to 6 months in the same location - all locations
Per night

91.8.1 Incidental expenses

4
97.2.1 Camping allowance
Established camp
Non established camp
Additional allowance for staff who camp in
<table>
<thead>
<tr>
<th>97.2.2</th>
<th>excess of 40 nights per year</th>
<th>9.80</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Camping equipment allowance</td>
<td>Per night</td>
</tr>
<tr>
<td>98.2</td>
<td>30.85</td>
<td></td>
</tr>
<tr>
<td>98.3</td>
<td>Bedding and sleeping bag</td>
<td>5.20</td>
</tr>
<tr>
<td>6</td>
<td>Use of private motor vehicle</td>
<td>Cents per kilometre</td>
</tr>
<tr>
<td>99.3</td>
<td>Official business</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engine capacity</td>
<td></td>
</tr>
<tr>
<td>99.3</td>
<td>2601cc and over</td>
<td>77.0</td>
</tr>
<tr>
<td></td>
<td>1601cc-2600cc</td>
<td>76.0</td>
</tr>
<tr>
<td>99.3</td>
<td>1600cc or less</td>
<td>75.0</td>
</tr>
<tr>
<td>99.3</td>
<td>Casual rate (40% of official business rate)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engine capacity</td>
<td></td>
</tr>
<tr>
<td>99.3</td>
<td>2601cc and over</td>
<td>30.8</td>
</tr>
<tr>
<td></td>
<td>1601cc-2600cc</td>
<td>30.4</td>
</tr>
<tr>
<td>99.3</td>
<td>1600cc or less</td>
<td>26.0</td>
</tr>
<tr>
<td>99.3</td>
<td>Motor cycle allowance (50% of the 1600cc or less official business rate)</td>
<td>32.50</td>
</tr>
<tr>
<td>99.6</td>
<td>Towing trailer or horse float (13% of the 2601cc and over official business rate)</td>
<td>10.01</td>
</tr>
<tr>
<td>7</td>
<td>Remote areas allowance</td>
<td>Per annum</td>
</tr>
<tr>
<td>101.2.1</td>
<td>With dependants</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Grade A</td>
<td>1,970 pa</td>
</tr>
<tr>
<td>101.2.2</td>
<td>Grade B</td>
<td>2,613 pa</td>
</tr>
<tr>
<td>101.2.3</td>
<td>Grade C</td>
<td>3,490 pa</td>
</tr>
<tr>
<td>101.2.1</td>
<td>Without dependants</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Grade A</td>
<td>1,375 pa</td>
</tr>
<tr>
<td>101.2.2</td>
<td>Grade B</td>
<td>1,832 pa</td>
</tr>
<tr>
<td>101.2.3</td>
<td>Grade C</td>
<td>2,444 pa</td>
</tr>
<tr>
<td>8</td>
<td>Assistance to staff members stationed in a remote area when travelling on recreation leave by private motor vehicle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appropriate casual rate up to a maximum of 2,850 km less $48.55</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actual reasonable expenses in excess of $48.55 and up to $325.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actual rail fare less $48.55</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Exchanges</td>
<td>Actual cost</td>
</tr>
<tr>
<td>10</td>
<td>Laundry allowance</td>
<td>4.70 per week</td>
</tr>
<tr>
<td>11</td>
<td>Overtime meal allowances</td>
<td></td>
</tr>
</tbody>
</table>
### SCHEDULE 64 – DAYLIGHT EQUIVALENT HOURS - LABORATORY STAFF

**64.1 Definitions**

For the purposes of this schedule, the following definitions shall apply:

- **Officer** means and includes all persons permanently or temporarily employed by the Employer and who, on the date of the commencement of this Agreement, were working a Daylight Equivalent rostered program in direct class servicing in Colleges of the TAFE Commission in the following classifications:
  - (a) Technical Officer (Engineering)
  - (b) Senior Technical Officer (Engineering)
  - (c) Laboratory Attendant (General Scale and Grade 1)
  - (d) Trainee Technical Officer (Scientific)
  - (e) Technical Officer (Scientific)
  - (f) Senior Technical Officer (Scientific)

- **Actual time** means the number of hours or part thereof actually worked.
- **Daylight Equivalent** means the value given to all actual time, not being overtime, worked after 6.00 p.m.
- **Ordinary Hours** means an aggregate of actual, not being overtime, and daylight equivalent hours.
- **Evening Work** means that part of a rostered program which finishes after 5.00 p.m.

**64.2 Hours**

- The ordinary hours of work, exclusive of meal breaks for all Officers shall be thirty-five (35) per week, to be worked on not more than five, nor less than four days, Monday to Friday inclusive.
- An Officer shall work in accordance with a rostered program. Such a rostered program may also include overtime as part of the rostered work for any day.
- An Officer shall not be rostered to work less than three and one-half (3 ½) actual hours, nor more than twelve (12) ordinary hours on any one day, subject to subparagraphs 64.8.1 and 64.8.6 of subclause 64.8 Overtime of this Schedule.
- The commencing time of an Officer shall be dependent on the class needs of the individual College but shall not be earlier than 7.30 a.m., nor later than 1.00 p.m., except where agreement has been reached between the College management and the Officer concerned.
- An Officer shall not be required to work broken shifts.

**64.3 Daylight Equivalent**

<table>
<thead>
<tr>
<th>Meal</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>28.80</td>
</tr>
<tr>
<td>Lunch</td>
<td>28.80</td>
</tr>
<tr>
<td>Dinner</td>
<td>28.80</td>
</tr>
<tr>
<td>Supper</td>
<td>10.70</td>
</tr>
</tbody>
</table>
64.3.1 All actual time, not including overtime, worked after 6.00 p.m. shall be converted into daylight equivalent hours by multiplying the actual time worked by 1.5. The resultant product is to be counted towards the ordinary hours of work.

64.4 Meal Breaks

64.4.1 An Officer shall be allowed a meal break(s) of not less than one-half hour and not more than one hour, in accordance with the following provisions:
   (a) Meal breaks shall not be counted as time worked.
   (b) An Officer shall not be entitled to a meal break unless it is both preceded and followed by a period of duty. Such duty may include overtime.
   (c) An Officer shall not have more than one meal break in a shift of seven actual hours or less.
   (d) Where an Officer is rostered to commence duty prior to 12 noon and such duty will extend to evening work, meal breaks shall be taken between 12 noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m.
   (e) An Officer shall not be compelled to work more than five (5) actual hours without a meal break.

64.5 Meal allowances

64.5.1 An Officer shall be paid the appropriate rate of allowance as specified in item 1 of Schedule 63 - Expense Related Allowances for meals taken in meal breaks:
   (a) In excess of five per week occurring in rostered time;
   (b) During overtime worked on weekends and Public Holidays; and
   (c) During work on a rostered day off.

64.6 Change of Roster

64.6.1 Where an Officer is not given twenty-four (24) hours' notice of a change of roster the first shift worked in the changed roster shall be paid for at the rate of time and one-half (1 ½) for the first two hours and double time thereafter. Only actual time worked, with a maximum of seven (7) hours in such shift, shall be counted in determining the ordinary hours for the week.

64.6.2 Only in emergency situations shall Colleges advise Officers on weekends or Public Holidays of a change of roster.

64.7 Rostered Day Off during Vacations

64.7.1 Where an Officer so desires, and providing that 35 actual hours for the week are worked, excluding overtime, a maximum of one rostered day off per week shall be granted during the College vacation periods.

64.8 Overtime
64.8.1 An Officer may be required to work overtime as part of a rostered program.

64.8.2 Subject to subparagraph 64.8.6 of this clause, all time worked in excess of 35 ordinary hours on the day on which the 35 ordinary hours are reached, shall be paid for at the rate of time and one half.

64.8.3 Where an Officer is required to work on his/her rostered day off, payment shall be made at the rate of time and one-half for the first two hours and double time thereafter.

64.8.4 Where the weekly program is spread over 5 days with 35 ordinary hours being reached on the fifth day, only Saturday and Sunday are to be regarded as rostered days off for the purpose of overtime payments.

64.8.5 Where an Officer is required to work on weekends and Public Holidays, the provisions of clause 115. Overtime Worked by Day Workers of Part A shall apply.

64.8.6 All time worked in excess of 12 ordinary hours per day shall be paid for at the rate of double time and shall not be counted for the determination of ordinary hours for the week specified in subclause 64.1 Definitions.

64.9 Study time

64.9.1 An Officer's approved study time shall be included in the rostered program provided that under no circumstances shall study time be paid at overtime rates, nor shall the actual period of study time be converted to daylight equivalent hours.

64.10 Rostered day off on a public holiday

64.10.1 Where a public holiday falls on a week-day and such day is also an Officer's rostered day off, the Officer shall have one day added to his/her recreation leave.

64.11 Number of Rostered Evenings per week

64.11.1 Subject to subparagraph 64.11.2 of this clause to meet the needs of a particular College, an Officer may be rostered to work on more than two evenings per week.

64.11.2 Where an Officer objects to being rostered to work more than two evenings per week and the matter cannot be resolved between the Officer and College Management, the dispute shall be resolved in accordance with Clause 6, Dispute Resolution Procedures of Section 1 of this Agreement.
Part B – Security and General Services Officers

126. Application

126.1 This part applies to the following Employee classifications:

126.1.1 Security Officer (Grade 1 – 3)

126.1.2 General Services Officer (Grade 2)

126.2 The wages and allowances payable to Employees employed in the classifications listed at 126.1 are set out in Schedules 65 to 67 of this Part.

126.3 This Part applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to Casual Employees:

<table>
<thead>
<tr>
<th>129</th>
<th>Rostered Days Off Duty</th>
</tr>
</thead>
<tbody>
<tr>
<td>132</td>
<td>Shift Allowances</td>
</tr>
<tr>
<td>133</td>
<td>Seven-day Shift Workers</td>
</tr>
<tr>
<td>137</td>
<td>Overtime</td>
</tr>
<tr>
<td>139</td>
<td>Mixed Functions</td>
</tr>
<tr>
<td>140</td>
<td>Public Holidays</td>
</tr>
<tr>
<td>141</td>
<td>Personal Carer’s Leave</td>
</tr>
<tr>
<td>142</td>
<td>Changes to Existing Conditions</td>
</tr>
</tbody>
</table>

127. Contract of Employment

127.1 Employees under this Part shall be engaged either as Full-time Employees, Part-time Employees, or Casual Employees.

127.2 The Employer may direct an Employee covered by this Agreement to carry out such duties as are within the limits of the Employee’s skill, competence and training, and which are within the scope of subclause 65.1, Definitions of Schedule 65, Security Officers - Weekly Rates of Pay and Wage Related Allowances and subclause 66.1, Definitions of Schedule 66, General Services Officers (Grade 2) - Weekly Rates of Pay and Wage Related Allowances of this Part.

127.3 The Employer shall clearly display at some place accessible to Employees, the commencing and ceasing time of ordinary hours of work.

127.3.1 One week’s notice must be given for any changes to such hours otherwise payment of overtime is incurred, except as provided for in subclause 127.3.2. Less than one week’s notice may be given by mutual agreement between the Employer and the Employee.

127.3.2 Security Officers may be given less than one week’s notice of changes to hours due to an emergency.

127.3.3 Any dispute over what constitutes an emergency shall be resolved after the emergency in accordance with clause 6, Dispute Resolution Procedures of Section 1 of this Agreement.

127.4 The employment of a resident security officer shall be terminated by three week’s notice (or such greater period of notice based on the employee’s service as required
by the National Employment Standards) or by the payment of forfeiture, as the case may be, of three week’s wages in lieu thereof.

127.5 The employment of a Casual Employee may be terminated by one hour’s notice.

127.6 Notwithstanding subclauses 127.4 and 127.5, the Employer may dismiss an Employee at any time without notice where the Employee is terminated because of serious and wilful misconduct.

128. Hours

128. Security Officers (other than Casual Employees)

128.1.1 Subject to clause 129, Rostered Days Off Duty, the ordinary hours of Security Officers shall not exceed 152 in each roster period of 28 consecutive days. Such hours shall be worked in not more than 20 shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration within a period of 24 hours.

For the purpose of calculating the number of shifts worked during a roster period, a broken shift, as defined in clause 5, Dictionary of Section 1 of this Agreement shall count as one shift.

128.1.2 Except in the case of change of shifts, notice of which has been given in accordance with clause 127, Contract of Employment, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.

128.1.3 The arrangement of working hours may be altered by agreement between the Employer and the Employee. Where agreement cannot be reached, the procedure in clause 6, Dispute Resolution Procedures of Section 1 of this Agreement, shall be followed. Where the alteration to the arrangement of working hours is to be permanent, the agreement shall be in writing, with a copy provided to the Employee.

128.1.4 In all cases shifts shall be continuous except where a broken shift is worked in accordance with “Broken Shift” in clause 5, Dictionary of Section 1 of this Agreement.

128.1.5 After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked.

128.2 General Service Officers (Grade 2)

The ordinary working hours, exclusive of meal breaks, shall not exceed thirty-eight per week. Such hours shall be worked as follows:

128.2.1 Day Workers: Between 6.30 am and 6.00 pm Monday to Friday, inclusive. These hours shall be worked on each day in one or two shifts of not more than eight hours total duration. An Employee may commence thirty minutes earlier than the normal starting time or the ceasing time may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the Employer and the Employee.
128.2.2 Afternoon Shift Workers: Between 4.00 pm and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.

128.2.3 Early Morning Shift Workers: Between 5.00 am and 2.00 pm, Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours’ duration.

128.2.4 Broken Shift Workers: Between 6.30 am and 6.00 pm Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause 128.2.1 with respect to alterations in starting and ceasing times.

128.2.5 Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 pm on Sundays and 6.30 am on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 pm and 6.30 am on each day, Monday to Saturday, inclusive.

128.2.6 In a College/Campus/Institute operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week which shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs 128.2.1, 128.2.2, 128.2.3, 128.2.4 and 128.2.5 of this subclause.

128.3 Casual Employees - For Casual Employees the ordinary working hours shall not exceed eight hours without the payment of overtime.

128.4 Meal Breaks:

128.4.1 General Services Officers (Grade 2):

(a) A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An Employee shall not be required to work for more than five hours without a meal break.

129. Rostered Days Off Duty

129.1 Security Officers:

129.1.1 The following clauses 129.1 to 129.7 will apply to Security Officers covered by this Part:

(a) Four-week Work Cycle - Accrual Provisions:

(i) Full-time Employees on shift work or day work shall accrue 0.4 of an hour for each eight hour shift or day worked to allow one complete shift or day to be taken off as a paid shift or day during every roster cycle.

(ii) Part-time Employees - where it is endorsed by the Employer at a particular location, part time Employees may accrue time towards a rostered day off by accruing one twentieth of all time worked. One complete shift may then be taken off as a paid shift during every rostered cycle.

129.2 Accrual and Paid Leave - Each day of paid leave taken (excluding extended leave, workers' compensation (accident) leave and leave without pay) occurring during any cycle of four weeks shall be regarded as a day worked for accrual provisions.
129.3 Rostering - Four-week Cycle:

129.3.1 Rostered days off shall be scheduled by mutual agreement between Employees and the Employer but may be varied by agreement between the Employer and the individual Employee.

129.3.2 Where the Employer agrees, rostered days off may accumulate and may be scheduled during the vacation periods to suit the needs of the Employer.

129.4 Rostered Day Off Falling on a Public Holiday:

129.4.1 In the event of an Employee’s rostered day off falling on a public holiday, the Employee and the Employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the Employer.

129.4.2 Special provisions apply for Seven-day Shift workers instead of the above as provided by subclause 133.2 of clause 133, Seven-day Shift Workers.

129.5 Work on Rostered Day Off Duty - Subject to subclause 129.3, Rostering - Four-week Cycle, of this clause, any Employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 137, Overtime of this Part.

129.6 Sick Leave and Rostered Days Off - Employees are not eligible for sick leave in respect of absences on rostered days off.

129.7 Casual Employees shall not be entitled to accumulate time toward a rostered day off.

129.8 General Services Officers (Grade 2):

129.8.1 The following subclauses 129.8 to 129.13 will apply to General Services Officers (Grade 2) covered by this Part:

(a) Four-Week Work Cycle - Accrual Provisions:

(i) Shiftworkers - Weekly Employees

Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift shall be paid for at the appropriate shift rate as prescribed by clause 132, Shift Allowances, of this Part.

(ii) Dayworkers - Weekly Employees

The ordinary working hours shall be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(iii) Part-time Employees

Accrual of rostered day off credits for Part-time Employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time
worked towards rostered days actually taken as provided in subclause 129.10 of this clause.

129.9 Accrual and Paid Leave:

129.9.1 Each day of paid leave taken (excluding long service/extended leave and workers’ compensation/accident leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, shall be regarded as a day worked for accrual provisions.

129.10 Rostering - Four Week Cycle:

129.10.1 Rostered days off shall be scheduled by mutual agreement between Employees and the Employer. This does not preclude an individual Employee with the Employer’s agreement, substituting another day for their rostered day off.

129.10.2 Except as provided by paragraph 129.10.3 of this subclause, at least four weeks’ notice shall be given to an Employee of the weekday he/she is to be rostered off duty.

129.10.3 In the case of a breakdown of machinery or to meet the requirements of the establishment, the Employer may, with the agreement of the majority of Employees concerned, substitute another day for the Employee’s rostered day off.

129.10.4 Rostered days off may accumulate and may be scheduled during vacation periods to suit the needs of the Employer. Dates for the taking of such accumulated leave shall be agreed between the Employer and the Employee.

129.11 Rostered Day Off Falling on a Public Holiday:

129.11.1 In the event of an Employee’s rostered day off falling on a Public Holiday, the Employee and the Employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the Employer.

129.12 Work on Rostered Day Off Duty:

129.12.1 Subject to subclause 129.10, Rostering - Four Week Cycle, of this clause, any Employee required to work on their rostered day off shall only be paid in accordance with the provisions of clause 137, Overtime, of this Part.

129.13 Sick Leave and Rostered Days Off:

129.13.1 Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

130. Rates of Pay

130.1 Full-time Employees - A Full-time Employee shall be paid according to the rate for the classification as set out in Table 1 of Schedule 65 for Security Officers and Table 1 of Schedule 66 for General Services Officers (Grade 2).

130.2 Part-time Employees:

130.2.1 General Services Officer (Grade 2)
(a) Part-time Employees shall be paid at an hourly rate as set out in Table 1 of Schedule 66, General Services Officers (Grade 2) - Weekly Rates of Pay and Wage Related Allowances of this Part for all ordinary time worked and for all paid leave.

(b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in subparagraph 129.8.1 (iii) of clause 129, Rostered Days Off Duty of this Part.

(c) The hourly rate prescribed by paragraph 130.2.1 (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer (Grade 2) in Table 1 of Schedule 66, General Services Officers (Grade 2) - Weekly Rates of Pay and Wage Related Allowances of this Part.

130.2.2 All Other Part-time Employees:

(a) Part-time Employees shall be paid the hourly equivalent of the appropriate weekly rate of pay plus an additional amount of ten per cent. The hourly rate is as set out in Table 1 of Schedule 65, Security Officers - Weekly Rates of Pay and Wage Related Allowances of this Part.

(b) The hourly equivalent is based on 38 hours where a Part-time Employee is not accruing credit towards rostered days off but is paid only for hours worked.

(c) The hourly equivalent is based on 40 hours where a Part-time Employee is accruing credit for time worked towards rostered days off.

(d) A minimum payment of three hours shall be paid for each start.

130.3 Casual Employees:

130.3.1 A Casual Employee working ordinary time as provided by clause 128, Hours shall be paid per hour one thirty-eighth of the weekly wage prescribed by this Agreement for the class of work performed, plus 15 per cent.

130.3.2 A minimum payment of four hours shall be made for each start in the case of Security Officers and three hours for each start in the case of General Services Officers (Grade 2).

131. Additional Rates

131.1 Employees covered by this Part are entitled to the following allowances:

131.1.1 Boiler Attendant's Certificate - An Employee required to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in item 1 of Schedule 65 for Security Officers and item 1 of Schedule 66 for General Services Officers (Grade 2), in addition to the ordinary rate of pay.

131.1.2 First-aid Allowance - An Employee, who is a qualified first-aid attendant and is required by the Employer to carry out the duties of a qualified first-aid attendant, shall be paid an additional weekly amount as set out in item 2 of Schedule 65 for
131.1.3 Furniture Removal Allowance – An Employee required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in item 3 of Schedule 65 for Security Officers and item 3 of Schedule 66 for General Services Officers (Grade 2).

131.1.4 Laundry Allowance - Overalls, coveralls and any uniform where supplied or required to be worn by the Employer shall be laundered or dry-cleaned at the Employer's expense. In lieu of this, a laundry allowance as set out in item 4 of Schedule 65 for Security Officers and item 4 of Schedule 66 for General Services Officers (Grade 2) may be paid for each ordinary shift worked.

131.1.5 Leading Hands Allowance - Employees placed in charge of other Employees shall be paid a weekly amount as set out in items 5-10 of Schedule 65 for Security Officers and items 5-10 of Schedule 66 for General Services Officers (Grade 2).

131.2 Motor Vehicle Allowance:

131.2.1 Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid the additional rates as set out in Schedule 67, Expense Related Allowances of this Part.

131.2.2 Where public transport is available, Employees may use such transport for approved travel and be reimbursed with the costs incurred or Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out up to the cost of the available public transport.

131.3 Refrigeration Driver's Certificate - An Employee required by the Employer to hold a Refrigeration Driver's Certificate of Competency, 1st or 2nd Class (Air conditioning) shall be paid a weekly allowance per week as set out in item 11 of Schedule 65 for Security Officers and item 11 of Schedule 66 for General Services Officers (Grade 2).

131.4 Torches - Where an Employee is required to carry a torch, it shall be provided and maintained in full working order by the Employer. Employees providing their own torches shall be paid an allowance per shift to cover the replacement of torch globes and batteries as set out in item 12 of Schedule 65 for Security Officers and item 12 of Schedule 66 for General Services Officers (Grade 2).

