

**CROWN EMPLOYEES  
(NSW TAFE COMMISSION -  
ADMINISTRATIVE AND  
SUPPORT STAFF  
CONDITIONS OF EMPLOYMENT)  
AWARD 2005**

Application by the Public Service Association and Professional Officers' Association and  
Professional Officers' Association Amalgamated Union of NSW

Under Section 11 of the  
NSW Industrial Relations Act 1996

**CROWN EMPLOYEES (NSW TAFE COMMISSION – ADMINISTRATIVE  
AND SUPPORT STAFF CONDITIONS OF EMPLOYMENT) AWARD 2005**

Industrial Relations Commission of New South Wales

**AWARD**

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### **SCHEDULE 1 - CLASSIFICATIONS OF ADMINISTRATIVE AND SUPPORT STAFF COVERED BY THE AWARD**

#### **2. Title**

This award shall be known as the Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2005.

#### **3. Definitions**

“Act” means the *NSW Technical and Further Education Commission Act 1990*.

“Accumulation” means the accrual of leave or time. In respect of weekly study time “accumulation” means the aggregation of short periods of weekly study time which is granted for private study purposes.

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

“Association” means the Public Service Association and Professional Officers’ Association Amalgamated Union of New South Wales.

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

“Award” means an award as defined in the *Industrial Relations Act 1996*.

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

“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.

“Classification” means a classification as listed at Schedule 1 of this Award.

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

“Daily rate” or “Rate per day” means the rate payable for 24 hours, unless otherwise specified.

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

“Day worker” means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.

“Expected date of birth”, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member 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 Labor Council of New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

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

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

“Full-time contract hours” means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

“Full-time position” means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

“Full-time staff member” means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.

“Government accommodation” means accommodation owned, leased or arranged by the Government where a staff member may be directed to reside for a specified period of time.

“Half day” means half the standard contract hours for the day.

“Headquarters” means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

“Industrial action” means industrial action as defined in the *Industrial Relations Act 1996*.

“Industrial instrument” means an industrial instrument as defined in the *Industrial Relations Act 1996* or a determination of salary or conditions of employment by an employer for industrial purposes pursuant to a statutory power.

“Local Arrangement” means an agreement reached at the organisational level between the Managing Director and the Association in terms of clause 7, Local Arrangements of this award.

“Local holiday” means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

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

“Normal hours of duty” means:

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

for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 7, Local Arrangements -- the hours of duty the Managing Director requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

“Normal work” means, for the purposes of subclause (x) of clause 6, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member’s position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

“Official overseas travel” means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

“On duty” means the time required to be worked for the NSW TAFE Commission. For the purposes of clause 49, Trade Union Activities Regarded as on Duty of this award, “on duty” means the time off with pay given by the NSW TAFE Commission to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

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

“On special leave” means the staff member 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 award.

“Overtime” 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 staff member’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 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Managing Director to work more than 7 hours after finishing overtime or before commencing overtime.

“Part-time entitlement”, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member 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 under the relevant industrial instrument.

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

“Part-time staff member” means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

“Prescribed ceasing time” means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, “prescribed ceasing time” means the conclusion of the bandwidth of the scheme applying to that staff member.

“Prescribed starting time” means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, “prescribed starting time” means the commencement of the bandwidth of the scheme applying to that staff member.

“Public holiday” means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

“Recall to duty” means those occasions when a staff member is directed to return to duty outside the staff member’s ordinary hours or outside the bandwidth in the case of a staff member working under the flexible working hours agreement.

“Remote area” 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 recreation 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 Public Employment Office; and
- accrual of additional recreation 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.

“Residence”, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

“Rostered Day Off” means, for the purposes of clause 18, Rostered Days Off for 38 Hour Week Workers, a day off in a regular cycle at a time operationally convenient.

“Shift worker --- Continuous Shifts” means a staff member 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” means a staff member who is not a “day worker” or a “shift worker - continuous shifts”, as defined above.

“Staff member” means a permanent or temporary employee and, unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of clause 70, Maternity Leave of this award, “staff member” means a female staff member.

“Standard hours” are 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” means an instruction given by the Managing Director to a staff member 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 a staff member 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 a staff member is employed or any other staff member authorised by the Managing Director to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

“Temporary work location” means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.

“Trade Union” or “Union” means a registered trade union, as defined in the *Industrial Relations Act 1996*.