131.5 The following additional allowances are for General Services Officers (Grade 2) covered by this Part.

131.5.1 Qualification Allowance:

An Employee acting as a leading hand who has successfully completed a Cleaning Supervisors' Course or a course deemed by the Employer to be of equivalent qualification, shall be paid an additional weekly amount as set out in item 15 of Schedule 66, General Services Officers (Grade 2) – Weekly Rates of Pay and Wage Related Allowances. This amount shall be part of the ordinary rate of pay for all purposes.

131.5.2 Contingency Allowance:
Employees engaged on any or all of the following duties:

(a) refuse disposal and/or sorting for incinerators and furnaces;

(b) cleaning of ablution facilities;

(c) clearing of minor plumbing blockages; and/or

(d) receiving appropriate stores or minor repair of non-electrical equipment

shall be paid a weekly allowance as set out in item 16 of Schedule 66, General Services Officers (Grade 2) – Weekly Rates of Pay and Wage Related Allowances.

131.5.3 Toilet Allowance:

An Employee required to work in toilets, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the Employee kneeling shall be paid an additional weekly amount as set out in item 17 of Schedule 66, General Services Officers (Grade 2) – Weekly Rates of Pay and Wage Related Allowances.

The cleaning of single sex toilets may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the toilets are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the Employer.

The toilet allowance is not applicable for an Employee receiving the contingency allowance set out in subparagraph 131.5.2 of this clause.

131.5.4 Multi-Purpose Machines Allowance:

Employees required to use multi-purpose machines, mobile sweeping machines and other similar mechanical equipment, or to operate forklifts shall whilst so employed be paid an additional amount per shift, or part thereof, as set out in Item 18 of Schedule 66, General Services Officers (Grade 2) – Weekly Rates of Pay and Wage Related Allowances.

NOTE: A multi-purpose machine is one that performs three or more functions.

131.5.5 Locomotion Allowance:

An Employee required by the Employer to use a motor cycle or other motor vehicle shall have such vehicle supplied and maintained by the Employer. If the Employee uses his/her own vehicle they shall be reimbursed each week for each shift worked at the rate set out in Item 19 of Schedule 66, General Services Officers (Grade 2) – Weekly Rates of Pay and Wage Related Allowances.

The Employer shall reimburse the Employee for the cost of fuel used on the Employer's business. In the case of an Employee providing a bicycle for use in the Employer's business the payment shall be as set out in Item 20 of Schedule 66, General Services Officers (Grade 2) – Weekly Rates of Pay and Wage Related Allowances, for each shift worked.

The locomotion allowance shall only be paid where the use of a motor vehicle etc, is essential to the performance of an Employee's main function. An
Employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in 131.2.

132. Shift Allowances

132.1 The following additional allowances for shift work shall be paid to Employees in respect of work performed during ordinary hours of shift as defined in this Part.

<table>
<thead>
<tr>
<th>Shift</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early morning shift</td>
<td>10%</td>
</tr>
<tr>
<td>Afternoon shift</td>
<td>15%</td>
</tr>
<tr>
<td>Night shift, rotating with day or afternoon shift</td>
<td>17.5%</td>
</tr>
<tr>
<td>Night shift, non-rotating</td>
<td>30%</td>
</tr>
</tbody>
</table>

132.2 Broken Shifts:

132.2.1 Employees working broken shifts shall be paid an additional daily amount as set out in item 13 of Schedule 65 for Security Officers and item 13 of Schedule 66 for General Services Officers (Grade 2) of this Part for each day so worked.

132.2.2 Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in item 14 of Schedule 65 for Security Officers and item 13 of Schedule 66 for General Services Officers (Grade 2).

132.2.3 An Employee receiving a broken shift allowance under the provisions of this subclause shall not receive any other allowance provided for under subclause 132.1 of this clause, except as provided in subclause 132.2.4.

132.2.4 Where a Security Officer’s broken shift commences between midnight and 6.00 am an allowance of 30 per cent shall be paid for each hour worked between such hours. Where a broken shift ceases after 9.00 pm, an allowance of 15 per cent shall be paid for each hour worked after 9.00 pm.

133. Seven-Day Shift Workers

133.1 Additional annual leave:

133.1.1 If during a year of employment only a portion of which has been served as a Seven-Day Shift Worker, any additional annual leave accrued shall be at the rate of 3.25 hours for each completed month of employment. Where such additional annual leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.

133.1.2 Where the employment of a Seven-Day Shift Worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such a person shall also be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.

133.2 Public Holidays falling on Rostered Day Off:

133.2.1 In the case of public holidays falling on the rostered day off of a Seven-Day Shift Worker:

(a) If the Seven-Day Shift Worker is not required to work on that rostered day off, an additional day's pay will be made to the Employee.
(b) If the seven-day shift worker is required to work on that day, the Employer, in addition to another day's pay, shall pay the Employee at the rate of time and one-half for the first eight hours for those hours worked on the holiday. A minimum payment of four hours at this rate shall be made. If the Employee works for more than eight hours on such a day, those extra hours shall be paid for at double time and one-half.

133.2.2 The Employer may, instead of the additional payment of a day's ordinary pay prescribed in paragraph 133.2.1(a), add a day to the recreation leave credit.

134. Saturday and Sunday Work

134.1 Employees required to work their ordinary hours on a Saturday or a Sunday shall be paid for all time so worked at the following rates:

<table>
<thead>
<tr>
<th>Day</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday work</td>
<td>time and one-half</td>
</tr>
<tr>
<td>Sunday work</td>
<td>double time</td>
</tr>
</tbody>
</table>

134.2 An Employee required to perform work on a Sunday shall be paid a minimum of four hours for each start.

134.3 The shift work allowances provided by clause 132, Shift Allowances of this Part are not payable for Saturday and Sunday work.

134.4 The rates prescribed above apply to all Employees, including Casual Employees. The rate for Saturday work applies in respect of ordinary hours of work only.

135. General Conditions

135.1 General:

135.1.1 Accommodation for Meals - Employees may take their meals, crib time or tea breaks in a suitable place protected from the weather. Every such Employee shall be provided by the Employer with adequate facilities for tea making and for heating food. This provision shall not apply to mobile security officers.

135.1.2 Dressing Accommodation - Where it is necessary or customary for Employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.

135.1.3 Means of Exit - Provisions shall be made for an exit for night Employees in case of necessity.

135.2 Security Officers:

135.2.1 Security Licence - A Security Officer required to hold a Class 1A Security Licence pursuant to the provisions of the Security Industry Act 1997 shall have one fifth of the cost of such licence reimbursed by the Employer on completion of each twelve months service.

135.2.2 Training -

(a) All full time Security Officers who are required to undertake an approved training course, nominated by the Employer and as required by the
Security Industry Act 1997 and the Security Industry Regulation 2007, or variations thereof, shall have the costs of such training (courses) reimbursed by the Employer. This is provided that the undertaking of the said training course is a requirement of the Employee’s current position.

(b) Reimbursable costs as referred to in paragraph (a) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.

(c) Employees shall be granted time-off without loss of pay during ordinary hours to attend training courses referred to in paragraph (a).

(d) In cases where the courses are to be held outside the rostered shift of the Employee required to attend the course, then:

(i) the rostered shift should be altered so that the Employee can attend during ordinary working hours; or

(ii) for the time spent attending the course, the Employee can be granted time off in lieu on an hour for hour basis at a time convenient to the Employer; or

(iii) the Employee shall be paid for the necessary time attending the course at ordinary time rates. Such attendance shall not form part of the Employee’s ordinary roster and the Employee shall be required to work the ordinary roster.

(e) The Employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the Employer, having regard to the needs of the establishment.

135.3 Resident Security Officer (Grade 2):

135.3.1 Where a Security Officer is provided with accommodation, a deduction of $10.00 per week may be made from the Employee’s wages for rent, fuel and lighting.

135.3.2 An Employer shall not require a resident security officer to vacate living quarters during the annual leave period for use by a relieving security officer unless such arrangements are mutually agreed to between the resident security officer and the relieving security officer.

135.3.3 Removal Expenses on Transfer - See Section 4, Transferred Employees Compensation of this Agreement

136. Travelling Time and Expenses

136.1 Where an Employee is sent to work at a place other than their Employer’s recognised place of business, the Employer shall pay all travelling time from the place of business to the job. If the Employee is required to return the same day to the Employer’s place of business, the Employer shall pay travelling time back to the place of business. An Employee sent for duty to a place other than the Employee’s regular place of duty or required by the Employer to attend a court or inquiry in connection with the Employee’s employment shall be paid reasonable authorised expenses.
137. **Overtime**

137.1 Subject to clause 22, Working Hours, Overtime and Shift Allowances in Section 2 of this Agreement an Employer may require an Employee to work reasonable overtime at overtime rates.

137.2 Subject to clause 134, Saturday and Sunday Work, all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime, each day’s work shall stand alone. All overtime performed after 12 noon on a Saturday shall be paid for at the rate of double time.

137.3 Meal Allowance: An Employee required to work overtime in excess of one hour shall be paid an allowance as set out in item 4 of Schedule 67, Expense Related Allowances of this Part, for the first and each subsequent meal unless notice to work has been given to such Employee on or before the termination of the previous shift or day.

137.4 Security Officers required to work one hour or more overtime after their normal shift are to receive a 20 minute crib break at the end of the normal shift at ordinary time rate of pay. If overtime extends beyond a total of four hours, a further 20 minute crib break at overtime rates shall be granted.

137.5 Where a Security Officer is required to work overtime on a Saturday or Sunday, a paid crib time of 20 minutes shall be granted for each four hours of overtime worked.

137.6 An Employee who works so much overtime between the finish of ordinary work on one day and the start of ordinary work on the next day such that a rest period off duty cannot be had, shall be released after the completion of such overtime until the Employee has had a rest period without loss of pay for the ordinary working time occurring during such absence. The rest period shall be:

137.6.1 for shift workers - eight hours, including the normal changeover time, if any;

137.6.2 for day workers - ten hours.

137.7 If the Employer requires the Employee to resume or continue work without having had the rest period off duty, the Employee shall be paid at double time until released from duty for the rest period. The Employee shall be entitled to be absent until the Employee has had the rest period off duty without loss of pay for ordinary working time occurring during the absence.

137.8 Where General Services Officers (Grade 2) are required to work overtime or extra shifts by the Employer, preference shall be given to General Services Officers (Grade 2) as classified and covered by the terms of this Agreement where it is reasonably practicable to do so.

138. **Call Back**

138.1 An Employee required to return to work after leaving the place of employment shall be paid a minimum of four hours’ pay at the appropriate rate for each such attendance. This provision shall not apply to the normal rostered hours of an Employee returning for the second part of a broken shift.

138.2 This clause shall also not apply where a period of duty is continuous with the start of ordinary working time. In such case, the provisions of clause 137, Overtime of this Part apply.
138.3 An Employee to whom this clause applies shall be given at least eight hours off duty, excluding travelling time in excess of 30 minutes and a meal break of 30 minutes, before there is a requirement to resume ordinary hours. An Employee requested to resume duty before eight hours' rest is given shall be paid at double time until such Employee has been relieved from duty for a period of eight hours.

139. Mixed Functions

139.1 An Employee engaged for at least two hours on any day or shift on duties carrying a higher rate of pay than the Employee's ordinary classification shall be paid the higher rate for such day or shift. Where an Employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.

139.2 Any Employee who is required to perform work temporarily in a classification for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. Any work of less than one week's duration shall be deemed temporary.

139.3 This clause shall not apply in situations where the higher duties result from the absence of an Employee on a rostered day off.

140. Public Holidays

140.1 Except as provided by Clause 133, Seven-day Shift Workers of this Part:

140.1.1 Full-time and Part-time Employees shall be entitled to be absent on a declared Public Holiday without loss of pay.

140.1.2 Employees shall be paid at the rate of double time and one-half, with a minimum payment of four hours at such rate for all time worked on a Public Holiday.

16.3 For the purpose of this clause any Employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.

141. Personal/Carer’s Leave

141.1 Make-Up Time

141.1.1 To care for an ill family member, an Employee may, with the Employer's consent, elect to work 'make-up time'. This means the Employee takes time off during ordinary hours and works those hours at a later time, but during the spread of ordinary hours and at the ordinary rate of pay.

141.2 Rostered Days Off

141.2.1 An Employee may elect, with the consent of the Employer, to take an accrued rostered day off for personal/carer's leave purposes at any time.

141.2.2 An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.

141.3 Time Off in Lieu of Payment for Overtime
141.3.1 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 twelve (12) months of the said election.

141.3.2 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.

141.3.3 If, having elected to take time as leave in accordance with subparagraph 141.2.1 above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

141.3.4 Where no election is made in accordance with subclause 141.3.1 above, the Employee shall be paid overtime rates in accordance with clause 137, Overtime of this Part.

142. Changes to Existing Conditions

142.1 Security officers employed by the New South Wales Technical and Further Education Commission prior to 25 November 1992 may be requested to work broken shifts. Where a security officer has a genuine difficulty working such a shift, the Dispute Resolution Procedure in Section 1 of this Agreement will be followed.

142.2 Where, immediately prior to the making of this Agreement, an Employee was classified as a Security Officer Grade 2 (c) (Caretaker) under the Crown Employees (Security and General Services) Award, such Employee shall, if required by the Employer, continue to carry out any duties performed in that position.

142.3 Existing General Service Officers (Grade 2) employed by the New South Wales Technical and Further Education Commission as at 31 January 1992 shall not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this Agreement. However, General Service Officers (Grade 2) engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.
65.1 Definitions

65.1.1 "Security Officer Grade 1" means a person employed in one or more of the following capacities:

(a) as an Employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying loads of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform;

(b) to monitor a single closed circuit television unit recording from a stationary camera;

(c) to respond to basic fire/security alarms at their designated site;

(d) to watch, guard or protect persons and/or premises and/or property;

(e) provided that, a Security Officer Grade 1 may perform incidental duties which need not be of a security nature in order to ensure the good order of the college or premises;

(f) to escort unauthorised persons from the premises and/or detain such persons until such time as responsibility for the persons concerned has been assumed by the relevant authorities.

65.1.2 "Security Officer Grade 2" means a person who is employed for the protection, good order and convenient use of TAFE premises. In addition to the duties performed by a Security Officer Grade 1, as defined in subclause 65.1.1, a Security Officer Grade 2 may be required:

(a) to operate, monitor and act upon electronic intrusion detection or security control equipment;

(b) to patrol premises by means of a vehicle, including motorised vehicle;

and may be also required to:

(i) ensure that the parking of vehicles on college grounds is in compliance with the requirements of the college;

(ii) perform minor or routine maintenance of college facilities, such as replacement of light globes or fluorescent tubes;

(iii) receive and distribute stores;

(iv) undertake minor tidying of college premises.

65.1.3 "Security Officer Grade 3" means a person who, in addition to the duties performed by a Security Officer Grade 2, as defined in subclause 65.1.2 of this Schedule, is employed substantially in a security and/or data input and/or a
monitoring function within a central station and principally occupied in one or more of the following duties:

(a) monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any verbal communication devices; or

(b) monitoring or acting upon computerised security systems that have the capacity for and require data input from the security officer.

Table 1 – Rates of Pay

<table>
<thead>
<tr>
<th>Rates of Pay</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Time Security Officer</strong></td>
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<td></td>
</tr>
<tr>
<td>Grade 1</td>
<td>913.00</td>
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<tr>
<td>Grade 2</td>
<td>944.80</td>
<td>968.40</td>
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<tr>
<td>Grade 3</td>
<td>987.90</td>
<td>1,012.60</td>
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<tr>
<td><strong>Part-time Security Officer</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 1 (accruing time for RDOs) (per hour)</td>
<td>25.11</td>
<td>25.73</td>
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<tr>
<td>Grade 2 (accruing time for RDOs) (per hour)</td>
<td>25.98</td>
<td>26.63</td>
</tr>
<tr>
<td>Grade 3 (accruing time for RDOs) (per hour)</td>
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<tr>
<td>Grade 3 (not accruing time for RDOs) (per hour)</td>
<td>28.60</td>
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Table 2 – Wage-related allowances

<table>
<thead>
<tr>
<th>Clause</th>
<th>Item No</th>
<th>Allowance</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
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<tbody>
<tr>
<td>131.1.1</td>
<td>1</td>
<td>Boiler Attendants Certificate (per week)</td>
<td>17.10</td>
<td>17.50</td>
</tr>
<tr>
<td>131.1.2</td>
<td>2</td>
<td>First Aid Allowance (per week)</td>
<td>20.50</td>
<td>21.00</td>
</tr>
<tr>
<td>131.1.3</td>
<td>3</td>
<td>Furniture Removal Allowance (per shift)</td>
<td>3.38</td>
<td>3.46</td>
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<tr>
<td>131.1.4</td>
<td>4</td>
<td>Laundry Allowance (per shift)</td>
<td>2.21</td>
<td>2.27</td>
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<tr>
<td>131.1.5</td>
<td>5</td>
<td>Leading hand in charge of 1-5</td>
<td>39.20</td>
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<td>6</td>
<td>Employees (per week)</td>
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<td></td>
<td>7</td>
<td>Employees (per week)</td>
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<td></td>
<td>8</td>
<td>Employees (per week)</td>
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<td>68.80</td>
</tr>
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<td></td>
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<td>10</td>
<td>Employees - for each additional</td>
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<td></td>
<td></td>
<td>Employee over 20 (per week)</td>
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<td>131.3</td>
<td>11</td>
<td>Refrigeration Drivers Certificate (per week)</td>
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<td>17.70</td>
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<td>131.4</td>
<td>12</td>
<td>Reimbursement torch batteries etc</td>
<td>1.13</td>
<td>1.16</td>
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<td></td>
<td></td>
<td>(per shift)</td>
<td></td>
<td></td>
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<tr>
<td>132.2</td>
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<td>Broken Shift Allowance</td>
<td>18.30</td>
<td>18.80</td>
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</table>
14 Broken shift excess fares allowance (per shift) 9.45 9.69

Schedule 66 – General Services Officers (Grade 2) – Weekly Rates of Pay and Wage Related Allowances

66.1 Definitions

66.1.1 “General Services Officer Grade 2” means an Employee engaged as a General Service Officer Grade 2 who may be required to carry out a range of duties, which may include:

(a) Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, TAFE College/Campus/Institutes and other Government establishments.

Table 1 – Rates of Pay

<table>
<thead>
<tr>
<th>Allowance</th>
<th>From 3.7.15</th>
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<tbody>
<tr>
<td>General Services Officer (Grade 2)</td>
<td>884.60</td>
<td>906.70</td>
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<td>Part-time General Services Officer (Grade 2)</td>
<td>25.61</td>
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Table 2 – Wage-related Allowances

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<th>Item No</th>
<th>Allowance</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
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<tr>
<td>131.1.1</td>
<td>1</td>
<td>Boiler Attendants Certificate (per week)</td>
<td>15.60</td>
<td>16.00</td>
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<tr>
<td>131.1.2</td>
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<td>First Aid Allowance (per week)</td>
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<td>131.1.3</td>
<td>3</td>
<td>Furniture Removal Allowance (per shift)</td>
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<td>Laundry Allowance (per shift)</td>
<td>2.33</td>
<td>2.39</td>
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<td>131.1.5</td>
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<td>Leading hand in charge of 1-5 Employees (per week)</td>
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<td>131.1.6</td>
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<td>Leading hand in charge of 11-15 Employees (per week)</td>
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<td>Leading hand in charge of 16-20 Employees (per week)</td>
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<td>68.80</td>
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<tr>
<td>131.1.9</td>
<td>9</td>
<td>Leading hand in charge of over 20 Employees (per week)</td>
<td>67.10</td>
<td>68.80</td>
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<tr>
<td>131.1.10</td>
<td>10</td>
<td>Leading hand - for each additional Employee over 20 (per week)</td>
<td>0.52</td>
<td>0.53</td>
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<td>131.3</td>
<td>11</td>
<td>Refrigeration Drivers Certificate</td>
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<td>Torches (per shift)</td>
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<td>Broken Shift Allowance</td>
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<td>18.80</td>
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<tr>
<td>131.5.1</td>
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<td>Broken shift excess fares allowance (per shift)</td>
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<td>9.69</td>
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<tr>
<td>131.5.1</td>
<td>15</td>
<td>Qualification Allowance</td>
<td>24.41</td>
<td>25.02</td>
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</table>
### Schedule 67 – Expense Related Allowances

67.1 The following expense related allowances are payable to Employees employed under this Part.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Clause</th>
<th>Brief Description of Allowance</th>
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<tbody>
<tr>
<td>1</td>
<td>131.2</td>
<td>Vehicle Allowance - Vehicles under 1,600cc</td>
<td>65c per km</td>
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<tr>
<td>2</td>
<td></td>
<td>Vehicle Allowance - Vehicles 1,600cc - 2,600cc</td>
<td>76c per km</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Vehicle Allowance - Vehicles over 2,600cc</td>
<td>77c per km</td>
</tr>
<tr>
<td>4</td>
<td>137.3</td>
<td>Meal allowance</td>
<td>13.10</td>
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</table>

<table>
<thead>
<tr>
<th>131.5.2</th>
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<th>Contingency Allowance</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>1-10 hours per week</td>
<td>9.89</td>
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<tr>
<td></td>
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<td>11-25 hours per week</td>
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<tr>
<td></td>
<td></td>
<td>26-38 hour per week</td>
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<tr>
<td>131.5.3</td>
<td>17</td>
<td>Toilet Allowance</td>
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<td></td>
<td>12.41</td>
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<td>12.72</td>
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<td>131.5.5</td>
<td>18</td>
<td>Multi-Purpose Machines Allowance</td>
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<td>3.02</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>3.10</td>
</tr>
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<td>19</td>
<td>Locomotion Allowance</td>
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<td>33.20</td>
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<td></td>
<td></td>
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<td>34.03</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>Bicycle</td>
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<td></td>
<td></td>
<td></td>
<td>2.62</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>2.69</td>
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</tbody>
</table>
PART C – Early Childhood Educators

143.  Application

143.1  Section 5 - Part C applies to the following classifications:

143.1.1 Childcare Assistant (formerly Child Care Worker)

143.1.2 Advanced Childcare Worker

143.1.3 Early Childhood Officer (formerly Advanced Childcare Worker Qualified)

143.2 The wages payable to Employees employed in the classifications listed at 143.1 are set out in Schedule 68 of this Part.

143.3 This Part applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to Casual Employees:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>145</td>
<td>Hours</td>
</tr>
<tr>
<td>146</td>
<td>Implementation of 38 Hour Week</td>
</tr>
<tr>
<td>147</td>
<td>Rostered Days Off Duty</td>
</tr>
<tr>
<td>150</td>
<td>Additional Rates and Allowances</td>
</tr>
<tr>
<td>152</td>
<td>Overtime</td>
</tr>
<tr>
<td>153</td>
<td>Make Up Time</td>
</tr>
<tr>
<td>155</td>
<td>Job Sharing</td>
</tr>
<tr>
<td>156</td>
<td>Relieving in Other Positions</td>
</tr>
<tr>
<td>157</td>
<td>Infectious Diseases at the Centre or Service</td>
</tr>
<tr>
<td>158</td>
<td>Public Holidays</td>
</tr>
<tr>
<td>159</td>
<td>Public Holidays for Seven-day Shift Workers</td>
</tr>
<tr>
<td>161</td>
<td>Supported Wage</td>
</tr>
</tbody>
</table>

144.  Contract of Employment

144.1 The employment of a full-time or part time Employee may be terminated by giving not less than the minimum period of notice under section 117 of the Fair Work Act 2009, or by the payment or forfeiture, as the case may be, of wages in lieu of such notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice. This shall not affect the right of the Employer to dismiss any Employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

144.2 Payment During Vacations: Notwithstanding the foregoing provisions, where an establishment is closed during a vacation period and no work is available, an Employee shall be paid the ordinary rate of pay during such a period provided that during the Christmas vacation only an Employee with insufficient credit of annual leave to maintain the ordinary rate of pay during the said vacation period may be stood down without pay for a maximum of four weeks.

Provided further that where the employment of an Employee is terminated by the Employer in accordance with the provisions of this clause through no fault of the Employee during the vacation, and such Employee whose services are so terminated is re-employed by the same Employer before the expiration of two weeks after the commencement of the next term, the contract of employment shall not be deemed to have been broken for the purposes of the Long Service Leave Act 1955. Any period of
non-employment of any such Employee who is so re-employed shall not count as qualifying service for the purposes of such Act.

144.3 The employment of a Casual Employee may be terminated by one hour’s notice.

144.4 Upon request by an Employee, the Employer shall give an Employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the Employee was employed. Note: with respect to Casual Employees, see subclause 148.1.5 (b) of clause 148, Classification Structure of this Part.

144.5 Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

144.6 Flexibility of Work

144.6.1 An Employer may direct an Employee to carry out such duties as are within the limits of the Employee’s skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.

144.6.2 Persons employed as Child Care Assistants (Child Care Workers) may be required to assist with duties incidental to their primary contact care role.

144.6.3 Any direction issued by an Employer shall be consistent with the Employer’s responsibilities to provide a safe and healthy working environment.

144.7 Employees whose employment before 1 December 2011 was subject to the provisions of the Miscellaneous Workers’ – Kindergartens and Child Care Centres, &c. (State) Award and whose employment is terminated for redundancy will be paid no less than in accordance with that Award, as it stood on 30 November 2011.

145. Hours

145.1 Ordinary Working Hours - The ordinary working hours, inclusive of crib breaks, shall not, without payment of overtime, exceed an average of thirty eight per week. Such hours shall be worked as follows:

145.1.1 Day Workers - Between the hours of 6.30 am and 6.30 pm, Monday to Friday inclusive. The above hours shall be worked on each day in one shift. The total hours worked on any day shall not exceed the applicable hours provided for in clause 146, Implementation of 38 Hour Week of this Part without payment for overtime.

145.1.2 Shift Workers - Fixed shifts of a duration provided for in clause 146, Implementation of 38 Hour Week of this Part to be worked on five days of the week, Monday to Sunday inclusive.

145.2 Notification of Hours - The Employer shall, by legible notice displayed at some place accessible to the Employees, notify the ordinary hours of commencing and ceasing work and the ordinary times of meal or crib breaks. Such hours, once notified, shall not be changed without the payment of overtime except by seven days’ clear notice to the Employee, or by mutual agreement between the Employer and Employee to waive or shorten the notice period, or due to an emergency outside the Employer’s control.
145.2.1 Any dispute as to the existence of an emergency will be dealt with in accordance with the clause 6 Dispute Resolution Procedures in Section 1 of this Agreement.

145.2.2 Notation: An ‘emergency’ must be given its ordinary meaning. It is not to be understood to comprehend routine events, such as an Employee having to remain at the end of their rostered hours, when a parent fails to arrive on time to collect a child. Such work, if required will involve overtime to which the overtime provisions will apply.

145.2.3 Notation: For part time Employees see subclause 152.3 of clause 152, Overtime of this Part.

145.3 Rest Pauses - All Employees shall be allowed a paid rest break of ten minutes per shift between the second and third hour from starting time and, if the work exceeds seven hours from starting time the Employee shall be allowed a further paid rest break of ten minutes, to be taken at a time mutually convenient to the Employer and the Employees in the establishment concerned, subject to the provisions relating to the supervision of children under the Children (Education and Care Services National Law Application) Act 2010.

145.4 Crib Breaks - Not more than thirty minutes nor less than twenty shall be allowed to Employees each day for a midday crib break between the fourth and fifth hour if such Employee’s shift exceeds five hours from commencement of work. Such crib breaks shall be counted as time worked.

145.4.1 Provided however that Employee may, by agreement with the Employer, leave the premises during the crib break. Where such reasonable request has been made by an Employee, the Employer shall give favourable consideration to any such request having regard to the provisions of the Children (Education and Care Services National Law Application) Act 2010 relating to supervision of children. Such time away from the premises shall not count as time worked nor shall any payment be made for such time. A record of unpaid lunch periods shall be kept in the Time and Wages records.

145.5 Unpaid Meal breaks for those employed on or after 28 August 2000. An Employer may direct an Employee engaged on or after 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the Employee’s shift provided that the shift exceeds five hours and having regard to the provisions of the Children (Education and Care Services National Law Application) Act 2010 relating to supervision of children. During this unpaid time, the Employee may leave the premises.

145.6 Unpaid Meal breaks for those employed prior to 28 August 2000. With the prior written agreement of the Employee, an Employer may direct an Employee engaged prior to 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the Employee’s shift provided that the shift exceeds five hours and having regard to the provisions of the Children (Education and Care Services National Law Application) Act 2010 relating to supervision of children. The prior agreement of the Employee shall be recorded in the time and wages record. During this unpaid time, the Employee may leave the premises.

145.7 Employee performing duties during meal break. If an Employee is required to perform duties during an unpaid meal break, the Employee shall be paid at time and one half for the time worked with a minimum payment as for fifteen minutes work. Where the Employee works more than fifteen minutes, the payment shall be as for thirty minutes.
145.8 Non-contact time

145.8.1 Subject to the operational needs of the Centre, an Employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of two hours per week, during which the employee is not required to supervise children or perform other duties directed by the employer, for the purpose of planning, preparing, evaluating and programming activities.

145.8.2 Wherever possible non-contact time should be rostered in advance.

145.9 Breaks between work periods

145.9.1 All employees will be entitled to a 10-hour rest period between the completion of work on one day and the commencement of work on the next. Work includes any reasonable additional hours or overtime.

145.9.2 Where an employee recommences work without having had 10 hours off work the employee will be paid at overtime rates until such time as they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary time hours occurring during the period of such absence.

145.9.3 By agreement between an employer and an employee the period of 10 hours may be reduced to not less than eight hours.

146. Implementation of 38 Hour Week

146.1 Ordinary Hours of Work

146.1.1 The ordinary hours of work shall not exceed an average of 38 per week as provided in clause 145, Hours of this Part.

146.1.2 In respect of Employees engaged prior to 28 August 2000, the 38 hour week is to be implemented by the working of a 19 day month in accordance with sub clause 146.2. Provided that, with the consent of the Employee, the ordinary hours of work may be implemented in accordance with 146.1.3 (b), 146.1.3 (c), 146.1.3 (d), or 146.1.3 (e) of sub-clause 146.1.3. The consent of the Employee must be in writing and a notation of the consent shall be kept in the time and wages record.

146.1.3 In respect of Employees engaged on or after 28 August 2000, ordinary hours of work in accordance with clause 145, Hours of this Part may be implemented in one of the following ways:

(a) by working a 19 day month; or
(b) by working 3 x 10 hour shifts and 1 x 8 hour shift per week; or
(c) by working 4 x 9.5 hour shifts per week; or
(d) by working 5 x 7.6 hour shifts per week; or
(e) by working 4 x 8 hour shifts and 1 x 6 hour shift per week.

146.2 19 Day Month
146.2.1 An Employee shall accrue two hours per week or 0.4 of an hour (i.e., 24 minutes) for each eight hour shift or day worked, to give an entitlement to take an accrued rostered day off in each four week cycle as though worked.

146.2.2

(a) Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid stand-down as provided in subclause 144.2 of clause 144, Contract of Employment of this Part and any Public Holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes. Provided however that accrued days off shall not be regarded as part of annual leave for any purpose.

(b) Notwithstanding the provisions of paragraph 146.2.2 (a) of this subclause, an Employee shall be entitled to no more than 12 paid accrued days off in any twelve months of consecutive employment.

(c) An Employee who has not worked a complete four week cycle in order to accrue a rostered day off, shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination, (i.e. an amount of 24 minutes for each 8 hour day worked).

146.2.3 Subject to subclause 146.2.2 of this clause, an Employee shall accrue an entitlement to rostered days off in any twelve months of consecutive employment to the extent provided in the following table:

<table>
<thead>
<tr>
<th>Number Of Weeks Establishments Open Per Year</th>
<th>Accrued Days Off Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>41 weeks</td>
<td>10.25</td>
</tr>
<tr>
<td>42 weeks</td>
<td>10.50</td>
</tr>
<tr>
<td>43 weeks</td>
<td>10.75</td>
</tr>
<tr>
<td>44 weeks</td>
<td>11.00</td>
</tr>
<tr>
<td>45 weeks</td>
<td>11.25</td>
</tr>
<tr>
<td>46 weeks</td>
<td>11.50</td>
</tr>
<tr>
<td>47 weeks</td>
<td>11.75</td>
</tr>
<tr>
<td>48 weeks - 52 weeks</td>
<td>12.00</td>
</tr>
</tbody>
</table>

146.3 Implementation of 19 Day Month

146.3.1 By mutual agreement between the Employer and Employee concerned, the Employer may fix one work day in every fourth week as an accrued rostered day off to the extent of such rostered days off accrued in accordance with subclause 146.2.3 of this clause; or

Accumulation

146.3.2 Establishments operating 48 - 52 Weeks

(a) The Employee may accrue sufficient accrued days off to enable such days to be taken as rostered days off to a maximum block of five (5) days at any one time in any twelve (12) months of consecutive employment, and provided that no two (2) blocks of rostered days off shall follow on consecutively.
(b) The Employee shall take such rostered days off by mutual agreement with the Employer.

146.4 Part-time Employees

146.4.1 A Part-time Employee who is regularly rostered to work ordinary hours over five days per week shall accrue an entitlement to rostered days off in the same ratio of weeks worked to accrued days as set out in subclause 146.2.3 of this clause. A Part-time Employee may choose to be paid the appropriate higher hourly rate (that is a rate based on a 38-hour divisor, as set out in clause 147, Rostered Days Off Duty of this Part in lieu of accruing an entitlement to rostered days off) subject to mutual agreement between Employer and Employee. A notation of such agreement shall be kept in the time and wages records.

(a) Provided that in respect of part time Employees engaged on or after 28 August 2000, the Employer may require that such Employee be paid the higher rate in lieu of the rostered day off.

146.4.2 Where rostered days off are taken the provisions of subclause 146.3 of this clause shall apply.

146.4.3 A Part-time Employee who works less than five days per week shall be paid for all hours worked (on the basis of a 38-hour divisor) subject to subclause 149.3 of clause 149, Wages of this Part in lieu of an entitlement to rostered days off subject to mutual agreement between the Employer and the Employee/s.

146.5 Casual Employees

146.5.1 A Casual Employee shall be paid for all hours worked subject to subclause 149.4 of clause 149, Wages of this Part in lieu of an entitlement to accrued days off prescribed by this clause.

147. Rostered Days Off Duty

147.1 Rostering

147.1.1 Notice - Except as provided in paragraph 147.1.2, an Employee shall be advised by the Employer at least four weeks in advance of the day or days he or she is to be rostered off duty.

147.1.2 Substitution - An individual Employee with the agreement of the Employer may substitute the day he or she is rostered off duty for another day.

147.1.3 Accumulation - Rostered days off may accumulate in accordance with subclause 146.2.1 of clause 146, Implementation of 38 Hour Week of this Part.

147.2 Payment of Rostered Days Off - for every ordinary hour paid for, payment to the Employee of one twentieth (5%) of the hourly rate will be withheld by the Employer and then paid in the pay week in which the Employee’s rostered day off is taken.

Notation: The withholding of payment for rostered days off for part time Employees may also be implemented by applying a divisor of 40 in lieu of a 38 divisor to the appropriate full time rate of pay used to determine the part time rate applicable.
147.3 Rostered Day Off Falling on a Public Holiday - where an Employee's rostered day off falls on a public holiday the Employee and the Employer shall agree to the substitution of an alternative day off. Provided however that where such agreement is not reached the substituted day may be determined by the Employer.

147.4 Sick Leave and Rostered Days Off - an Employee is not eligible for sick leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.

147.5 Compassionate Leave and Rostered Days Off - an Employee shall not be entitled to payment for Compassionate Leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.

147.6 Work on Rostered Day Off - except as provided in 147.1.2 of this clause, any Employee required to work on a rostered day off shall be paid in accordance with the provisions of clause 152, Overtime of this Part and an alternative day shall be granted as a rostered day off.

148. Classification Structure

148.1 Implementation of Classification Structure

148.1.1 The Employer shall determine the appropriate classification for each position in the service having regard to the needs of the service. The Employer may choose not to appoint anyone to a particular classification in the Agreement subject to the provisions of the Children (Education and Care Services National Law Application) Act 2010 and/or the Education and Care Services National Regulations 2011.

148.1.2 An Employee will be appointed to the position and the corresponding classification in this Agreement having regard to the duties required by the Employer to be undertaken by the Employee, the qualifications of the Employee and the Employee’s length of service.

148.1.3 An Employee shall commence on the step in the appropriate classification commensurate with the number of years of employment in early childhood and child care services for children aged 0 - 12 years whether conducted by the Employer or not and shall progress thereafter in accordance with the Agreement.

(a) Progression through the steps of each classification in this clause for Part-time and Casual Employees shall be based on full-time equivalent service.

148.1.4 Calculation of Employment: When calculating employment for the purposes of this clause, one year of employment may be deducted for every period of five year’s absence from early childhood and child care services.

148.1.5 Employment History on Engagement:

(a) Full time or Part-time Employees - upon engagement, an Employee shall establish the Employee’s employment history in early childhood and child care services for the purposes of determining, where necessary, the appropriate step applicable under the classification structure set out in subclause 148.2 of this clause.

(b) Casual Employees - a Casual Employee shall maintain and keep up to date a record of employment as set out in Appendix A. Such record shall
be signed by the Employer at the conclusion of each period of casual employment.

148.1.6 An Employee may apply for a higher classification when a position becomes available in the service subject to the Employee possessing the requisite qualifications and appropriate selection procedures for the particular service being followed.

148.1.7 Any dispute in relation to the implementation of the classification structure shall be dealt with in accordance with clause 6, Dispute Resolution Procedures in Section 1 of this Agreement.

148.2 Classification Structure

An Employer shall classify the position to which an Employee is appointed in accordance with the following structure:

For Child Care Assistants (Child Care Worker) (as defined):

<table>
<thead>
<tr>
<th>Step</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>on engagement without early childhood or child care service</td>
</tr>
<tr>
<td>2</td>
<td>after 1 year's employment in this classification, or the satisfactory completion of an AQF Certificate III in Children’s Services (with less than 12 months employment in an early childhood or child care service)</td>
</tr>
<tr>
<td>3</td>
<td>after 2 year's employment in this classification</td>
</tr>
<tr>
<td>4</td>
<td>after 3 year's employment in this classification</td>
</tr>
<tr>
<td>5</td>
<td>after 1 year’s employment in this classification, in addition to the satisfactory completion of an AQF Certificate III in Children’s Services.</td>
</tr>
</tbody>
</table>

For Advanced Child Care Worker (as defined):

<table>
<thead>
<tr>
<th>Step</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>on engagement with early childhood or child care service</td>
</tr>
<tr>
<td>2</td>
<td>after 1 year's employment in this classification</td>
</tr>
<tr>
<td>3</td>
<td>after 2 year's employment in this classification</td>
</tr>
</tbody>
</table>

For Early Childhood Officer (Advanced Child Care Worker (Qualified)) (as defined):

<table>
<thead>
<tr>
<th>Step</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>on engagement with early childhood or child care service</td>
</tr>
<tr>
<td>2</td>
<td>after 1 year's employment in this classification</td>
</tr>
<tr>
<td>3</td>
<td>after 2 year's employment in this classification</td>
</tr>
<tr>
<td>4</td>
<td>required to supervise other Associate Diploma or Diploma qualified Employees within the group they have responsibility for.</td>
</tr>
</tbody>
</table>

148.3 Child Care Assistant (Child Care Worker) - means a carer appointed by the Employer to contribute to the development of and assist in the implementation of the child care program under the general direction of and responsible to a supervisor who is regularly present with the group of children. Qualifications are not required for Steps 1 to 4.

148.3.1 An Employee who has completed an AQF Certificate III in Children’s Services shall be paid no less than Child Care Assistant (Child Care Worker) Step 2.

148.3.2 An Employee who has completed both an AQF Certificate III in Children’s services and 12 months equivalent full-time service in a child care service, or has
successfully completed an approved Certificate III traineeship of no less than 12 months duration, shall be classified at Step 5.

148.3.3 An Employee at this level is responsible for their own work and may be required by the Employer to perform some or all of the following duties:

(a) positively interact with children, give each child individual attention and comfort as required;
(b) assist to implement daily routines;
(c) assist with ensuring a safe, healthy and clean indoor and outdoor environment for children;
(d) supervise the activities of a group of children for short periods of time during the day;
(e) work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;
(f) understand and work according to the service policies and procedures;
(g) assist in the development and/or evaluation of the program;
(h) assist in the observation and evaluation of the children’s development;
(i) assist with the recording of children’s development and assist in planning for the ongoing development of the child;
(j) communicate with parents as instructed;
(k) attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;
(l) perform incidental administrative duties including but not limited to: completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;
(m) other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de-skilling.

148.3.4 An Employee at this level may be required by the Employer to possess and maintain a current first aid certificate recognised under the Children (Education and Care Services National Law Application) Act 2010.

148.3.5 Employees appointed to the position of Child Care Assistant (Child Care Worker), but required to perform the duties of an Advanced Child Care Worker, will be paid the higher rate applicable to that classification.

148.4 Advanced Child Care Worker - means an unqualified carer appointed by the Employer with the responsibility to develop, plan and implement the child care program. An Employee at this level is responsible to the overall Employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An Employee at this level may be required by the Employer to perform some or all of the following duties:
148.4.1 has direct responsibility for the management of a group or groups of children in conjunction with the Employer of the service;

148.4.2 ensure the maintenance of a healthy and safe work environment;

148.4.3 ensure a safe, healthy and clean indoor and outdoor environment for children;

148.4.4 liaise with parents as to needs of the children and the service;

148.4.5 maintain appropriate and up-to-date records;

148.4.6 ensure that programs are planned, implemented and evaluated for each child in their care;

148.4.7 ensure that all regulations, licensing guidelines, service policies and procedures are observed;

148.4.8 carry out administrative duties which relate to effective room management and child care responsibilities;

148.4.9 other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de-skilling.

148.4.10 An Employee at this level is required to possess and maintain a current first aid certificate recognised under the Children (Education and Care Services National Law Application) Act 2010 and administer first aid as required.

148.4.11 An Employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

148.5 Early Childhood Officer (Advanced Child Care Worker: Qualified) - means a qualified carer who holds a Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the Children (Education and Care Services National Law Application) Act 2010 appointed by the Employer with the responsibility to develop, plan and implement the child care program. An Employee at this level is responsible to the overall Employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An Employee at this level may be required by the Employer to perform some or all of the following duties:

148.5.1 has direct responsibility for the management of a group or groups of children in conjunction with the Employer of the service;

148.5.2 ensure the maintenance of a healthy and safe work environment;

148.5.3 ensure a safe, healthy and clean indoor and outdoor environment for children;

148.5.4 liaise with parents as to needs of the children and the service;

148.5.5 maintain appropriate and up-to-date records;

148.5.6 ensure that programs are planned, implemented and evaluated for each child in their care;
148.5.7 ensure that all regulations, licensing guidelines, service policies and procedures are observed;

148.5.8 carry out administrative duties which relate to effective room management and child care responsibilities;

148.5.9 other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer including duties at a lower classification; provided this does not promote de skilling.

148.5.10 An Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services National Law Application) Act* 2010 and administer first aid as required.

148.5.11 An Employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

148.5.12 Early Childhood Officer (Advanced Child Care Worker Qualified) Step 4 means a qualified carer who holds the Associate Diploma in Social Science (Child Studies), Diploma in Children’s Services or equivalent qualifications which are recognised under the *Children (Education and Care Services National Law Application) Act* 2010 and who is appointed by the Employer to a position where the Employee is required to supervise other Associate Diploma or Diploma qualified Employees within the group they have responsibility for.

149. **Wages**

149.1 *Full-Time Employees*

149.1.1 Rates - The minimum rate of pay for the classifications as set out in clause 148, Classification Structure of this Part shall be the rates as set out in Schedule 68, Child Care Classifications in Long Day Care.

149.2 *Savings clause - Leading Hand and First Aid Allowance*: An Employee who is employed as at July 8, 1997 and who is currently appointed as a leading hand and/or appointed first aid attendant and is in receipt of an allowance for such appointment(s) shall continue to receive the amount of such allowance(s), whilst they continue in employment in that position with that Employer.

149.3 *Part-time Employees:*

149.3.1 Rates - For each hour worked during ordinary time, Part-time Employees shall be paid the hourly equivalent of the minimum weekly wage prescribed by this Agreement for the class of work performed by them.