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

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

“Use of Private Motor Vehicle – “Casual rate” means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Managing Director for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

“Use of Private Motor Vehicle – “Official business rate” means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Managing Director and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

“Workplace” means the whole of the NSW TAFE Commission or, as the case may be, an Institute, branch or section in which the staff member 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.

#### **4. Entitlements Under Another Industrial Instrument**

Where a classification is covered by an industrial instrument other than this Award, and that industrial instrument provides a condition or conditions of service that is also provided for by this Award, the provisions of such industrial instrument shall prevail and any inconsistent provision of this Award shall not apply.

#### **5. Work Environment**

- (a) Occupational Health and Safety --- The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces in the NSW TAFE Commission by:
- (1) the development of policies and guidelines for the NSW TAFE Commission on Occupational Health, Safety and Rehabilitation;
  - (2) assisting to achieve the objects of the Occupational Health and Safety Act, 2000 and the Occupational Health and Safety Regulation 2001 by establishing agreed Occupational Health and Safety consultative arrangements to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the NSW TAFE Commission to achieve these objectives;
  - (3) 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;
  - (4) developing strategies to assist the rehabilitation of injured staff members;

- (5) directly involving the Managing Director in the provisions of paragraphs (a) to (d) inclusive of this subclause.
- (b) Equality in employment --- The NSW TAFE Commission is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- (c) 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.

## **6. Dispute Resolution Procedures**

- (a) All disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required. Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
  - (1) Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the staff member and/or the Association's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
  - (2) The supervisor shall discuss the matter with the staff member and/or the Association's workplace representative as soon as practicable with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
  - (3) Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the staff member and/or the Association may raise the matter with an appropriate officer of the NSW TAFE Commission at the institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
  - (4) Where the procedures in paragraph (3) do not lead to resolution of the dispute, the matter shall be referred to the Managing Director and the General Secretary of the Association. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
  - (5) A staff member, at any stage, may request to be represented by the Association.
- (b) Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

## **7. Local Arrangements**

- (a) Local arrangements, as specified in this award, may be negotiated between the Managing Director and the Association in respect of the whole NSW TAFE Commission or part of the NSW TAFE Commission.

- (b) All local arrangements negotiated between the NSW TAFE Commission and the Association must be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.

### **8. Working Hours**

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Managing Director. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- (b) An appropriate staff member will be responsible to the Managing Director for the proper observance of hours of work and for the proper recording of such attendance.
- (c) The Managing Director may require a staff member to perform duty beyond the hours determined under subclause (a) of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
  - (2) any risk to staff member health and safety,
  - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
  - (4) the notice (if any) given by the Managing Director regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
  - (5) any other relevant matter.
- (d) The application of hours of work is subject to the provisions of this clause.
- (e) The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- (f) The Managing Director shall ensure that all staff members 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.

### **9. Casual Employment**

This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

- (a) Hours of Work
- (1) A casual employee is engaged and paid on an hourly basis.

- (2) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
- (3) A casual employee 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 another award or local agreement under clause 7 of this award, covering the particular class of work or are required by the usual work pattern of the position.

(b) Rate of Pay

- (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

- (2) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

- (3) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- (4) The loadings specified in subclause (b) (2) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

(c) Overtime

- (1) Casual employees shall be paid overtime for work performed:
  - (i) in excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 7 of this award, covering the particular class of work or are required by the usual work pattern of the position; or
  - (ii) outside the bandwidth applicable to the particular class of work; or
  - (iii) in excess of the daily roster pattern applicable for the particular class of work; or
  - (iv) in excess of the standard weekly roster of hours for the particular class of work; or
  - (v) in accordance with a local arrangement negotiated under clause 7 of this Award.
- (2) Overtime rates will be paid in accordance with the rates set in clause 86, Overtime Worked by Day Workers, of this award.

- (3) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause (b) (2) of this clause.
  - (4) The loading in lieu of annual leave as set out in subclause (b) (3) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (d) Leave
- (1) As set out in subclause (b) (3) of this clause, casual employees will be paid 1/12th in lieu of annual leave.
  - (2) Casual employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, in accordance with the *Industrial Relations Act 1996*.
  - (3) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
  - (4) Casual employees are not entitled to any other paid or unpaid leave.
- (e) Application of other clauses of this award to casual employees
- (1) The following clauses of this award do not apply to casual employees:
 

8	Working Hours
12	Variation of Hours
13	Natural emergencies and Major transport disruptions
16	Public Holidays
17	Standard Working Hours
21	Excess Travelling time
22	Waiting Time
39	Room at Home Used as an office
40	Semi Official Telephones
41	On call Allowance
49 to 57	relating to Trade Union activities
59	Travelling and other costs of Trade Union Delegates
63	Leave - General Provisions
64 to 81	relating to the various leave provisions
82	Study Assistance
83	Shift Work
84 to 85	relating to overtime
87 to 88	relating to recall to duty and standby arrangements
92	Payment for overtime or leave in lieu

### **10. Morning and Afternoon Breaks**

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, 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.