149.3.2 Part-time Employees shall be paid a minimum of three hours for each start.

149.4 *Casual Employees*

149.4.1 Rates - Casual Employees, for each hour worked during ordinary time shall be paid the hourly equivalent of the minimum weekly wage prescribed by this Agreement for the class of work performed by them, plus an additional amount of 25 per centum of the appropriate weekly rate.

149.4.2 Casual employees shall be paid a minimum of three hours for each start.
149.5 The hourly rates for Part-time and Casual Employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

149.6 Juniors: Junior Child Care Assistant (Junior Child Care Workers) employed shall be paid the following percentages of the appropriate adult rate of pay specified for the classification under which the junior is engaged:

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage (per week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>70</td>
</tr>
<tr>
<td>At 17 years of age</td>
<td>80</td>
</tr>
<tr>
<td>At 18 years of age</td>
<td>90</td>
</tr>
<tr>
<td>At 19 years of age</td>
<td>100</td>
</tr>
</tbody>
</table>

The above mentioned percentages shall be calculated to the nearest ten cents, provided however that any broken part of ten cents in the result less than five cents shall be disregarded.

149.7 Junior Employees (Special Conditions): Junior Employees employed otherwise than in accordance with subclause 149.7 of this clause, shall be paid the appropriate adult rate of pay. The employment of junior Employees is further subject to the following conditions:–

149.7.1 The ratio of juniors to adults employed in any capacity in any establishment shall not exceed the following ratios:

(a) Where up to 20 children are catered for - one junior to one adult.

(b) Where over 20 children are catered for - one junior to two adults.

149.7.2 Junior Employees engaged as trainee Advanced Child Care Worker shall be required, as a condition of employment, to train as such. Employees shall attend the Associate Diploma of Social Science (Child Studies) Course or such other technical college course as is necessary.

149.7.3 The Employer shall, in respect of each trainee Advanced Child Care Worker, pay all fees and charges necessary to attend and complete the said course and shall, if necessary, allow the Employee time off duty without deduction of pay to attend the said course.

150. Additional Rates and Allowances

150.1 Straight Shifts: The following additional allowances for shift work shall be paid to Employees in respect of work performed during ordinary hours for shifts as defined in the clause 5, Dictionary in Section 1 of this Agreement:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early morning shift</td>
<td>10%</td>
</tr>
<tr>
<td>Afternoon Shift</td>
<td>15%</td>
</tr>
<tr>
<td>Night Shift, rotating with day or Afternoon Shift</td>
<td>17.5%</td>
</tr>
<tr>
<td>Night shift, non-rotating</td>
<td>30%</td>
</tr>
</tbody>
</table>

150.2 Uniform Laundry Allowance - In the event of an Employee being required to wear a uniform such uniform shall be provided by and laundered at the Employer’s expense, or, by mutual agreement, such Employees shall be paid a uniform laundry allowance.
of $10.19 per week or $2.04 per day, or where the uniform does not require ironing, $6.42 per week or $1.28 per day.

150.3 First Aid Certificate:

150.3.1 If an Employer requires an Employee who is not required to have a first aid certificate, to obtain and/or maintain such a qualification, the Employee shall be allowed time off without loss of pay for the purpose of completing the course required. The cost of the course shall be met by the Employer.

150.3.2 Employers who require Employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding shall ensure staff are adequately trained in such procedures, before being required to undertake them. The cost of any such training will be met by the Employer.

150.4 Certified Supervisor Allowance: An Employee who is required by the Employer to act as a Certified Supervisor in accordance with the Children (Education and Care Services National Law Application) Act 2010, as amended, shall be paid an amount as set out in Item 3 of Table 2, Schedule 69, Additional Rates and Allowances. The daily rate for such allowance shall be calculated by dividing the weekly allowance by 5.

151. Saturday and Sunday Work

151.1 Ordinary Hours - Shift Workers - Shift workers required to work their ordinary hours on a Saturday and/or Sunday shall as prescribed by 145.1.2 of clause 145, Hours of this Part, be paid for all time so worked at the following rates:

<table>
<thead>
<tr>
<th>Time Slot</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday Work</td>
<td>Time and one-half</td>
</tr>
<tr>
<td>Sunday Work</td>
<td>Double time</td>
</tr>
</tbody>
</table>

151.2 The rates prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed in 150.1 of clause 150, Additional Rates and Allowances of this Part.

151.3 Overtime - Day Workers

151.3.1 Overtime performed on Saturday shall be paid for at the rate of time and one half for the first three hours and double time thereafter with a minimum payment of not less than four hours at such rate.

151.3.2 Overtime performed on Sundays shall be paid for at the rate of double time.

151.3.3 Employees working on a Sunday will receive a minimum payment of four hours pay.

151.4 Overtime - Shift Workers

151.4.1 Overtime performed on Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

151.4.2 Overtime performed on Sundays shall be paid for at the rate of double time.

152. Overtime

152.1 Subject to subclause 152.3 of this clause and subclauses 151.3 and 151.4 of clause 151 Saturday and Sunday Work of this Part, for all work done outside ordinary hours
the rates of pay shall be time and one half for the first two hours and double time thereafter. In computing overtime each day's work shall stand alone.

152.2 Where overtime or extra shifts are required to be worked, the Employer shall give preference for such work to Employees as classified and covered by the terms of this Agreement where it is reasonably practicable to do so.

152.3 Part-time Employees - if a Part-time Employee agrees to work additional hours, the additional hours must be paid at the same rate as full time Employees are paid under the Agreement. The work must be paid for at the ordinary hourly rate for all hours unless they fall outside the ordinary hours fixed by this Agreement for full-time Employees. Any hours worked in addition to 8 hours in any day must be paid at the overtime rate applicable to full-time Employees, under this Agreement.

152.4 Meal Money: An employee required to work overtime in excess of one and one half hours shall either be paid an allowance of $11.38 or be supplied with a meal of equivalent value.

152.5 Time Off in Lieu of Overtime: where an Employee performs duty on overtime the Employee may at the Employee’s request and with the Agreement of the Employer subsequently be released from duty in ordinary hours subject to the following conditions:

152.5.1 The Agreement shall be in writing and be kept with the time and wages records;

152.5.2 Where an Employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay; all other overtime worked and in respect of which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this Agreement;

152.5.3 Where an Employee elects to take any period/s of time off in ordinary hours in accordance with this clause such time off shall be with pay and shall equate to the relevant period/s of overtime worked;

152.5.4 Time off may be taken only in respect of overtime worked between Monday to Friday inclusive;

152.5.5 Payment for any period/s of overtime worked and in relation to which the Employee elects to take time off may be paid by the Employer to the Employee in the pay period in which the time off is taken;

152.5.6 An Employee may not accumulate more than 20 hours of equivalent time off which shall be taken within four weeks of its accrual. Where such time off is not taken the period/s of overtime referable thereto shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.

152.6 Reasonable Overtime: Subject to clause 22, Working Hours, Overtime and Shift Allowances of Section 2 of this Agreement an Employer may require an Employee to work reasonable overtime at overtime rates.

153. Make Up Time

153.1 An Employee may elect, with the consent of their 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 Agreement, at the ordinary rate of pay.
154. **Miscellaneous Conditions**

154.1 Boiling Water: Hot water shall be provided by the Employer where practicable.

154.2 Accommodation for Meals: Employers shall allow Employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such Employee shall leave such place in a thoroughly clean condition.

154.3 Dressing Accommodation: Where it is necessary or customary for Employees to change their dress or uniform suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.

154.4 All materials, equipment, etc. required for the work and for cleaning purposes shall be supplied by the Employer.

155. **Job Sharing**

155.1 **General Employment Conditions**

155.1.1 A job share position shall only be created by mutual agreement between the Employer and the Employee occupying the position to be job shared.

155.1.2 Subject to the provisions of subclause 155.2 of this clause relating to overtime, job sharers will be employed on pro-rata hours, wages and conditions for the relevant classification or grade of the position filled.

155.1.3 Before any job sharing arrangements are approved, the Employer shall provide each prospective job sharer with a copy of this clause and obtain her or his acceptance of the job share position to be worked.

155.1.4 Job sharers will discuss with the Employer arrangements to determine how the job is to be split and agree the hours to be worked by each job sharer including the arrangements to be adopted when one job sharer is absent.

155.1.5 Where a job share position is of a specific duration and instead of being filled by two existing Employees an additional Employee must be engaged to share the position, such additional Employee shall be advised that the position is only available for the duration sought and approved.

155.2 **Hours of Duty**

155.2.1 The hours of work of job sharers shall be worked in accordance with clause 145, Hours in this Part.

155.2.2 The hours of job sharers once established will not be changed except by mutual consent of both the job sharers and the Employer or subject to the operational requirement of the centre. Where an Employer is required to change a job sharers hours because of the operational requirement of the centre, the Employer shall give the job share Employees notice in accordance with subclause 145.2 of clause 145, Hours in this Part.

155.2.3 The total weekly hours of job sharers of a full-time position shall not exceed an average of 38 hours per week to be worked in accordance with clause 146, Implementation of the 38 Hour Week of this Part. Hours worked in excess of the
arrangements set out in the said clause by a job sharer shall be paid in accordance with clause 152, Overtime of this Part.

155.2.4 Job Sharers shall not be entitled to accrue credits towards rostered days off provided for under clause 146, Implementation of 38 Hour Week and clause 147, Rostered Days Off Duty of this Part.

155.3 Leave

155.3.1 Job sharers shall be entitled to all leave provisions available under this Agreement on a pro rata basis.

155.3.2 Job sharers may take annual leave or other leave at the same time or separately.

155.3.3 Job sharers may be asked and may agree to cover for the absences of the other job share Employees. Such coverage may be either for part of the absence or for the full period.

155.3.4 All leave arrangements wherever possible will be made by mutual agreement between both job sharers and the Employer.

155.3.5 Where a job share Employee agrees to cover for the other job share Employee whilst he or she is on leave, they shall be paid at ordinary rates for the extra days or extra hours worked subject to the provisions of paragraph 155.3.6 of this subclause.

155.3.6 Where the absence of one job sharer on leave is covered by the other job sharer the aggregate number of hours worked shall not exceed those of a full-time Employee without the payment of overtime.

155.4 Termination of Employment

155.4.1 The position of a job sharer may be terminated in accordance with the relevant provisions of clause 144, Contract of Employment of this Part.

155.4.2 Where one job sharer has terminated, the position of the remaining job sharer shall not be prejudiced.

155.4.3 Where one job sharer has terminated, the position may be filled internally or externally provided that any replacement Employee is advised of the job share nature of the position and particularly when the position is of a specific duration, or the remaining job sharer may be offered the option of occupying the full position on a permanent basis.

155.4.4 Any replacement Employee shall also be advised of the provisions of this clause applying to the job share position.

156 Relieving in Other Positions

156.1 Employees employed at work for which a higher rate is fixed shall be paid such higher rate whilst so employed. If employed for four hours or more on the higher class of work Employees shall be paid the higher rate for the whole of that day.

156.2 Where an Employee is called upon to perform duties for which a lower rate is fixed the Employee shall suffer no reduction in pay.
157. Infectious Diseases at the Centre or Service

157.1 Consideration shall be given to extending the sick leave amount provided in clause 49, Sick Leave in Section 3 of this Agreement in the circumstances where an infectious disease or illness has been identified at the centre, and an Employee is subsequently infected.

158. Public Holidays

158.1 In addition to the public holidays provided at Clause 47, Public Holidays in Section 3 of this Agreement, Employees covered by this Part are entitled to be absent from duty without loss of pay, unless directed to attend for duty by the Managing Director, on the first Monday in August or such other day as is mutually agreed between the employer and an employee or the employer and the majority of employees.

158.2 Employees required to work on any of the above holidays shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate.

159. Public Holidays for Seven day shift workers

159.1 Where a holiday occurs on the rostered day off of a seven day shift worker as provided for in subclause 145.1.2 of clause 145, Hours of this Part and:

159.1.1 the Employee is not required to work on that day, the Employer shall pay such Employee eight hours' ordinary pay in respect of such day;

159.1.2 the Employee is required to work on that day, the Employer shall pay such Employee eight hours' ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.

159.2 The Employer may, in lieu of the payment of eight hours' ordinary pay prescribed in subclause 159.1 of this clause, add a day to the annual leave period provided for under clause 34, Annual Leave in Section 3 of this Agreement.

159.3 Any day or days added in accordance with this subclause shall be the working day or working days immediately following the annual leave period to which the Employee is entitled.

159.4 Where the employment of an Employee has been terminated and the Employee becomes entitled to payment in lieu of an annual holiday with respect to a period of employment, the Employee shall be entitled also to an additional payment for each day accrued to the Employee under this clause at the appropriate ordinary rate of pay, if payment has not already been made in accordance with subclause 159.1 of this clause.

160. Professional Development, Training and Planning

160.1 Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of Employees is a joint responsibility of both the Employer and the Employee.
160.2 The Employer may request an Employee to attend any courses in non-term time or after hours relating to professional development, training and planning. The Employee cannot unreasonably refuse to attend such courses, provided that a full-time Employee who receives no more than four weeks’ annual leave in a calendar year shall receive time in lieu for time spent at any courses outlined in this clause.

160.3 Any dispute in relation to attendance shall be dealt with in accordance with clause 6, Dispute Resolution Procedures in Section 1 of this Agreement.

161. Supported Wage

161.1 Definition: This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

161.1.1 "Supported wage system" means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in Supported Wage System Handbook.

161.1.2 "Approved assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

161.1.3 "Disability support pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

161.1.4 "SWS wage assessment agreement" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

161.2 Eligibility criteria

161.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of Disability Support Pension.

161.2.2 The clause does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment).

161.3 Supported wage rates

161.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the rate of pay prescribed for the class of work which the person is performing according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed Capacity Rate (Subclause 161.4)</th>
<th>% of Prescribed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>
Provided that the amount payable shall not be less than $75.00 per week.

* Where a person’s assessed capacity is ten percent, they shall receive a high degree of assistance and support.

161.4 Assessment of capacity - For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a union to which the Employee is eligible to join.

161.5 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

161.6 Lodgement of SWS wage Assessment Agreement

161.6.1 All SWS wage assessment agreements under the condition of this clause, including the appropriate percentage of the agreement wage to be paid to the Employee, shall be lodged by the Employer with Fair Work Australia.

161.6.2 All SWS wage assessment agreements shall be agreed and signed by the parties to the assessment. Where a Union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by Fair Work Australia to the Union by certified mail and the Agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

161.7 Review of assessment - The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

161.8 Other terms and conditions of employment - Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other Employees covered by this Part paid on a pro rata basis.

161.9 Workplace adjustment - An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the Employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

161.10 Trial Period

161.10.1 In order for an adequate assessment of the Employee’s capacity to be made, an Employer may employ a person under the provision of this clause for a trial
period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

161.10.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

161.10.3 The minimum amount payable to the Employee during the trial period shall be no less than $78.00 per week.

161.10.4 Work trials should include induction or training as appropriate to the job being trialled.

161.10.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 161.4 of this clause.
MONETARY RATES

Schedule 68 – Child Care Classifications in Long Day Care

<table>
<thead>
<tr>
<th>Level</th>
<th>Step</th>
<th>From 3.7.15</th>
<th>1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Care Assistant (CCW)</td>
<td>1</td>
<td>797.66</td>
<td>817.60</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>804.25</td>
<td>824.36</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>810.50</td>
<td>830.76</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>817.05</td>
<td>837.48</td>
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<tr>
<td></td>
<td>5</td>
<td>824.84</td>
<td>845.46</td>
</tr>
<tr>
<td>Advanced Child Care Worker (ACCW)</td>
<td>1</td>
<td>832.61</td>
<td>853.43</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>849.87</td>
<td>871.12</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>876.92</td>
<td>896.84</td>
</tr>
<tr>
<td>Early Childhood Officer (ACCWQ)</td>
<td>1</td>
<td>891.56</td>
<td>913.85</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>982.39</td>
<td>1,006.95</td>
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<tr>
<td></td>
<td>3</td>
<td>1,029.90</td>
<td>1,055.65</td>
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<tr>
<td></td>
<td>4</td>
<td>1,081.18</td>
<td>1,108.21</td>
</tr>
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Schedule 69 – Additional Rates and Allowances

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Clause No.</th>
<th>Brief Description</th>
<th>From 3.7.15</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>150.2</td>
<td>Uniform: Laundry Allowance (requires ironing)</td>
<td>$10.19 per week</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$2.04 per day</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Uniform: Laundry Allowance (does not require ironing)</td>
<td>$6.42 per week</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1.28 per day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Clause No.</th>
<th>Brief Description</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>150.4</td>
<td>Certified Supervisor Allowance</td>
<td>$38.09 per week</td>
<td>$39.04 per week</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$7.62 per day</td>
<td>$7.81 per day</td>
</tr>
</tbody>
</table>

APPENDIX A

RECORD OF CASUAL EMPLOYMENT

EMPLOYEE'S RECORD TO BE MAINTAINED BY EMPLOYEE

1. Name: ____________________________________________
2. Number of years of training: ________________________
3. Name of qualification: ______________________________
4. Year of attainment of this qualification: ____________

<table>
<thead>
<tr>
<th>Period of engagement (from date to date)</th>
<th>No. of days/hours worked in total, classification; years trained &amp; step</th>
<th>Name, address &amp; telephone number of Centre</th>
<th>Signed by Centre Director (signature, date &amp; name)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

185
Part D – Printing and Graphic Arts Employees

162. Application

162.1 Section 5, Part D – Printing and Graphic Arts Employees applies to Printing Support Officers.

162.2 The wages, and allowances payable to Employees employed in the classification listed at 162.1 are set out in Schedule 70 of this Part.

162.3 This Part applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to Casual Employees:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>163</td>
<td>Hours of Work</td>
</tr>
<tr>
<td>164</td>
<td>Personal Carers Leave</td>
</tr>
<tr>
<td>165</td>
<td>Overtime</td>
</tr>
</tbody>
</table>

163. Hours of Work

163.1 The ordinary working hours of printing support officers shall be thirty-eight per week. Such hours shall be worked on a twenty-day four-week cycle, Monday to Friday inclusive, with nineteen working days of eight hours each with 0.4 of one hour on each day worked accruing as an entitlement to take up to one day off in each work cycle paid for as though worked. The day off shall preferably be a Monday or Friday and may be either a fixed day or a rostered day depending upon the particular requirements of management. Where special circumstances arise the day so determined may be altered to some other day to meet the needs of the establishment.

163.2 Part time Employees who work regular hours on a five day basis may, by mutual agreement between the Employee and the Director of Sydney Institute, be entitled to the benefit of the 38 hour week, 19 day month on a pro rata basis.

163.3 Starting and finishing times for Employees covered by this award shall be determined by the Director of Sydney Institute provided that the earliest starting time shall be 6.15 am and the latest ceasing time shall be 9.00 pm.

163.4 In the event of an Employee’s ordinary ceasing time being later than 5.30 pm the Director of Sydney Institute shall give the Employee at least 24 hours prior notice of such later ceasing time. Work performed after 5.30 pm shall attract overtime in accordance with the provisions of clause 165, Overtime of this Part.

163.5 An Employee who is required to work on their rostered day off shall be entitled to an alternative rostered day to be taken within a period of three months.

163.6 Rostered days may be accumulated during semesters and taken in the vacation next occurring.

163.7 Where an Employee’s rostered day off falls on a public holiday, to which the Employee is normally entitled as a day off without loss of pay, the Employee shall within three months of the date of that public holiday, be given an alternative day in lieu of the day off which falls on the public holiday.

163.8 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
163.9 An Employee who has not worked, or is not regarded by reason of subclause 163.5 as having worked, a complete four-week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction day worked) or regarded as having been worked in such cycle payable for the rostered day off or, in the termination of employment, on termination.

163.10 The Director of Sydney Institute shall give Employee’s covered by the terms of this award 48 hours notice of any decision to change a pre-specified rostered day.

163.11 Subject to clause 165, Overtime of this Part, the Director of Sydney Institute may require an Employee to work reasonable overtime at overtime rates.

163.12 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.

163.13 For the purposes of clause 165, Overtime of this Part, what is unreasonable or otherwise will be determined having regard to:

163.13.1 any risk to Employee health and safety;
163.13.2 the Employee’s personal circumstances including any family and carer responsibilities;
163.13.3 the needs of the workplace or enterprise;
163.13.4 the notice (if any) given by the Director of Sydney Institute of the overtime and by the Employee of his or her intention to refuse it; and
163.13.5 any other relevant matter.

164. Personal Carers Leave

164.1 In addition to the common leave provisions contained in Section 3 of this Agreement, the Personal Carers Leave provisions contained in this Part will apply to Printing and Graphic Arts Employees.

164.2 Make-up time

164.2.1 To care for an ill family member, an Employee may, with the Employers consent, elect to work make-up time. This means the Employee takes time off during ordinary hours and works those hours at a later time, but during the spread of ordinary hours and at the ordinary rate of pay.

164.3 Rostered Days Off

164.3.1 An Employee may elect, with the consent of the Employer, to take an accrued rostered day off for personal/carers leave purposes at any time.
164.3.2 An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.

165. Overtime

165.1 For all work required to be performed in excess of 8 hours on any one day the rates of pay shall be time and a half for the first two hours and double time thereafter.
165.2 An Employee who works so much overtime between the termination of ordinary work
on one day and the commencement of ordinary work on the next day without having
had ten consecutive hours off duty shall be paid at double rates until released from
duty for such period and shall be entitled to be absent until the Employee has had ten
consecutive hours off duty without loss of pay for ordinary working time occurring
during such absence.

165.3 Time Off in Lieu of Payment for Overtime

165.3.1 An Employee may elect, with the consent of the Director of Sydney Institute, to
take time off in lieu of payment for overtime at a time or times agreed with the
Employer within twelve (12) months of the said election.

165.3.2 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.

165.3.3 If, having elected to take time as leave, the leave is not taken for whatever
reason payment for time accrued at overtime rates shall be made at the expiry of
the twelve (12) month period or on termination.

165.3.4 Where no election is made in the Employee shall be paid overtime rates in
accordance with this Agreement.

166. Duties of Employees

166.1 The Employer, their delegate, nominee or representative 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 classifications covered by this award and provided that
such duties are not designed to promote de-skilling.

166.2 The Employer, their delegate, nominee or representative may direct an Employee to
carry out such duties and use such tools, materials and equipment as may be required
provided that the Employee has been properly trained in the use of such tools,
materials and equipment.

166.3 Any directions issued by the Employer, their delegate, nominee or representative
pursuant in accordance with the above, shall be consistent with the Employer’s
responsibility to provide a safe and healthy working environment.

167. Training

167.1 If management perceives that there is a need for Printing Support Officers to increase
their skills the appropriate training will be provided.

168. Wage Rates

168.1 The weekly rates of pay for printing support officers are set out in Schedule 70 of this
Part.

168.1.1 "Printing Support Officer - Level 1" performs routine maintenance and cleaning of
machines and workshop. Attends to equipment, carries out necessary
adjustments, replaces parts and installs equipment. No formal qualifications
required, no operation of trade equipment.

168.1.2 "Printing Support Officer - Level 2" operates single purpose machines and
equipment. Attends to equipment, carries out necessary adjustments, replaces
parts and installs equipment. Cleans workshop and equipment. No formal qualifications required, no operation of trade equipment.

168.1.3 "Printing Support Officer - Level 3" provides high quality printing, class support services and advice. Operates, maintains, repairs and installs printing and related equipment to the level of qualifications, training and skills possessed. Specialised in at least one area of the printing industry. Recognises and acts on quality assurance problems. Formal qualifications in the printing industry or recognised equivalent.

168.1.4 "Printing Support Officer - Level 4" manages and co-ordinates the printing support operations within the Graphic Arts Section. Develops, implements and monitors an ongoing preventative maintenance program for all printing and related equipment. Prepares printing support staff rosters, checks timebooks, prepares weekly attendance returns, certifies overtime claims. Formal qualifications in the printing industry or recognised equivalent with demonstrated management experience.

168.1.5 “Printing Computer Support Officer” provides high quality computing class support services and advice. Ensures that computer equipment is maintained and operative, recognises and acts on quality assurance problems. Identifies and responds to computer related problems and takes necessary action to rectify. Formal qualifications in the printing industry, or recognised equivalent, with broad computer knowledge.

### Monetary Rates

#### Schedule 70 – Weekly Rates of Pay

<table>
<thead>
<tr>
<th>Rates of Pay</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>1,092.70</td>
<td>1,120.00</td>
</tr>
<tr>
<td>Level 2</td>
<td>1,185.50</td>
<td>1,215.10</td>
</tr>
<tr>
<td>Level 3</td>
<td>1,478.40</td>
<td>1,515.40</td>
</tr>
<tr>
<td>Level 4</td>
<td>1,663.30</td>
<td>1,704.90</td>
</tr>
<tr>
<td>Printing Computer Support Officer</td>
<td>1,478.40</td>
<td>1,515.40</td>
</tr>
</tbody>
</table>
Part E – Trades Assistants

169. Application

169.1 This part applies to the following Employee classifications:

169.1.1 General Assistant
169.1.2 General Assistant/Tool Storeperson
169.1.3 Tool Storeperson
169.1.4 Trades Assistant (Metal Trades)
169.1.5 Trades Assistant (Electrical Trades)
169.1.6 Trades Assistant
169.1.7 Cupola Furnaceperson (foundries)

169.2 The wages and allowances payable to Employees employed in the classifications listed at 169.1 are set out in Schedule 71 of this Part.

169.3 This Part applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to Casual Employees:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
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170. Hours – Day Workers

170.1 Except as provided elsewhere in this Part the ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle.

170.2 The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 am and 6.00 pm. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

170.3 By agreement in writing between the Employer and the Employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant Agreement will apply to the alternate day off.

170.4 In the case of Tool Storepersons, the rostered day off shall accumulate and be taken concurrently with recreation leave at a time mutually convenient to the Institute and Employee concerned.

170.5 Where the fourth Monday or agreed rostered day off falls on a Public Holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the Employer and the Employee.
Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

Where an Employee has not worked a complete 4-week cycle, they shall be entitled to pro-rata accrued entitlements towards a rostered day off for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.

In addition to their accrued entitlements, Employees shall be paid at the rates for Saturday work as provided in clause 173, Overtime of this Part, if required by the Employer to work on an accrued rostered day off. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.

Where an Employee works on their rostered day off in accordance with subclause 170.8 of this Part, the Employee may elect, where practicable, to have another day off in substitution before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

A paid rest period of ten minutes shall be provided between 9 am and 11 am or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the Employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of Employees on a particular site are covered by an agreement other than this Agreement, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

Where an Employee is engaged for more than two hours daily or per shift on higher duties, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift. If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked.

In addition to the wages prescribed in Schedule 71 Monetary Rates, the following special rates and allowances shall be paid to Employees:

1. Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 1 of Schedule 71, Table 2. Where such work continues for more than two hours, Employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.

2. Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 2 of Schedule 71, Table 2. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

3. Dirty Work - Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in
the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 3 of Schedule 71, Table 2.

(a) In the case of disagreement between the supervisor and worker, the latter shall be entitled within twelve hours to ask for a decision on their claim by the Employer. A decision shall be given on the worker’s claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the Employee, or the Employee’s representative, including a union, is dissatisfied with the decision of the Employer, the Dispute Resolution Procedures in clause 6 of Section 1 of this Agreement shall apply.

172.1.4 Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 4 of Schedule 71, Table 2. Height shall be calculated from where it is necessary for the Employee to place their hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an Employee from falling any further distance. Water level means in tidal waters, mean water level. This subclause shall not apply to Employees working on a suitable scaffold erected in accordance with the Work Health and Safety Act.

172.1.5 Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 5 of Schedule 71, Table 2. In places where the temperature exceeds 54 degrees Celsius, such Employees shall be paid the allowance rate specified in Item 5 of Schedule 71, Table 2.

(a) Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, Employees shall also be entitled to twenty minutes’ rest after every two hours’ work, without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the Employees who claim the extra rate.

172.1.6 Insulation Material - An Employee working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material of a like nature is being used in insulating work, shall be paid the allowance rate specified in Item 6 of Schedule 71, Table 2. If the insulating material is silicate, they shall be paid an extra hourly amount also set out in Item 6. This additional allowance shall apply whether the Employee is actually handling such material or not, if the insulating material includes granulated cork. The allowance will not be paid for the handling of corkboard or materials contained in unbroken packages.

172.1.7 Smoke-boxes, etc - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an hourly allowance. An Employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while also working inside such boiler, be entitled to a further allowance. The rates for both allowances are specified in Item 7 of Schedule 71, Table 2.

172.1.8 Wet Places -

(a) An Employee working in any place where water is continually dripping on the Employee, or where there is water underfoot so that clothing and boots
become wet, shall be paid the allowance rate specified in Item 8 of Schedule 71, Table 2. This extra rate is not payable where an Employee is provided with suitable and effective protective clothing and/or footwear. An Employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.

(b) An Employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 9 of Schedule 71, Table 2.

(c) An Employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 10 of Schedule 71, Table 2. This subclause shall not apply to an Employee who is provided with suitable protective clothing and/or footwear.

172.1.9 Acid Furnaces, Stills, etc - A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 11 of Schedule 71, Table 2.

172.1.10 Towers Allowance - An Employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rate specified in Item 12 of Schedule 71, Table 2, for all work above fifteen metres.

172.1.11 Depth Money - An Employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 13 of Schedule 71, Table 2.

172.1.12 Swing Scaffolds - The allowance rate specified in Item 14 of Schedule 71, Table 2, for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:

(a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.

(b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

(c) Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 14 of Schedule 71, Table 2.

(d) An Employee shall not be required to raise or lower a swing scaffold by themselves.

172.1.13 Septic Tanks - If an Employee is required to work in a septic tank in operation he/she shall be paid an additional amount set out in Item 15 of Schedule 71, Table 2 per day or part of a day.

172.1.14 Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.
172.1.15 Rates Not Subject To Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.

172.1.16 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 16 of Schedule 71, Table 2.

172.1.17 Distant Places -

(a) All Employees working in districts west and north of and excluding:

(i) State Highway No. 17 from Tocumwal to Gilgandra;
(ii) State Highway No. 11 from Gilgandra to Tamworth;
(iii) Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 17 of Schedule 71, Table 2.

(b) All Employees working in the Western Division of the State shall be paid the allowance rate specified in Item 17 of Schedule 71, Table 2.

(c) All Employees working within the area bounded by and inclusive of:

(i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale;
(ii) on the Snowy Mountain Highway at Adaminaby to Blowering;
(iii) from Blowering southwest to Wilaregang and on the Murray River;
(iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 17 of Table 2, Schedule 71 extra per day or part thereof.

172.1.18 Applying Noxious Substances -

(a) An Employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 18 of Schedule 71, Table 2.

(b) In addition, Employees applying such material in buildings, which are normally air-conditioned, shall be paid the allowance rate specified in Item 18 of Schedule 71, Table 2.

(c) Where there is an absence of adequate natural ventilation, the Employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.
Employees working in close proximity to Employees so engaged shall be paid the allowance rate specified in Item 18 of Schedule 71, Table 2.

For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

172.1.19 Foundry Allowance - Employees, whilst employed in a foundry, shall be paid an allowance as set in Item 19 of Schedule 71, Table 2 for each hour worked to compensate for all disagreeable features associated with foundry work. This includes heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. The allowance herein prescribed shall be in lieu of any payment otherwise due under this clause.

172.1.20 Asbestos Eradication -

(a) This subclause shall apply to Employees engaged in the process of asbestos eradication on the performance of work within the scope of this Agreement.

(b) Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

(c) All aspects of asbestos eradication work shall be conducted in accordance with the Work Health and Safety Act.

(c) In addition to the rates prescribed in this Part an Employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 20 of Schedule 71, Table 2. This is in lieu of special rates as prescribed in Clause 172 Special Rates and Allowances of this Part, with the exception of subclauses 172.1.1 cold places; 172.1.5 hot places; 172.1.12 swinging scaffolds.

(e) Other Conditions - The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Agreement as varied from time to time.

173. Overtime

Overtime shall be payable for all time worked outside the ordinary hours prescribed in Clause 170, Hours - Day Workers of this Part, for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

173.1.1 Except as provided in this subclause or subclause 173.2 of this clause, in computing overtime each day's work shall stand alone.

173.2 Rest Period after Overtime: Following completion of overtime, an Employee shall either:

173.2.1 Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
173.2.2 If required to resume or continue working without having had a break of 10
consecutive hours, excluding travel, shall be paid at the rate of double time until
such a break is given. This break shall be granted without loss of pay for ordinary
working time occurring during such absence.

173.2.3 In the case of shift workers, the provisions of this subclause shall apply as if
eight hours were substituted for ten hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty and a day worker or a shift
worker is required to replace such shift worker; or

(c) where a shift is worked by arrangement between the Employees
themselves.

173.3 Call Back -

173.3.1 An Employee recalled to work overtime after leaving the Employer's business
premises (whether notified before or after leaving the premises) shall be paid for
a minimum of four hours' work at the appropriate rate for each time recalled. In
the case of unforeseen circumstances arising, the Employee shall not be
required to work the full four hours if the job he/she was recalled to perform is
completed within a shorter period. This subclause does not apply:

(a) in cases where it is customary for an Employee to return to the Employer's
premises to perform a specific job outside their ordinary working hours; or

(b) where the overtime is continuous (subject to a reasonable meal break) with
the completion or commencement of ordinary working time.

173.3.2 Overtime worked in the circumstances specified in this subclause shall not be
regarded as overtime for the purposes of subclause 173.2 of this clause, where
the actual time worked is less than three hours on such recall or on each of such
recalls.

173.3.3 If an Employee is required to work in excess of four hours, he/she shall be paid a
meal allowance specified in Item 22 of Schedule 71, Table 2 and allowed a crib
time of 20 minutes without deduction of pay at the end of each four hours' work,
provided work is to continue after the said period of four hours.

173.4 Saturday Work - Five Day Week -

173.4.1 A day worker on a five-day week who is required to work on a Saturday shall be
paid for not less than four hours' work, except where such overtime is continuous
with overtime commenced the previous day. All work performed in the afternoon
shall be paid for at double time rates. Tea Breaks shall be allowed in accordance
with subclause 170.10 of Clause 170, Hours - Day Workers of this Part.

173.5 Standing By -

173.5.1 An Employee required to hold themselves in readiness to work after ordinary hours
shall, until released, be paid standing-by time at ordinary rates from the time they
are advised of the requirement to stand by. This is subject to any custom now
prevailing under which an Employee is required regularly to hold himself in
readiness for a call back.
173.6 Meal Hours - General -

173.6.1 Except as provided in subclause 173.7, Meal Hours - Maintenance Employees, Concrete Pours etc., double time rates shall be paid for work done during meal hours and thereafter until a meal break is allowed. An Employee shall not be compelled to work for more than six hours without a break for a meal.

173.7 Meal Hours - Maintenance Employees, Concrete Pours, etc -

173.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an Employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 173.6.

173.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the Employer may alter the lunch break either forward or backward by one hour.

173.8 Tea Money -

173.8.1 Tea Money - An Employee required to work overtime shall be paid the amount set out in Item 22 of Schedule 71, Table 2 for Meal Allowance after one and a half hours overtime. A further payment as set out in Item 22 of Schedule 71, Table 2 for Meal Allowance Each Subsequent Meal shall be made after a further two and a half hours overtime (i.e., after four hours in total) and then for each subsequent period of four hours overtime. Such payment need not be made to Employees living in the same locality as their place of work who can reasonably return home for meals.

173.9 Transport of Employees -

173.9.1 An Employer shall provide transport for an Employee where he/she finishes overtime work or a shift not part of their regular roster at a time when reasonable means of transport are not available. If transport is not provided the Employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an Employee who uses their own vehicle to travel to and from their place of work.

173.10 Compulsory Overtime -

173.10.1 Subject to clause 22, Working Hours, Overtime and Shift Allowances of Section 2 of this Agreement an Employer may direct any Employee to work reasonable overtime at overtime rates provided it is reasonable for the Employee to be required to do so.

173.11 Cribs -

173.11.1 An Employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph “normal ceasing time” is at the end of
ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 170, Hours, Day Workers and clause 174, Shiftwork of this Part.

173.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

173.12 Limitation of Overtime -

173.12.1 No Employee, including a night shift worker, shall work for more than 16 hours overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

174. Shift Work

174.1 Hours - General -

174.1.1 Hours for Employees on shift work shall be thirty eight per week worked over a four week cycle and Employees shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift for every 20-shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

174.1.2 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 175, Holidays and Sunday Work of this Part, shall be regarded as shifts worked for accrual purposes.

174.1.3 Except as provided above, Employees not working a complete four week cycle shall be paid accrued pro-rata accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.

174.1.4 The Employer and Employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20-shift cycle.

174.1.5 Where an Employer, for emergency reasons requires an Employee to work on their rostered day off, the terms and conditions prescribed in subclauses 170.8 and 170.9 of Clause 170 Hours - Day Workers of this Part shall apply.

174.2 Hours - Continuous Work Shifts - This subclause shall apply to shift workers on continuous work -

174.2.1 The ordinary hours of such shift workers are at the discretion of the Employer, to average 38 hours per week and shall not exceed:

(a) eight in any one day; nor

(b) forty-eight in any one week; nor

(c) eighty-eight in fourteen consecutive days; nor
174.2 Subject to the following conditions such shift workers shall work at such times as the Employer may require:

(a) a shift shall consist of not more than eight hours, inclusive of crib time;

(b) except at the regular changeover of shifts an Employee shall not be required to work more than one shift in each twenty-four hours;

(c) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

174.3 Hours - Other than Continuous Work - This subclause shall apply to shift workers not on continuous work. The ordinary hours of such shift workers shall not exceed:

174.3.1 forty in any week to be worked in five shifts of eight hours Monday to Friday, inclusive; or

174.3.2 eighty in fourteen consecutive days in which case an Employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

174.3.3 one hundred and twenty-one consecutive days in which case an Employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

(a) Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the Employer. An Employee shall not be required to work for more than six hours without a break for a meal.

174.4 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

174.5 The method of working shifts may in any case be varied by agreement between the Employer and the accredited representative of the Union to suit the circumstances of the establishment.

174.5.1 Determined commencing and finishing times of shifts may be varied by agreement between the Employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the Employer giving seven days' notice of alteration to the Employee.

174.6 Afternoon or Night Shift Allowances - Shift workers whilst on afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for such shifts.

174.6.1 Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

174.6.2 An Employee who:

(a) during a period of engagement on shifts, works night shift only; or

(b) remains on night shift for a longer period than four consecutive weeks; or
(c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per cent more than their ordinary rate for all time worked as ordinary working hours on such night shifts.

174.6.3 Notwithstanding anything elsewhere contained in this subclause, Employees who are required to work on an afternoon shift, as defined, on an intermittent basis of from one to five evenings in any week shall be paid 15 per cent more than the ordinary rates for such shift when the shift ceases not later than 9 pm. Where the shift ceases after 9 pm, the Employee shall be paid 20 per cent more than the ordinary rates for such shift.

174.7 Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 174.6 of this clause.

174.8 Overtime - An Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work in accordance with such requirement.

174.9 Sundays and Holidays -

174.9.1 Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three-quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one-half.

174.9.2 Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 175, Holidays and Sunday Work of this Part. Where shifts commence between 11 pm and midnight on a Sunday or a holiday, the time so worked before midnight shall not entitle the Employee to the Sunday or holiday rate. The time worked by an Employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

(a) Where the major portion of a shift falls on a holiday, that shift shall be regarded as the holiday shift.

175. Holidays and Sunday Work

175.1 Except as provided in subclause 174.9 Sundays and Holidays of clause 174, Shift Work of this Part, an Employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until relieved from duty, and double time and one half for work done on Public Holidays, such double time and one half to continue until relieved from duty.

175.2 An Employee not engaged on continuous work who works on a Sunday or a Public Holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until they have had ten
consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.

175.3 An Employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.

175.4 Where public holidays fall on successive days an Employee who works on either the day preceding or succeeding the holiday, but not on both, shall be entitled to payment for the holiday closest to the said day. No payment shall be made if the Employee has ceased work without permission on either of the said days.

175.5 Where an Employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, he/she shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.

175.6 The provisions of subclause 170.10 of clause 170, Hours - Day Workers, of this Part, shall apply to Employees working on Sundays and Holidays.

176. Contract of Employment

176.1 Payment shall be deducted for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work that the Employer cannot reasonably be held responsible for. This is not including time lost for wet weather.

176.2 An Employee not attending for duty shall, except as provided by clause 175, Holidays and Sunday Work of this Part, receive no payment for the actual time of such non-attendance.

176.3 Late Comers: Notwithstanding anything elsewhere contained in this Agreement, Employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an Employee has a legitimate reason for coming late or leaving early and promptly advises the Employer of such.

176.4 An Employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

177. Distant Work

177.1 Distant work is defined as work that requires Employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the Employer with a statement in writing of their usual place of residence. If the Employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The Employee must inform the Employer in writing of any change to their usual place of residence.

177.1.1 This clause will not apply to an Employee who, after four weeks employment is appointed to work as a regular Employee at a permanent workshop, while they are employed at such a workshop.

177.2 An Employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the Employer's expense. If the Employee is
called back to the work site after finishing their daily duties, they again shall be transported to and fro at the Employer’s expense for each occurrence.

177.3 Return fares and travelling time need not be paid to an Employee who:

177.3.1 leaves their employment of their own free will; or

177.3.2 is discharged for misconduct before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.

177.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No Employee shall be paid more than an ordinary day’s wages for any day spent in travelling unless they are on the same day occupied in working for an Employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 23 of Schedule 71, Table 2.

177.5 On distant work reasonable board and lodging shall be provided by the Employer or a weekly (7 day) allowance as set out in Item 24 of Schedule 71, Table 2. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the end of a period of distant work, the allowance shall be all living expenses actually and reasonably incurred but not exceeding the amount as set out in Item 24 of Schedule 71, Table 2.

177.6 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.

177.7 Where an Employee is required to camp either by direction of the Employer or because no reasonable transport facilities are available for the Employee to proceed to and from their home each day, subclauses 177.5 and 177.6 of this clause shall not apply.

177.7.1 For such Employees, the Employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be sealed and lined and artificial lighting provided. If reasonably required, the Employer shall provide a suitable heating appliance for each cubicle.

177.7.2 Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewered where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

177.7.3 Where the circumstances so require, the Employer may, as an alternative, provide caravans for Employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.
177.7.4 An Employee who is required to camp has an entitlement to a daily allowance as specified in Item 25 of Schedule 71, Table 2 for each day they remain in camp. The allowance is not paid for any working day the Employee is absent from duty, except in such cases of sickness or for any reason beyond the Employee’s control.

177.7.5 Leave is reserved to the Employer to apply in respect to the standards of accommodation under this subclause.

177.8 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 26 of Schedule 71, Table 2 on each occasion they return home - provided they:

177.8.1 work as required during the ordinary working hours; and
177.8.2 work on the working day both before and after a weekend; and
177.8.3 notify the Employer no later than the Tuesday of each week; and
177.8.4 return home for the weekend.

177.9 Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 177.7, for the day or days on which they are absent.

177.10 This subclause shall not apply to an Employee who is receiving the allowance rate specified in Item 23 of Schedule 71, Table 2 in lieu of board and lodging being provided by the Employer.

177.11 An Employee shall be deemed to have returned home at the weekend only if this involves him/her in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

177.12 The provisions of this clause shall apply wherever the Employee is engaged.

177.13 An Employee on distant work may return home at a weekend after three months’ continuous service and thereafter at three monthly intervals. The Employee shall be paid any fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the Employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.

177.14 The Employer shall obtain and the applicant shall provide the Employer with a statement in writing of their usual place of residence.

177.15 The Employee shall inform the Employer in writing, of any subsequent change in their usual place of residence.

178. First Aid Allowance

178.1 Where an Employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, he or she shall be paid an additional rate as set in Item 26 of Schedule 71, Table 2.
179. Damage to Clothing or Tools
179.1 An Employee whose clothing is spoiled by acids or sulphur or other deleterious substance, due to the circumstances of their employment shall be recompensed by the Employer to the extent of their loss

180. Excess Fares and Travelling Time
180.1 An Employee who is required by their Employer to work at a job away from their accustomed workplace shall report for work at that job at their usual starting time. For each day spent on such work, Employees will be entitled to be paid travelling time where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop or depot.
180.2 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and one-half. The maximum travelling time to be paid for shall be twelve hours out of every twenty-four

181. Expense Related Allowances
181.1 The Expense Related Allowances set out in Schedule 71, Table 2, Expense Related Allowances of this Part (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) shall be adjusted in accordance with variations to the Crown Employees (Skilled Trades) Award, or any replacement instrument.

182. Exhibition of Agreement
182.1 An up to date copy of this Agreement shall be posted and kept posted by the Employer in a prominent place on the Employer's premises, or Intranet, that is accessible to all Employees.

183. General Leave Conditions and Accident Pay
183.1 General leave conditions and accident pay will be regulated by TAFE policies.

184. Picnic Day
184.1 The first Monday in December of each year shall be the Union Picnic Day.
184.2 All Employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any Employee required to work on such day shall be paid at the rate of double time and one-half, for all time worked on such day, with a minimum payment for four hours work. An Employee who is required to work on a picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.
184.3 An Employer may require from an Employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the Employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
184.4 Where an Employer holds a regular picnic for Employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
184.5 This clause shall apply to Employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the Employer.

184.6 Employees may take the day after the Boxing Day Public Holiday as a public holiday in lieu of the Picnic Day prescribed in this clause.

**SCHEDULE 71 – MONETARY RATES**

**Classification and Grades**

<table>
<thead>
<tr>
<th>Classification and Grades</th>
<th>From 3.7.15 Per Week</th>
<th>From 1.7.16 Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>General assistant assisting tradespersons or employed in a metal and/or electrical workshop</td>
<td>872.60</td>
<td>894.40</td>
</tr>
<tr>
<td>General assistant, other</td>
<td>865.10</td>
<td>886.70</td>
</tr>
<tr>
<td>General assistant/tool storeperson assisting tradespersons or employed in a metal and/or electrical workshop (less than 20 hpw toolstore duties)</td>
<td>887.90</td>
<td>910.10</td>
</tr>
<tr>
<td>General assistant/tool storeperson, other (less than 20 hpw toolstore duties)</td>
<td>916.80</td>
<td>939.70</td>
</tr>
<tr>
<td>Tool Storeperson</td>
<td>926.20</td>
<td>949.40</td>
</tr>
<tr>
<td>Trades assistant (Metal Trades)</td>
<td>872.60</td>
<td>894.40</td>
</tr>
<tr>
<td>Trades assistant (Electrical Trades)</td>
<td>896.30</td>
<td>918.70</td>
</tr>
<tr>
<td>Cupola furnaceperson (foundries)</td>
<td>926.20</td>
<td>949.40</td>
</tr>
</tbody>
</table>

**Table 2 - Allowances**

<table>
<thead>
<tr>
<th>Item No</th>
<th>Clause No</th>
<th>Allowance - Brief Description</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>172.1.1</td>
<td>Cold places</td>
<td>0.76 per hour</td>
<td>0.78 per hour</td>
</tr>
<tr>
<td>2</td>
<td>172.1.2</td>
<td>Confined spaces</td>
<td>0.95 per hour</td>
<td>0.97 per hour</td>
</tr>
<tr>
<td>3</td>
<td>172.1.3</td>
<td>Dirty work</td>
<td>0.76 per hour</td>
<td>0.78 per hour</td>
</tr>
<tr>
<td>4</td>
<td>172.1.4</td>
<td>Height money at a height of 7.5 metres for every additional 3 metres</td>
<td>0.76 per hour, 0.25 per hour</td>
<td>0.78 per hour, 0.26 per hour</td>
</tr>
<tr>
<td>5</td>
<td>172.1.5</td>
<td>Hot places: 46 C - 54 C Above 54 C</td>
<td>0.76 per hour, 0.95 per hour</td>
<td>0.78 per hour, 0.97 per hour</td>
</tr>
<tr>
<td>6</td>
<td>172.1.6</td>
<td>Insulation material Pumice or other recognised insulator Silicate</td>
<td>0.76 per hour, 0.95 per hour</td>
<td>0.78 per hour, 0.97 per hour</td>
</tr>
<tr>
<td>7</td>
<td>172.1.7</td>
<td>Smoke boxes, etc.: Working on repairs to smoke boxes, furnaces, etc. Working on repairs inside oil-fired boilers</td>
<td>0.49 per hour, 1.87 per hour</td>
<td>0.50 per hour, 1.92 per hour</td>
</tr>
<tr>
<td>8</td>
<td>172.1.8 (a)</td>
<td>Wet places</td>
<td>0.76 per hour</td>
<td>0.78 per hour</td>
</tr>
</tbody>
</table>
## Expense Related

<table>
<thead>
<tr>
<th>Item No</th>
<th>Clause No</th>
<th>Allowance - Brief Description</th>
<th>From 3.7.15</th>
</tr>
</thead>
</table>
| 22      | 173.3.3 / 173.8.1 | Meal allowance  
Meal allowance each subsequent meal | 14.70  
12.60 |
| 23      | 177.4     | Distinct work - Expenses of reaching home and of transporting tools from distant work | 22.90 per day |
| 24      | 177.5     | Distinct work - Board and lodging allowance | 496.70 per week |
| 25      | 177.7.4   | Camping allowance | 28.50 per day |
| 26      | 177.8     | Return home at weekend allowance | 39.30 per occasion |
Part F – Skilled Trades

185. Application

185.1 This Part applies to the following Employee classifications:

185.1.1 Carpenter/Joiner/Tool Renovator
185.1.2 Electrical Mechanic
185.1.3 Fitter (Also Moulder)
185.1.4 Fitter/Turner
185.1.5 Mechanical Tradesperson - Special Class
185.1.6 Painter
185.1.7 Plumber
185.1.8 Saw Doctor

185.2 The wages and allowances payable to Employees employed in the classifications listed at 185.1 are set out in Schedule 72 – Rates and Allowances of this Part.

185.3 This Part applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to Casual Employees:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>186</td>
<td>Hours – Day Workers</td>
</tr>
<tr>
<td>190</td>
<td>Mixed Functions</td>
</tr>
<tr>
<td>192</td>
<td>Overtime</td>
</tr>
<tr>
<td>193</td>
<td>Shiftwork</td>
</tr>
<tr>
<td>194</td>
<td>Holidays and Sunday Work</td>
</tr>
<tr>
<td>196</td>
<td>Distant Work</td>
</tr>
<tr>
<td>206</td>
<td>Picnic Day</td>
</tr>
</tbody>
</table>

186. Hours – Day Workers

186.1 Except as provided elsewhere in this Agreement the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

186.1.1 The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00am and 6.00pm Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

186.1.2 By agreement in writing between the Employer and the Employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant Agreement will apply to the alternate day as to the usual rostered day off (RDO).

186.1.3 The agreement regarding the substituted day shall be made at least seven (7) clear days prior to the date of the RDO.
186.1.4 Where an Employee works on their rostered day off in accordance with this sub-clause, they may elect, where practicable, to have another day off before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

186.1.5 Provisions of subclause 186.5 shall not apply where 7 days clear notice is given in accordance with subclause 186.1 of this clause.

186.2 No later than 1 December each year the employer organisation and the Labor Council of N.S.W. Building Trades Group of Unions shall meet to program the calendar so as to ensure that where appropriate rostered days off fall together with Public Holidays as prescribed in clause 194, Holidays and Sunday Work, of this Part.

186.3 Where the fourth Monday or agreed RDO falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the Employer and the Employee.

186.4 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

186.5 Where an Employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards an RDO for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.

186.6 In addition to their accrued entitlements, Employees shall be paid at the rates for Saturday work as provided for in clause 192, Overtime of this Part, if required by the Employer to work on an accrued RDO. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.

186.7 A paid rest period of ten minutes shall be provided between 9am and 11am or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the Employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of Employees on a particular site are covered by Agreements other than this Agreement, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

186.8 Painters shall be allowed five minutes before lunch and before knock off time to clean and put away their brushes, tools, etc., and bridge and wharf carpenters shall be allowed five minutes before ceasing time to wash and put away gear.

187. Allowances

187.1 In addition to the wages and tool allowances prescribed in Schedule 72, Table 1 and Table 2 of this Agreement, the following special rates and allowances as set out in Schedule 72, Table 3 - Allowances shall be paid to Employees.

187.2 Electricians - An electrician who is the holder of a New South Wales Electrician’s licence shall be paid the allowance rate specified in Item 1 of Schedule 72, Table 3.
187.3 Plumber and Drainer - The ordinary rate of wages for Employees in each of the undermentioned classifications shall be calculated by adding to the rate specified in Schedule 72, Table 1 the allowance rate specified in Item 2 of Schedule 72, Table 3:

187.3.1 When required to act on their Plumber's licence;
187.3.2 When required to act on their Gasfitter's licence;
187.3.3 When required to act on their Drainer's licence;
187.3.4 When required to act on their Plumber's and Gasfitter's licence;
187.3.5 When required to act on their Plumber's and Drainer's licence;
187.3.6 When required to act on their Gasfitter's and Drainer's licence;
187.3.7 When required to act on their Plumber's, Gasfitter's and Drainer's licence.

187.4 Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the allowance rate specified in Item 3 of Schedule 72, Table 3. This allowance shall be paid for all purposes of the Agreement with the exception of clause 192, Overtime, and clause 193, Shift Work of this Part. In this case it shall be paid as a flat rate for all hours worked.

187.5 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 4 of Schedule 72, Table 3. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

187.6 Dirty Work:

187.6.1 Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 5 of Schedule 72, Table 3.

(a) In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the Employer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the Employee, or the Employee's representative, including a Union, is dissatisfied with the decision of the Employer the Dispute Resolution Procedures in clause 6 of Section 1 of this Agreement shall apply.

187.7 Height Money: Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 6 of Schedule 72, Table 3. Height shall be calculated from where it is necessary for the Employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an Employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to Employees working on a suitable scaffold erected in accordance with the Work Health & Safety Act 2011.
187.8 Insulation Material: An Employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, shall be paid the allowance rate specified in Item 7 of Schedule 72, Table 3. This rate shall also apply to Employees working in such close proximity so as to be affected by the insulating material.

187.9 Wet Places:

187.9.1 An Employee working in any place where water is continually dripping on the Employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 8 of Schedule 72, Table 3. This extra rate is not payable where an Employee is provided with suitable and effective protective clothing and/or footwear. An Employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.

187.9.2 Where a plumber is required to work in the rain they shall be paid the allowance rate specified in Item 8 of Schedule 72, Table 3 for time so worked.

187.9.3 An Employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 8 of Schedule 72, Table 3.

187.9.4 An Employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 8 of Schedule 72, Table 3. This subclause shall not apply to an Employee who is provided with suitable protective clothing and/or footwear.

187.10 Towers Allowance: An Employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rates specified in Item 9 of Schedule 72, Table 3, for all work above fifteen metres.

187.11 An allowance shall be paid as specified in Item 10 of Schedule 72, Table 3 for all work, other than chokages, that is done in connection with lavatories, urinals, soil or waste pipes where used principally for venereal patients in hospitals or ships. The allowance need not be paid if suitable gloves and (where necessary) suitable boots are supplied to the Employee concerned for use during such work. Gloves and boots remain the property of the Employer.

187.12 Roof Work: Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the allowance rate specified in Item 11 of Schedule 72, Table 3.

187.13 Applying Noxious Substances:

187.13.1 An Employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 12 of Schedule 72, Table 3.

187.13.2 In addition, Employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 12 of Schedule 72, Table 3.
187.13.3 Where there is an absence of adequate natural ventilation, the Employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

187.13.4 Employees working in close proximity to Employees so engaged shall be paid the allowance rate specified in Item 13 of Schedule 72, Table 3.

187.13.5 For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

187.14 Asbestos: Employees required to work with materials containing asbestos or to work in close proximity to Employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate work health authority. Where it is mandatory to wear protective equipment the Employees shall be paid the allowance rate specified in Item 14 of Schedule 72, Table 3 whilst engaged on such work.

187.15 Other Conditions -

187.15.1 The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Agreement as varied from time to time.

188. Tool Allowance

188.1 In addition to the rate of pay as prescribed in Schedule 72, Table 1 - Rate of Pay an Employee of a classification specified in Item 1 of Schedule 72, Table 2 shall be paid a tool allowance as prescribed in that table. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

189. Leading Hands

189.1 Leading hands shall be paid allowances prescribed in Schedule 72 Table 3 - Allowances as follows:

189.1.1 Employees appointed to be in charge of up to and including five Employees as per Item 15 of Schedule 72, Table 3.

189.1.2 Employees appointed to be in charge of more than five and up to and including ten Employees as per Item 16 of Schedule 72, Table 3.

189.1.3 Employees appointed to be in charge of more than ten Employees as per Item 17 of Schedule 72, Table 3.

190. Mixed Functions

190.1 Where an Employee is engaged under this part for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift.

190.2 If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. If an Employee is required to act as
leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

191. Excess Fares and Travelling Time

191.1 An allowance specified in Item 21 of Schedule 72, Table 3 shall be paid by Employers to Employees to compensate for excess fares and travelling time to and from places of work:

191.1.1 the above stated allowance shall not be payable if the Employer provides or offers to provide transport free of charge to the Employees in which case the allowance rate specified in Item 21 of Schedule 72, Table 3 shall be paid.

191.1.2 An Employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.

191.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.

191.2 Allowances specified in Item 22 of Schedule 72, Table 3 shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.

191.2.1 The above stated allowance shall not be payable if the Employer provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 23 of Schedule 72, Table 3 shall be paid.

191.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.

191.2.3 The provisions of this subclause apply to an apprentice only when working away from his/her regular place of employment and/or workshop.

191.3 An Employee who is required by their Employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, Employees will be entitled to an allowance as set out in Item 21 of Schedule 72, Table 3 and at Item 22 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item 21 of Schedule 72, Table 3.

191.3.1 If the Employee receives approval from their Employer to use their own means of transport to and from outside jobs, they are entitled to payment of excess fares based on public transport rates, unless they have an arrangement with their Employer for a regular allowance.

191.4 If an Employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the Employer shall, in addition to the amount they are liable to pay under subclauses 191.1 and/or 191.2 of this clause, pay all travelling time and fares incurred.
192. Overtime

192.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 186, Hours – Day Workers of this Part for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

192.1.1 Except as provided in this subclause or subclause 192.2 of this clause, in computing overtime each day’s work shall stand alone.

192.2 Rest Period after Overtime: Following completion of overtime, an Employee shall either:

192.2.1 Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,

192.2.2 If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.

192.2.3 In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:

   (a) for the purpose of changing shift rosters; or

   (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

   (c) where a shift is worked by arrangement between the Employees themselves.

192.3 Call Back:

192.3.1 An Employee recalled to work overtime after leaving his/her Employer’s business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours’ work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the Employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

   (a) in cases where it is customary for an Employee to return to his/her Employer's premises to perform a specific job outside his/her ordinary working hours or

   (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

192.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 192.2 of this clause, where the actual time worked is less than three hours on each recall or on each of such recalls.

192.3.3 If an Employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 24 of Schedule 72, Table 3 for each subsequent meal. The Employee will be allowed a crib time of 20 minutes.
without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

192.4 Saturday Work - Five Day Week:

A day worker on a five day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 186.7 of clause 186, Hours - Day Workers, of this Part.

192.5 Standing By:

An Employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time he/she is advised of the requirement to stand by. This is subject to any custom now prevailing under which an Employee is required regularly to hold themselves in readiness for a call back.

192.6 Meal Hours - General:

Except as provided in subclause 192.7 of this clause, work done during meal hours thereafter until a meal-hour break is allowed shall be paid for at double time rates. An Employee shall not be compelled to work for more than six hours without a break for a meal.

192.7 Meal Hours - Maintenance Employees, Concrete Pours etc.:

192.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an Employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 192.6 of this clause.

192.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the Employer may alter the lunch break either forward or backward by one hour.

192.8 Tea Money:

An Employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the Employer or paid the allowance rate specified in Item 25 of Schedule 72, Table 3. After the completion of each four hours on continuous overtime the Employee shall be paid the allowance rate specified in Item 25 of Schedule 72, Table 3 for each subsequent meal in addition to his/her overtime payment. Such payment need not be made to Employees living in the same locality as their place of work who can reasonably return home for meals.

192.9 Transport of Employees:

An Employer shall provide transport for an Employee who finishes overtime work or a shift not part of their regular roster, at a time when reasonable means of transport are not available. If transport is not provided the Employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not
apply to an Employee who uses their own vehicle to travel to and from their place of work).

192.10 Compulsory Overtime:

Subject to clause 22, Working Hours, Overtime and Shift Allowances of Section 2 the Employer may direct any Employee to work reasonable overtime at overtime rates provided it is reasonable for the Employee to be required to do so.

192.11 Cribs:

192.11.1 An Employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 186, Hours, Day Workers and Clause 193, Shift Work, of this Part.

192.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

192.12 Limitation of Overtime:

192.12.1 No Employee, including a night shift worker, shall work for more than 16 hours’ overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

193. Shift Work

193.1 Hours – General:

193.1.1 Hours for Employees on shift work shall be thirty eight per week worked over a four week cycle and Employees shall accrue 0.4 of an hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

193.1.2 Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 194, Holidays and Sunday Work of this Part shall be regarded as shifts worked for accrual purposes.

193.1.3 Except as provided above, Employees not working a complete four week cycle shall be paid accrued pro-rate accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment on termination.

193.1.4 The Employer and Employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.
193.1.5 Where an Employer, for emergency reasons requires an Employee to work on his/her rostered day off, the terms and conditions prescribed in clause 186, Hours - Day Workers of this Part shall apply.

193.2 Hours - Continuous Work Shifts: This subclause shall apply to shift workers on continuous work as hereinbefore defined.

193.2.1 The ordinary hours of such shift workers are at the discretion of the Employer, to average 38 hours per week and shall not exceed -

(a) eight in any one day; nor
(b) forty-eight in any one week; nor
(c) eighty-eight in fourteen consecutive days; nor
(d) one hundred and fifty two in twenty-eight consecutive days.

193.2.2 Subject to the following conditions such shift workers shall work at such times as the Employer may require:

(a) a shift shall consist of not more than eight hours, inclusive of crib time.

193.3 Hours - Other than Continuous Work - This subclause shall apply to shift workers not upon continuous work as hereinbefore defined.

193.3.1 The ordinary hours of such shift workers, at the Employers discretion, are an average of 38 hours per week and shall not exceed -

(a) forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or
(b) eighty in fourteen consecutive days in which case an Employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;
(c) one hundred and twenty in twenty one consecutive days in which case an Employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.
(d) Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the Employer. An Employee shall not be required to work for more than six hours without a break for a meal.

193.3.2 Rosters

(a) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

193.3.3 Variation by Agreement

(a) The method of working shifts may in any case be varied by agreement between the Employer and the Employee.
(b) Determined commencing and finishing times of shifts may be varied by agreement between the Employer and the Employee to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the Employer giving seven days’ notice of alteration to the Employee.

193.3.4 Afternoon or Night Shift Allowances

(a) Shift workers whilst on afternoon or night shifts shall be paid 15 percent more than the ordinary rate for such shifts.

(b) Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(c) An Employee who:

(i) during a period of engagement on shifts, works night shift only; or

(ii) remains on night shift for a longer period than four consecutive weeks; or

(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;

(iv) shall during such engagement, period or cycle be paid 30 per centum more than their ordinary rate for all time worked ordinary working hours on such night shifts.

193.3.5 Saturdays

(a) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 193.3.4 of this clause.

193.3.6 Overtime

(b) An Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work in accordance with such requirement.

193.3.7 Sundays and Holidays

(a) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one half.

(b) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 194, Holidays and Sunday Work, of this Part. Where shifts commence between
11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the Employee to the Sunday or holiday rate. The time worked by an Employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

(c) Where the major portion of shifts fall partly on a holiday, that shift shall be regarded as the holiday shift.

193.3.8 Seven Day Shift Workers - A seven day or continuous shift worker is a shift worker who is rostered to work regularly on Sundays and holidays. When their rostered day off falls on a public holiday prescribed by this clause, they shall, at the discretion of the Employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This subclause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.

194. Holidays and Sunday Work

194.1 Except as provided in subclause 193.3.7 of clause 193 Shift Work of this Part an Employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until the Employee is relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until the Employee is relieved from duty.

194.2 An Employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.

194.3 An Employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.

194.4 Where an Employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the Employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.

194.5 The provisions of clause 186, Hours - Day Workers, of this Part shall apply to Employees working on Sundays and Holidays.

195. Contract of Employment

195.1 Payment shall be deducted for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Employer cannot reasonably be held responsible. This is not including time lost for wet weather.

195.2 An Employee not attending for duty shall, except as provided by clause 194, Holidays and Sunday Work, of this Part, shall receive no payment for the actual time of such non-attendance.

195.3 Late Comers: Notwithstanding anything elsewhere contained in this Agreement, Employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not
apply where an Employee has a legitimate reason for coming late or leaving early and promptly advises the Employer of such.

195.3.1 An Employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

196. Distant Work

196.1 Distant work is defined as work that requires Employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the Employer with a statement in writing of their usual place of residence. If the Employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The Employee must inform the Employer in writing of any change to their usual place of residence.

196.1.1 This clause will not apply to an Employee who, after four weeks employment is appointed to work as a regular Employee at a permanent workshop, while they are employed at such a workshop.

196.2 An Employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the Employer’s expense. If the Employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the Employer’s expense for each occurrence.

196.3 Return fares and travelling time need not be paid to an Employee who:

196.3.1 leaves their employment of their own free will; or

196.3.2 is discharged for misconduct before completion of three months employment or before the job is completed, whichever occurs first, or is discharged for incompetence within one week of engagement.

196.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No Employee shall be paid more than an ordinary day’s wages for any day spent in travelling unless they are on the same day occupied in working for an Employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 26 of Schedule 72, Table 3.

196.5

196.5.1 On distant work reasonable board and lodging shall be provided by the Employer or a weekly (7 day) allowance as set out in Item 27 of Schedule 72, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 27 of Schedule 72, Table 3.

196.5.2 The foregoing allowances may be increased if an Employee can satisfy an Employer that they reasonably incurred greater expenses than those covered by such allowances. In the event of disagreement, the Dispute Resolution Procedures contained in clause 6 of Section 1 of this Agreement should be utilised. This does not preclude the matter being referred to Fair Work Australia.

196.5.3 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and
heating with hot and cold running water, in either a single room or twin room if a
single room is not available.

196.6 Employees who wish to return home for the weekends will be paid an allowance at the
rate shown in Item 28 of Schedule 72, Table 3 on each occasion they return home
provided they:

196.6.1 work as required during the ordinary working hours, and
196.6.2 work on the working day both before and after a weekend, and
196.6.3 notify the Employer no later than the Tuesday of each week, and
196.6.4 return home for the weekend.

196.6.5 This subclause shall not apply to an Employee who is receiving the allowance
rate specified in Item 27 of Schedule 72, Table 3 in lieu of board and lodging
being provided by the Employer.

196.6.6 An Employee shall be deemed to have returned home at the weekend only if this
involves the Employee in being absent from his accommodation for not less than
half the hours between ceasing work in the one week and commencing work in
the next week.

196.7 The provisions of this clause shall apply wherever the Employee is engaged.

196.8 Where an Employee is engaged upon distant jobs and is required to reside elsewhere
than on the site of the job they shall be paid the fares and travelling time allowance
prescribed by clause 191, Excess Fares and Travelling Time, of this Part.

196.9 An Employee on distant work may return to their home at a weekend after three
months’ continuous service and thereafter at three monthly intervals. The Employee
shall be paid the fares reasonably incurred in so travelling to their home and to the
place of work. If the work upon which the Employee is engaged will be completed
within twenty-eight days after the expiration of any such period of three months, then
the provisions of this subclause shall not apply.

196.10 If any Employer and Employee engaged on distant work agree in writing and subject
to the procedure outlined in subclause 186.1 of Clause 186, Hours-Day Workers, of
this Part, the Employee may take a paid rostered day off as prescribed in that
subclause, at a mutually agreed time. The agreement shall only provide for a paid day
or days off work up to a maximum accrual of five days.

197. Chokages

197.1 If an Employee is employed upon any chokage and is required to open up:

197.1.1 any soil pipe, waste pipe, drain pipe or pump conveying offensive material
197.1.2 or a scupper containing sewerage
197.1.3 or required to work in a septic tank in operation

the Employee shall be paid the allowance rate specified in Item 18 of Schedule 72,
Table 3 per day or part of a day thereof.
197.2 Fouled Equipment

197.2.1 An Employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in as set out in Item 19 of Schedule 72, Table 3. This allowance shall not apply in circumstances where subclause 197.1 of this clause would normally be paid.

198. First-aid Allowance

198.1 Where an Employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 20 of Schedule 72, Table 3.

199. Damage to Clothing or Tools

199.1 An Employee whose clothing or tools are spoiled by acids or sulphur or other deleterious substance due to the circumstances of their employment shall be recompensed by their Employer to the extent of their loss.

200. Sharpening Tools

200.1 The Employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of carpenters.

200.2 Where such a grindstone or carborundum stone is not driven by mechanical power, the Employer shall provide assistance in turning the grindstone or carborundum stone.

200.3 Saw sharpening and tool grinding may be done by the Employee during the progress of work.

200.4 Where the provisions of subclauses 200.1 and 200.2 of this clause are not observed by the Employer, the Employer shall pay for or provide for grinding of the tools.

201. Insurance of Tools

201.1 The Employer shall insure and keep insured against loss or damage by fire whilst on the Employer's premises such tools of the Employee as are used by the Employee in the course of their employment.

201.2 An Employee shall be entitled to be reimbursed by their Employer for loss of tools up to a value as set out in Item 29 of Schedule 72, Table 3 when such tools are lost by theft from a breaking and entering outside ordinary working hours, where the tools are stored at the Employer's direction on the job.

201.3 The Employee shall, if requested so to do, furnish the Employer with a list of their tools so used.

202. Transport of Employee's Tools

202.1 When an Employee on construction or maintenance work is required to transfer from one job to another, an Employer shall provide transport for the Employee's tools to the nearest public conveyance. On termination of employment, the Employer shall provide transport for the Employee's tools to the nearest public conveyance except where the Employee gives notice or is dismissed for misconduct.
203. Exhibition of Agreement

203.1 An up to date copy of this Agreement shall be posted and kept posted by the Employer in a prominent place on the Employer’s premises, or Intranet, that is accessible to all Employees.

204. Expense Related Allowances

204.1 The Expense Related Allowances set out in Schedule 72, Table 2, Expense Related Allowances of this Part (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) shall be adjusted in accordance with variations to the Crown Employees (Skilled Trades) Award, or any replacement instrument.

205. General Leave Conditions and Accident Pay

205.1 General leave conditions and accident pay will be regulated by TAFE policies.

206. Picnic Day

206.1 The first Monday in December of each year shall be the Union Picnic Day.

206.2 All Employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any Employee required to work on such day shall be paid at the rate of double time and one-half for all time worked on such day, with a minimum payment for four hours work. An Employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.

206.3 An Employer may require from an Employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the Employer requests production of the ticket butt, payment need not be made unless the evidence is produced.

206.4 Where an Employer holds a regular picnic for their Employees on some other working day during the year, such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.

206.5 This clause shall apply to Employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month’s notice is given in writing by the Union to the Employer.

206.6 Employees may take the day after the Boxing Day Public Holiday as a Public Holiday in lieu of the Picnic Day prescribed in this clause.
### Table 1 – Wages

<table>
<thead>
<tr>
<th>Role</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter/Joiner/Tool Renovator</td>
<td>1,042.40</td>
<td>1,068.50</td>
</tr>
<tr>
<td>Electrical Mechanic</td>
<td>1,112.00</td>
<td>1,139.80</td>
</tr>
<tr>
<td>Fitter (Also Moulder)</td>
<td>1,042.40</td>
<td>1,068.50</td>
</tr>
<tr>
<td>Fitter/Turner</td>
<td>1,042.40</td>
<td>1,068.50</td>
</tr>
<tr>
<td>Mechanical Tradesperson - Special Class</td>
<td>1,100.40</td>
<td>1,127.90</td>
</tr>
<tr>
<td>Painter</td>
<td>1,042.40</td>
<td>1,068.50</td>
</tr>
<tr>
<td>Plumber</td>
<td>1,052.80</td>
<td>1,079.10</td>
</tr>
<tr>
<td>Saw Doctor</td>
<td>1,112.00</td>
<td>1,139.80</td>
</tr>
</tbody>
</table>

### WAGES FOR APPRENTICES

72.1 Apprentices shall receive as minimum weekly rates of pay, the following: Per Week

#### 72.1.1

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>450.90</td>
<td>462.20</td>
</tr>
<tr>
<td>2nd year</td>
<td>593.20</td>
<td>608.00</td>
</tr>
<tr>
<td>3rd year</td>
<td>759.80</td>
<td>778.80</td>
</tr>
<tr>
<td>4th year</td>
<td>876.70</td>
<td>898.60</td>
</tr>
</tbody>
</table>

72.1.2 An apprentice is entitled to an additional $1.07 per week for each successfully completed year of TAFE training. This includes a pass in the examinations and being given a satisfactory report as to conduct, punctuality and workshop progress by the relevant supervisor. The allowance will be payable from the beginning of the first pay period commencing in January following the examinations.

72.1.3 An apprentice who, in any year fails to complete a subject or subjects but subsequently completes them in concurrence with the succeeding year’s examinations qualifies for payment of the allowance specified in this subclause for the succeeding year as if they had not initially failed to complete the subject or subjects.

72.1.4 All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.

72.1.5 Apprentice patternmakers shall be paid the sum of $1.07 per week in addition to the rates of wages prescribed in table 1.
Table 2 – Tool Allowances

An Employee under this Agreement of a classification as listed underneath shall receive the prescribed tool allowance. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Tool Allowances – Expense Related</th>
<th>3.7.15</th>
</tr>
</thead>
<tbody>
<tr>
<td>188</td>
<td>Carpenter</td>
<td>30.40</td>
</tr>
<tr>
<td></td>
<td>Drainer</td>
<td>30.40</td>
</tr>
<tr>
<td></td>
<td>Fitter</td>
<td>30.40</td>
</tr>
<tr>
<td></td>
<td>Painter</td>
<td>7.40</td>
</tr>
<tr>
<td></td>
<td>Plumber</td>
<td>30.40</td>
</tr>
<tr>
<td></td>
<td>Plumber and Gasfitter</td>
<td>30.40</td>
</tr>
<tr>
<td></td>
<td>Plumber, Gasfitter and Drainer</td>
<td>30.40</td>
</tr>
<tr>
<td></td>
<td>Turner</td>
<td>30.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Tool Allowances – Electrical – Wage Related</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>188</td>
<td>Electrical Fitter</td>
<td>20.70</td>
<td>21.20</td>
</tr>
<tr>
<td></td>
<td>Electrical Fitter/Mechanic</td>
<td>20.70</td>
<td>21.20</td>
</tr>
<tr>
<td></td>
<td>Plant Electrician</td>
<td>20.70</td>
<td>21.20</td>
</tr>
<tr>
<td></td>
<td>Radio Mechanic and Fitter</td>
<td>20.70</td>
<td>21.20</td>
</tr>
<tr>
<td></td>
<td>Refrigeration and/or Air Conditioning Mechanic</td>
<td>20.70</td>
<td>21.20</td>
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</table>

Table 3 – Allowances

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Clause No.</th>
<th>Brief Description</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>187.2</td>
<td>Electrician who is holder of a NSW electrician’s licence: A Grade Licence (p.w.)</td>
<td>50.40</td>
<td>51.70</td>
</tr>
<tr>
<td>2</td>
<td>187.3</td>
<td>Plumber and Drainer when required to act on: plumbers, gasfitters and drainers licence (p.h.)</td>
<td>2.43</td>
<td>2.49</td>
</tr>
<tr>
<td>3</td>
<td>187.4</td>
<td>Registration allowance (p.h.)</td>
<td>0.98</td>
<td>1.00</td>
</tr>
<tr>
<td>4</td>
<td>187.5</td>
<td>Confined spaces (p.h.)</td>
<td>1.00</td>
<td>1.03</td>
</tr>
<tr>
<td>5</td>
<td>187.6</td>
<td>Dirty work (p.h.)</td>
<td>0.83</td>
<td>0.85</td>
</tr>
<tr>
<td>6</td>
<td>187.7</td>
<td>Height money: 7.5 metres from ground, deck, floor or water (p.h.)</td>
<td>0.83</td>
<td>0.85</td>
</tr>
<tr>
<td>7</td>
<td>187.8</td>
<td>Handling insulation material (p.h.)</td>
<td>1.00</td>
<td>1.03</td>
</tr>
<tr>
<td>8</td>
<td>187.9</td>
<td>Wet places.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td>---</td>
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</tr>
<tr>
<td>where water other than rain is falling and required to work in wet clothing or boots (p.h.)</td>
<td>0.83</td>
<td>0.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>where required to work in the rain (p.h.)</td>
<td>0.83</td>
<td>0.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>called upon to work on a raft, open board, punt or having a freeboard of 305mm or less (p.d.)</td>
<td>3.19</td>
<td>3.27</td>
<td></td>
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</tr>
<tr>
<td>called upon to work knee-deep in mud or water (p.d.)</td>
<td>6.44</td>
<td>6.60</td>
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<td></td>
</tr>
<tr>
<td>9</td>
<td>187.10</td>
<td>Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)</td>
<td>0.83</td>
<td>0.85</td>
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<tr>
<td>10</td>
<td>187.11</td>
<td>Soil pipes (p.h.)</td>
<td>1.00</td>
<td>1.03</td>
</tr>
<tr>
<td>11</td>
<td>187.12</td>
<td>Roof work: work in excess of 12 metres from the nearest floor level (p.h.)</td>
<td>1.00</td>
<td>1.03</td>
</tr>
<tr>
<td>12</td>
<td>187.13.1 &amp; 187.13.2</td>
<td>Application of epoxy based Materials or Materials of a like nature (p.h.)</td>
<td>1.00</td>
<td>1.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Application of such material in Buildings which are normally Air conditioned (p.h.)</td>
<td>0.69</td>
<td>0.71</td>
</tr>
<tr>
<td>13</td>
<td>187.13.4</td>
<td>Working in close proximity to Employees so engaged (p.h.)</td>
<td>0.83</td>
<td>0.85</td>
</tr>
<tr>
<td>14</td>
<td>187.14</td>
<td>Materials containing asbestos (p.h.)</td>
<td>1.00</td>
<td>1.03</td>
</tr>
<tr>
<td>15</td>
<td>189.1.1</td>
<td>Employee appointed to be in charge of up to and including five Employees (p.w.)</td>
<td>52.00</td>
<td>53.30</td>
</tr>
<tr>
<td>16</td>
<td>189.1.2</td>
<td>Employee appointed to be in charge of more than five and up to and including ten Employees (p.w.)</td>
<td>66.40</td>
<td>68.10</td>
</tr>
<tr>
<td>17</td>
<td>189.1.3</td>
<td>Employee appointed to be in charge of more than ten Employees (p.w.)</td>
<td>86.50</td>
<td>88.70</td>
</tr>
<tr>
<td>18</td>
<td>197.1</td>
<td>Chokages pipe or pump (p.d.)</td>
<td>9.57</td>
<td>9.81</td>
</tr>
<tr>
<td>19</td>
<td>197.2</td>
<td>Fouled Equipment</td>
<td>9.57</td>
<td>9.81</td>
</tr>
<tr>
<td>Expense Related</td>
<td>Description</td>
<td>From 3.7.15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21 191.1</td>
<td>Excess fares and travelling time to and from place of work</td>
<td>23.70 p.d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>191.1.1</td>
<td>If Employer provides or offers to provide transport free of charge</td>
<td>9.50 p.d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 191.2</td>
<td>Excess fares and travelling to and from work:</td>
<td>19.90 p.d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- first year apprentices (or probationers)</td>
<td>23.10 p.d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- to all other apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23 191.2.1</td>
<td>If Employer provides or offers to provide transport free of charge</td>
<td>7.90 p.d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- to first year apprentices</td>
<td>9.40 p.d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- to all other apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 192.3.3</td>
<td>Meal allowance:</td>
<td>14.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- after working in excess of four hours</td>
<td>12.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 192.8</td>
<td>Tea Money:</td>
<td>14.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- required to work overtime for one and a half hours or more without being</td>
<td>12.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>notified on the previous day or earlier, for a meal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- after each four hours on continuous overtime, for each meal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26 196.4</td>
<td>Expenses of reaching home and of transporting tools from distant work</td>
<td>22.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27 196.5.1</td>
<td>Allowance for board and lodging:</td>
<td>496.70 p.w.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- while on distant work</td>
<td>71.00 p.d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- for broken parts of week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28 196.6</td>
<td>Returning home for the weekend from distant work</td>
<td>39.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29 201.2</td>
<td>Reimbursement for loss of tools</td>
<td>1,767.10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Part G – Hospitality Employees

207. Application

207.1 This part applies to the following Employee classifications:

207.1.1 Hospitality Services Officer (Grade 1 – 6)
207.1.2 Hospitality Administration and Front Office (Grade 1 – 3)
207.1.3 Hospitality Administration and Front Office Supervisor

207.2 The wages, and allowances payable to Employees employed in the classifications listed at 207.1 are set out in Schedules 73 and 74 of this Part.

207.3 This Part applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to Casual Employees:

208. Types of Employment

208.1 General

208.1.1 Employees under this Part will be employed in one of the following categories:

(a) Full-time Employees; or
(b) Part-time Employees; or
(c) Casual Employees.

208.1.2 At the time of engagement the Employer will inform each Employee of the terms of their engagement and in particular whether they are to be Full-time, Part-time or Casual.

208.2 Casual Employment

208.2.1 A Casual Employee is an Employee engaged as such.

208.2.2 A Casual Employee shall be paid per hour at the rate of 1/38 of the weekly rate prescribed for the class of work performed, plus the appropriate undermentioned addition to that rate:

(a) On any ordinary day Monday to Friday inclusive for all time worked, an additional 25 per cent of the wages prescribed in Schedule 73 – Classifications and Wage Rates of this Part for the classification in which the Employee is casually employed.

(b) On Saturday and Sunday for all time worked an additional 50 per cent for Saturday and 75 per cent for Sunday of the wages prescribed in Schedule 73.
73 – Classifications and Wage Rates of this Part for the classification in which the Employee is casually employed.

(c) On a holiday as prescribed in clause 47, Public Holidays in Section 3 of this Agreement:

(i) a casual employed in any capacity in or in connection with flats and residential chambers and establishments of a like nature will receive an additional 150 per cent of wages prescribed in Schedule 73 – Classifications and Wage Rates of this Part for the classification in which the Employee is casually employed;

(ii) all other casuals will receive an additional 175 per cent of wages prescribed in Schedule 73 – Classifications and Wage Rates of this Part for the classification in which the Employee is casually employed.

(d) A Casual Employee shall be employed with a minimum payment of two hours pay for each engagement at the appropriate rate that would have been payable had the Employee worked.

(e) For the purposes of this Part engagement means the period or periods for which the Employer notifies the Employee that he or she is so required to attend on any one day. Each period of engagement stands alone and is treated as an engagement of not less than two hours, and is paid for as such.

(f) In this clause, ordinary earnings means $1/38 of the wages prescribed in Schedule 73, Classification and Wage Rates of this Part, plus an additional 25 per cent.

208.3 Part-time Employees

208.3.1 An Employer may employ Part-time Employees in any classification in this Part.

208.3.2 A Part-time Employee is an Employee who:

(a) works less than full-time hours of 38 per week; and

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of Full-time Employees who do the same kind of work.

208.3.3 At the time of engagement the Employer and the Part-time Employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.

208.3.4 Any agreed variation to the regular pattern of work will be recorded in writing.

208.3.5 The Employer is required to roster a regular Part-time Employee for a minimum of three consecutive hours on any shift.
208.3.6 An Employee who does not meet the definition of a Part-time Employee and who is not a full-time Employee will be paid as a casual Employee in accordance with subclause 208.2, Casual Employment.

208.3.7 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 214, Overtime of this Part.

208.3.8 A regular Part-time Employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

208.4 Apprentices

208.4.1 (a) An Employee apprenticed in accordance with the provisions of the Apprenticeship and Traineeship Act 2001 must be paid the percentage of the total wage prescribed for Hospitality Services Grade 4 as follows:

<table>
<thead>
<tr>
<th>Year of Apprenticeship</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>55%</td>
</tr>
<tr>
<td>Second year</td>
<td>65%</td>
</tr>
<tr>
<td>Third year</td>
<td>80%</td>
</tr>
<tr>
<td>Fourth year</td>
<td>95%</td>
</tr>
</tbody>
</table>

(b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded; 5 cents and over will go to the higher 10 cents.

208.4.2 Waiting Trade

(a) An Employee apprenticed in accordance with the provisions of the Apprenticeship and Traineeship Act 2001 (NSW) must be paid the percentage of the total wages prescribed for a qualified waiter in Hospitality Services Grade 4 as follows:

<table>
<thead>
<tr>
<th>Year of Apprenticeship</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months</td>
<td>70%</td>
</tr>
<tr>
<td>Second six months</td>
<td>85%</td>
</tr>
<tr>
<td>Third six months</td>
<td>Midway between the total rate prescribed for Hospitality Services Grade 2 and Hospitality Services Grade 4</td>
</tr>
<tr>
<td>Fourth six months</td>
<td>Midway between the total rate prescribed for third six months, above, and Hospitality Services Grade 4</td>
</tr>
<tr>
<td>Fifth six months</td>
<td>Midway between the total rate prescribed for third six months, and Hospitality Services Grade 4</td>
</tr>
</tbody>
</table>

(b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded; 5 cents and over will go to the higher 10 cents.
(c) All matters prescribed in subparagraph (a) of this paragraph only apply to apprentices wages and in no other way supersede or affect any other provisions of the Apprenticeship and Traineeship Act 2001.

208.5 Juniors

208.5.1 Other Than Office Juniors

(a) The minimum rates of wages for junior Employees shall be the undermentioned percentages of the total rate prescribed for the adult classification appropriate to the work performed for the area in which work is performed.

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 years of age and under</td>
<td>60%</td>
</tr>
<tr>
<td>18 years of age</td>
<td>70%</td>
</tr>
<tr>
<td>19 years of age</td>
<td>85%</td>
</tr>
<tr>
<td>20 years of age</td>
<td>100%</td>
</tr>
</tbody>
</table>

208.5.2 Junior Office Employees

(a) The minimum rates of wages for junior office Employees shall be the undermentioned percentages based on the total adult rate for the Hospitality Administration and Front Office Grade 1 classification.

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16 years of age</td>
<td>45%</td>
</tr>
<tr>
<td>At 16 years of age</td>
<td>55%</td>
</tr>
<tr>
<td>At 17 years of age</td>
<td>65%</td>
</tr>
<tr>
<td>At 18 years of age</td>
<td>75%</td>
</tr>
<tr>
<td>At 19 years of age</td>
<td>90%</td>
</tr>
<tr>
<td>At 20 years of age</td>
<td>100%</td>
</tr>
</tbody>
</table>

(b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded, 5 cents and over will go to the higher 10 cents.

208.5.3 Junior Employees, on reaching the age of 18 years, may be employed in the sale of liquor. However, where such a junior is employed, the adult rate for the work being performed shall be paid.

208.5.4 The Employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior Employee. If a birth certificate is required, the cost of it shall be borne by the Employer.

209. Supported Wage System for Employees with Disabilities

209.1 Workers Eligible For A Supported Wage - This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Part. In the context of this clause, the following definitions will apply:
209.1.1 Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in Supported Wage System Handbook.

209.1.2 Approved assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

209.1.3 Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

209.1.4 SWS wage assessment agreement means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

209.2 Eligibility Criteria

209.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

209.2.2 The clause does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this Part relating to the rehabilitation of Employees who are injured in the course of their current employment.

209.3 Supported Wage Rates

209.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed Capacity</th>
<th>% of Prescribed Agreement Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(subclause 209.4)</td>
<td></td>
</tr>
<tr>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>30%</td>
<td>30%</td>
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<td>40%</td>
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<td>60%</td>
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<tr>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

209.3.2 Provided that the minimum amount payable shall be not less than $78.81 per week.

209.3.3 Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.
209.4 Assessment of Capacity - For the purpose of establishing the percentage of the agreement rate to be paid to an Employee under this agreement, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a union to which the Employee is eligible to join.

209.5 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record.

209.6 Lodgement of SWS wage assessment agreement

209.6.1 All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the Employee, shall be lodged by the Employer with Fair Work Australia.

209.6.2 All SWS wage assessment agreements shall be agreed and signed by the parties to the assessment. Where a Union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by Fair Work Australia to the Union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

209.7 Review of Assessment - The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

209.8 Other Terms and Conditions of Employment - Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Part paid on a pro rata basis.

209.9 Workplace Adjustment - An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the areas.

209.10 Trial Period

209.10.1 In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except in some cases additional work adjustment time (not exceeding four weeks) may be needed.

209.10.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

209.10.3 The minimum amount payable to the Employee during the trial period shall be no less than $78.81 per week.

209.10.4 Work trials should include induction or training as appropriate to the job being trialled.
209.10.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 209.4.

210. Mixed Functions

210.1 An Employee engaged for two or more hours on one day on duties carrying a higher rate than the ordinary classification shall be paid the higher rate for such day. If for less than two hours, he or she shall be paid the higher rate for the time so worked.

210.2 A higher paid Employee shall, when necessary, temporarily relieve a lower paid Employee without loss of pay.

211. Allowances

211.1 Meal Allowance

211.1.1 A full time or regular Part-time Employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the Employer or paid $13.49 meal money.

211.1.2 If an Employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, he or she shall be paid as above prescribed for the meal which he or she has provided but which is surplus.

211.2 Broken periods of work allowance

211.2.1 A full time or regular Part-time Employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

<table>
<thead>
<tr>
<th>Spread of hours</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 10</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>10 but under 10-1/2</td>
<td>1.46</td>
<td>1.50</td>
</tr>
<tr>
<td>10-1/2 but under 11-1/2</td>
<td>2.89</td>
<td>2.96</td>
</tr>
<tr>
<td>11-1/2 or more</td>
<td>4.35</td>
<td>4.46</td>
</tr>
</tbody>
</table>

211.3 Penalty rates not cumulative

211.3.1 Except as provided in clause 213, Meal Breaks of this Part where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty, but shall be subject to that penalty which is to the Employee’s greatest advantage.

211.4 Laundry allowance

211.4.1 Where any Employee is required to wear a special uniform such uniform shall be provided and laundered by the Employer free of cost to the Employee or if mutually agreed that the Employee shall launder such uniform the Employer shall pay the Employee $2.74 for each uniform so laundered with a maximum of $8.56 per week.
211.5 Clothing, equipment and tools

211.5.1 Where it is necessary that an Employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the Employer must reimburse the Employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the Employee. Where protective clothing is supplied without cost to the Employee, it will remain the property of the Employer.

211.5.2 Where the Employer requires an Employee to provide and use any tools, brushes, knives, choppers, implements, utensils and materials, the Employer must reimburse the Employee for the cost of purchasing such equipment. The provisions of this clause shall not apply where the Employer supplied such items without cost to the Employee.

211.5.3 An Employer may require an Employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and the value of them. If, when an Employee ceases employment the Employee does not return the item/s of uniform and property (or any of them) in accordance with receipt the Employer will be entitled to deduct the value as stated on the receipt from the Employees’ wages.

211.5.4 In the case of genuine wear and tear, damage, loss, or theft that is not the Employee’s fault the provision of 211.5.3 will not apply.

211.6 Travelling, transport and fares

211.6.1 Where an Employee is detained at work until it is too late to travel by the last ordinary train, tram, vessel or other regular conveyance to his or her usual place of residence the Employer shall either provide proper conveyance or provide accommodation for the night free of charge.

211.6.2 If an Employee is required to start work before his ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey him or her from his or her usual place of residence to the place of employment, the Employer shall provide a conveyance or pay the cost thereof.

211.6.3 Where a full time or regular Part-time Employee is engaged for work outside a distance of 44 kilometres from the place of engagement he or she shall be paid all fares actually and necessarily incurred in travelling from the place of engagement to the place of employment; provided that if the Employee leaves his or her place of employment or is dismissed for misconduct within a period of three months of the date engagement, the Employer may recover from the Employee the fare paid on engagement.

211.7 Overnight Stay

211.7.1 Where the Employer requests and an Employee agrees to stay overnight on the Employer’s premises for a period outside that of the Employee’s normal rostered hours of duty, the following arrangements shall apply:

(a) An Employee shall be entitled to an amount of $46.36 per overnight stay period.
(b) This payment shall be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an Employee up to a total of one hour’s duration.

(c) Any work necessarily performed during an overnight stay period by the Employee in excess of a total of one hour’s duration shall be paid for at the rate of time and one half. The payments referred to above shall not extend beyond the period of the overnight stay.

(d) Any time worked under (b) or (c) shall not be taken into account for the purposes of clause 208, Types of Employment, clause 212, Hours of Work or clause 214, Overtime of this Part.

(e) An Employee required to stay overnight in accordance with this clause without being notified on the previous day or earlier that he or she will be so required shall either be supplied with a meal by the Employer or paid $13.49 meal money.

212. Hours of Work

212.1 The ordinary hours of work of a full-time Employee are an average of 38 hours per week.

212.1.1 The average of 38 hours per week is to be worked in one of the following ways:

(a) a nineteen day month, of eight hours each day;

(b) four days at eight hours and one of six hours;

(c) four days at nine and a half hours per day;

(d) five days of seven hours and 36 minutes per day;

(e) 152 hours per each four week period; or

(f) 160 hours per each four week period, with a day banked per period up to a maximum of five.

(g) any combination of the above.

212.2 The arrangement for working the average of 38 hours per week is to be agreed between the Employer and the Employee from the alternatives in clause 212.1.

212.3 The agreed hours of work arrangement must meet the following conditions:

212.3.1 A minimum of six hours and a maximum of eleven and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.

212.3.2 An Employee cannot be rostered to work for more than ten hours per day on more than three consecutive days without a break of at least 48 hours.

212.3.3 No more than eight days of more than ten hours may be worked in a four week period.

212.3.4 An Employee shall be entitled to eight full days off per four week period; and
212.3.5 No Employee shall work more than ten days in succession without a rostered day off.

212.4 Broken Shifts - Spread of Hours - Where broken shifts are worked the spread of hours can be no greater than twelve hours per day.

212.5 Wage Entitlements - Employees shall be entitled to a week’s wages in accordance with Schedule 73 – Classification and Wage Rates of this Part.

212.6 Sickness on Rostered Day Off - Where an Employee is sick or injured on his/her rostered day off he/she shall not be entitled to sick pay nor shall the sick pay entitlement be reduced as a result of sickness or injury on that day.

212.7 Work Outside Daily Hours

212.7.1 Full-time or Part-time Employees who are required to work any of their ordinary hours outside the hours of 7.00 am to 7.00 pm on Monday to Friday inclusive shall be paid:

(a) Monday–Friday—7.00 pm to midnight: 10% of the Level 4 hourly rate per hour or any part of an hour for such time worked within the said hours;

(b) Monday–Friday—midnight to 7.00 am: 15% of the Level 4 hourly rate per hour or any part of an hour for such time worked within the said hours;

(c) With a minimum payment of $2.97 for any one day

212.8 Posting of Roster

212.8.1 A roster for all full time and regular Part-time Employees showing normal starting and finishing time and the surname and initials of each Employee shall be prepared by the Employer and shall be posted in a conspicuous place or places accessible to the Employees concerned.

212.8.2 The roster for full time and regular part time Employees shall be alterable by mutual consent at any time or, in the case of a full time Employee, by amendment on 7 days’ notice.

212.8.3 Where practicable, 2 weeks’ notice of rostered day or days off shall be given provided that the days off may be changed by mutual consent or through absence through sickness or other cause over which the Employer has no control.

212.9 Work on Rostered Days Off - All work performed on an Employee’s rostered day off shall be paid for at double time, with a minimum of 4 hours at the rate of double time.

212.10 Make-Up Time

212.10.1 An Employee may elect, with the consent of the Employer, to work "make-up time", under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Part, at the ordinary rate of pay.

212.10.2 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.

213. Meal Breaks

213.1 Meal Breaks

213.1.1 Each Employee shall be granted a meal interval of not less than 30 minutes to be commenced after completing one hour 30 minutes and not later than 6 hours of duty. Provided that an Employee allowed a crib break of not less than 20 minutes pursuant to subclause 213.1.4 hereof shall be deemed to have been allowed the meal interval provided in this clause.

213.1.2 The foregoing provision does not have to apply to casual or Part-time Employees who are rostered for 6 hours or less in any day.

213.1.3 Where it is not possible to grant the meal interval on any day the said meal interval shall be treated as time worked and paid at the rate for the day plus half time additional at the ordinary weekly rate, until released for a meal. Provided that where an Employee is required to exceed 5 hours work after the first meal interval he or she shall be granted a further meal interval of 20 minutes to be treated as time worked.

213.1.4 Where an Employee’s hours of work falls wholly between 11.00 pm and 8.00 am the Employee including a Part-time Employee shall be allowed a crib break of not less than 20 minutes which shall be counted as time worked.

214. Overtime

214.1 Reasonable Overtime

214.1.1 Subject to clause 22, Working Hours, Overtime and Shift Allowances of Section 2 of this Agreement the Employer may require an Employee to work reasonable overtime at overtime rates or as otherwise provided for in this Part.

214.2 All time worked by a full time Employee in excess of the ordinary hours and/or outside the spread of hours or outside the rostered hours prescribed in clause 212, Hours of Work of this Part shall be overtime and shall be paid for at the following rates:

214.2.1 Monday to Friday inclusive time and a half for the first 2 hours and double time for all work thereafter.

214.2.2 Between midnight Friday and midnight Saturday time and 3/4 for the first 3 hours and double time for all time worked thereafter.

214.2.3 Between midnight Saturday and midnight Sunday double time for all time worked.

214.2.4 Overtime on any day shall stand alone.

214.2.5 If an Employee is so long on overtime duty following his or her normal finishing time that he or she has not had 8 hours interval before his or her next regular starting time such Employee shall be allowed at least 8 consecutive hours interval without deduction of pay or shall be paid at overtime rates for all time of duty until such Employee has had at least 8 hours interval.
214.3 Despite the rate prescribed in clause 214.2.1, 214.2.2 and 214.2.3 at the instigation of the Employee there may be an agreement in writing between the Employee and Employer to take time-off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual.

214.4 A Part-time Employee is paid at overtime rates in the circumstances specified in clause 208.3.7 of this Part.

214.5 Time Off in Lieu of Payment for Overtime

214.5.1 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.

214.5.2 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.

214.5.3 If, having elected to take time as leave in accordance with paragraph 214.5.1 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.

215. Saturday Work

215.1 All ordinary time worked by full time or Part-time Employees from midnight Friday to midnight Saturday shall be paid for at the rate of time and a quarter.

216. Sunday Work

216.1 All ordinary time worked by full-time or Part-time Employees from midnight Saturday to midnight Sunday shall be paid for at the rate of time and three quarters.

217. Public Holidays

217.1 Unless directed to attend for duty by the Managing Director, an Employee is entitled to be absent from duty without loss of pay on any day specified in clause 47, Public Holidays in Section 3 of this Agreement.

217.2 Payment for work on a public holiday

217.2.1 All time worked by a full-time Employee on prescribed public holiday as per clause 47, Public Holidays in Section 2 of this Agreement, shall be paid for at the rate of double time and one-half for the hours worked, with a minimum of four hours additional pay. Alternatively, such Employees who work on a prescribed holiday, may, by agreement, perform such work at time and one-half the ordinary Monday to Friday rate, provided that the equivalent of the time worked is also added to the Employee’s annual leave or one day in lieu of such public holiday shall be allowed to the Employee during the week in which such holiday falls. Provided that such holiday may be allowed to Employees within 28 days of such holidays falling due.

217.2.2 Casual Employees working on a public holiday prescribed by this clause, shall be paid according to the provisions of clauses 208.2.2(c) and 208.2.2(e) of this Part.
217.2.3 Regular Part-time Employees required to work on a public holiday prescribed by this clause shall be paid (at the rate of double time and a half for all time worked) according to the provisions of clauses 208.3.4, 208.3.5 and 208.3.6 of this Part.

217.3 Rostered Day Off Coinciding With a Holiday

217.3.1 Where a full time Employee's rostered day or days off coincide(s) with a holiday prescribed in this Agreement, the holiday shall not be a holiday for such Employee and the holiday shall be substituted in one of the methods following:

(a) one day with pay added to the annual leave;

(b) payment of one day's pay shall be made to the Employee on the next succeeding pay day;

(c) such holiday may be allowed off with pay to the Employee within 28 days after such holiday falls;

Note: one of the above methods must be mutually agreed upon by the Employee and the Employer. Failing such agreement the provision prescribed in 217.3.1(a) hereof shall apply.

217.3.2 A regular Part-time Employee (as defined in subclause 208.3) is to be entitled to the public holidays provided in clause 47, Public Holidays in Section 3 of this Agreement without loss of pay if those Public Holidays fall on days the Employee would normally work in accordance with clause 208.3 of this Part.

217.3.3 An Employer must not alter an Employee's roster on any occasion so as to avoid any of the provisions of this clause. Where a roster is altered so as to avoid or reduce payment due or the benefit applicable under this clause, the Employee must be paid for such holiday/s as if the roster had not been changed.
Schedule 73 – Classifications and Wage Rates

73.1 Hospitality Services

73.1.1 Hospitality Services grade 1 means an Employee who is primarily engaged in one or more of the following:

(a) cleaning, tidying and general assistant of kitchen, food preparation, customer service areas, including the cleaning of equipment, crockery and general utensils;
(b) assembly and preparation of ingredients for cooking;
(c) handling, storing and distributing goods, including pantry items and linen;
(d) setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
(e) assisting Employees who are cooking;
(f) general cleaning duties;
(g) providing general assistance to Employees of a higher grade not including cooking or direct service to customers;
(h) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
(i) the collection and/or delivery of guests personal dry-cleaning and laundry, linen and associated materials to and from accommodation areas;
(j) parking guests cars.

73.1.2 Hospitality services grade 2 means an Employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:

(a) receiving, storing and distributing goods;
(b) servicing accommodation areas and cleaning thereof;
(c) tray service to guests’ rooms;
(d) transferring guests’ baggage and/or property;
(e) driving a passenger vehicle or courtesy bus;
(f) providing butler service, basic food and beverage services with personalised guest services;
(g) assisting in dry-cleaning process;
(h) cleaning duties using specialised equipment and chemicals;
(i) handyperson, which means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in
and about the Employer's premises and other general duties such as pool, garden, etc.;

(j) security officer;

(k) preparing and/or cooking a limited range of basic food items such as breakfasts, grills and snacks and a cook employed alone;

(l) undertaking general waiting duties in a restaurant of food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;

(m) supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;

(n) taking reservations, greeting and seating guests, taking telephone orders;

(o) assisting in the cellar;

(p) receipt of monies;

(q) attending a snack bar, buffet or meal counter;

(r) attending in a coffee shop or espresso bar;

(s) attending in a shop.

73.1.3 Hospitality services grade 3 means an Employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

(a) undertaking general cooking duties, including a la carte cooking, baking, pastry cooking;

(b) undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;

(c) supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;

(d) receipt of monies;

(e) receiving, storing and distributing goods;

(f) assisting in the training, co-ordination and supervision of Employees of lower grades;

(g) major repair of linen and/or clothing including basic tailoring and major alterations and refitting;

(h) dry-cleaning;
(i) handyperson, which means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the Employer’s premises and other general duties such as pool, garden, etc.;

(j) providing butler services, basic food and beverage services with personalised guest services;

(k) cellar work, including stock control, ordering and the receipt, delivering and reordering of goods within such area;

(l) designing and mixing a range of sophisticated cocktails and other drinks. May include stocktaking and ordering of stock;

(m) supervising, training and co-ordination of Employees of lower grades;

(n) taking reservations, greeting and seating guests and taking telephone orders.

73.1.4 Hospitality services grade 4 means an Employee who has completed an apprenticeship or who has passed the appropriate trade test and who is engaged in any of the following:

(a) undertaking general cooking duties including a la carte, baking, pastry cooking, butchery, waiting, butler.

73.1.5 Hospitality services grade 5 means an Employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

(a) solely responsible for other cooks and other kitchen Employees in a single kitchen establishment where no other trade qualified cooks are employed;

(b) supervising, training and co-ordinating food and beverage staff including maintenance of service and operational standards, preparation of operational reports and staff rostering;

(c) general or specialised cooking duties including the training and supervision of other cooks and kitchen staff and relieving Hospitality Services Grade 6 Employees on their rostered days off or when on annual or other leave;

(d) supervising, training and co-ordinating the work of Employees engaged in the housekeeping area.

73.1.6 Hospitality services grade 6 means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchery, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:

(a) general and specialised duties including supervision or training of other trade qualified cooks, ordering and stock control;

(b) solely responsible for other cooks and other kitchen Employees in a single kitchen establishment where other trade qualified cooks are employed.

73.2 Administration Front Office
73.2.1 Hospitality administration and front office grade 1 means an Employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:

(a) front office duties such as receptionist, telephonist, cashier or reservations;
(b) performs basic clerical and routine office duties such as collating, filing, photocopying and delivering messages;
(c) general clerical duties such as typing, basic data entry and calculation functions;
(d) accounts;
(e) night auditing in addition to any of the above duties such Employee may also be required to perform any of the duties of Hospitality services grade 2 or below;
(f) guest relations officer.

73.2.2 Hospitality administration and front office grade 2 means an Employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

(a) front office duties such as receptionist, telephonist, cashier or reservations;
(b) clerical and other office duties;
(c) general clerical duties such as typing, basic data entry and calculation functions;
(d) accounts;
(e) night auditing in addition to any of the above duties such Employee may also be required to perform any of the duties of Hospitality services grade 2 or below;
(f) assistant in sales, and/or marketing;
(g) guest relations officer.

73.2.3 Hospitality administration and front office grade 3 means an Employee appointed as such who has the appropriate level of training and

(a) who carries out general secretarial or stenographic duties, clerical duties of an advanced nature, and
(b) who has recognised experience in complex duties and may be
(c) responsible for guidance of other office personnel including juniors and may check and allocate their work, or
(d) who is responsible for sales and marketing
(e) and/or is in the front office engaged in duties including assisting in training and supervision of front office Employees of a lower grade(s).
73.2.4 Hospitality administration and front office supervisor means an Employee appointed as such and who has the appropriate level of training including a supervisor's course and trains and co-ordinates the work of front office and/or other clerical staff.

73.3 Wage Rates

73.3.1 An adult Employee of a classification specified in the table hereunder shall be paid not less than the rate per week assigned to that classification for the area in which such Employee is working.

73.3.2 Minimum Rates of Pay:

<table>
<thead>
<tr>
<th>Level and Classification</th>
<th>From 3.7.15 Per week</th>
<th>From 1.7.16 Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introductory Level</td>
<td>656.90</td>
<td>673.30</td>
</tr>
<tr>
<td>Level 1 Hospitality Services Grade 1</td>
<td>675.90</td>
<td>692.80</td>
</tr>
<tr>
<td>Level 2 Hospitality Services Grade 2 Hospitality Administration and Front Office Grade 1</td>
<td>701.80</td>
<td>719.30</td>
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<tr>
<td>Level 3 Hospitality Services Grade 3 Hospitality Administration and Front Office Grade 2</td>
<td>725.90</td>
<td>744.00</td>
</tr>
<tr>
<td>Level 4 Hospitality Services Grade 4 Hospitality Administration and Front Office Grade 3</td>
<td>764.90</td>
<td>781.00</td>
</tr>
<tr>
<td>Level 5 Hospitality Services Grade 5 Hospitality Administration and Front Office Supervisor</td>
<td>812.80</td>
<td>833.10</td>
</tr>
<tr>
<td>Level 6 Hospitality Services Grade 6</td>
<td>834.60</td>
<td>855.50</td>
</tr>
</tbody>
</table>

73.4 Career Streams - Despite the recognition of three career path streams, such streaming does not prevent Employees undertaking duties as are within the limits of the Employee’s skill, competence and training at the direction of an Employer, within or across different streams provided that where work is undertaken at a higher grade and/or higher rate then, clause 5, Mixed Functions of this Part is applied.

73.5 Rates of Pay for school based apprentice

73.5.1 The hourly rates for full time apprentices as set out in this Part shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

73.5.2 For the purposes of paragraph 73.5.1 of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
73.5.3 Where this Part specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

### Schedule 74 – Allowances

<table>
<thead>
<tr>
<th>Clause</th>
<th>Allowance</th>
<th>From 3.7.15</th>
<th>From 1.7.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>212.7</td>
<td>Ordinary hours outside 7am - 7pm (Full-time/Part-time only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum payment for any one day</td>
<td>2.97</td>
<td>3.04</td>
</tr>
<tr>
<td>211.2</td>
<td>Broken periods of Work Allowance (Full-time and regular Part-time only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spread of hours</td>
<td>Per day</td>
<td>Per day</td>
</tr>
<tr>
<td></td>
<td>10 but under 10.5</td>
<td>1.46</td>
<td>1.50</td>
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<tr>
<td></td>
<td>10.5 but under 11.5</td>
<td>2.89</td>
<td>2.96</td>
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<tr>
<td></td>
<td>11.5 or more</td>
<td>4.35</td>
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<table>
<thead>
<tr>
<th>Clause</th>
<th>Allowance</th>
<th>From 3.7.15</th>
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</thead>
<tbody>
<tr>
<td>211.4</td>
<td>Laundry Allowance (special uniform) each</td>
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<td></td>
<td>Maximum (per week)</td>
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<tr>
<td>211.1</td>
<td>Meal Money Allowance</td>
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