### **11. Meal Breaks**

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

- (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (b) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Managing Director and the Association to provide for payment of a penalty.

### **12. Variation of Hours**

If the Managing Director is satisfied that a staff member 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 staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

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

### **13. Natural Emergencies and Major Transport Disruptions**

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

- (a) apply to vary the working hours as provided in clause 12, Variation of Hours of this award and/or
- (b) negotiate an alternative working location with the NSW TAFE Commission; and/or
- (c) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

#### **14. Assistance with Transport**

The extent of any assistance by the NSW TAFE Commission with transport of a staff member 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 95, Provision of Transport in Conjunction with Working of Overtime of this award.

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

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

#### **16. Public Holidays**

- (a) Unless directed to attend for duty by the Managing Director, a staff member is entitled to be absent from duty on any day which is:
  - (1) a public holiday throughout the State; or
  - (2) a local holiday in that part of the State at or from which the staff member performs duty; or
  - (3) a day between Boxing Day and New Year's Day determined by the appropriate Managing Director as a public service holiday, unless a staff member is eligible for a union picnic day under another industrial instrument.
- (b) A staff member, who is required by the Managing Director to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (c) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

#### **17. Standard Working Hours**

- (a) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part time.
- (b) Urgent Personal Business --- Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Managing Director. Where time off has been granted, such time shall be made up as set out in subclause (d) of this clause.
- (c) Late Attendance --- If a staff member is late for work, such staff member must either take appropriate leave or, if the Managing Director approves, make the time up in accordance with subclause (d) of this clause.

- (d) Making up of Time --- The time off taken in circumstances outlined in subclauses (b) and (c) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Managing Director.

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

- (a) The parties to this award are 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. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours Agreement.
- (b) Consistent with local arrangements negotiated under clause 7, Local Arrangements of this award, and consistent with subclause (a) 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.
- (c) Where the operational requirements allow, the working of a flexible hours under a flexible working hours scheme operating in the NSW TAFE Commission, shall be extended to a staff member working under a part time work arrangement.

- (d) Exclusions – Flexible working hours shall not apply to staff members who work:

- a 38 hour week and are entitled to a rostered day off in a regular cycle; or
- permanent standard hours; or
- except as negotiated under clause 7 of this award, according to a shift roster.

- (e) Attendance

A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.

- (f) Bandwidth

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 7, Local Arrangements.

- (g) Core Time

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 7, Local Arrangements.

- (h) Lunch Break

The standard lunch period shall be one hour. With the approval of the supervisor, the lunch period may be extended by the staff member 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 7, Local Arrangements, the lunch break shall be taken in accordance with such local arrangement.

## (i) Settlement Period

Unless a local arrangement has been negotiated in terms of clause 7, Local Arrangements, the settlement period shall be four weeks.

- (1) For time-recording purposes, the settlement period and flex leave must coincide.
- (2) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Managing Director may extend the affected settlement period by a further four weeks.

## (j) Contract Hours

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

## (k) Flexible Working Hours Credit

A staff member may carry a maximum of 10 hours' credit into the next settlement period. Local arrangements in terms of clause 7, 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.

- (l) Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member 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 staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.

## (m) Flexible Working Hours Debit

The following provisions shall apply to the carry-over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 7, Local Arrangements:

- (1) a debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- (2) where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess;
- (3) any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next New South Wales public sector organisation under the Public Sector Staff Mobility Policy.

## (n) Cessation of Duty

A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:

- (1) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
  - (2) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted; or
  - (3) in such other circumstances as have been negotiated between the Managing Director and the Association under a local arrangement in terms of clause 7, Local Arrangements.
  - (4) Prior to a staff member's last day of service, the staff member and supervisor shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph (2) of subclause (p) of this clause.
- (o) Where a staff member 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 recreation 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.

(p) Flex Leave

Subject to operational requirements:

- (1) a staff member may take off one full day or two half days in a settlement period of four weeks;
  - (2) where it appears a staff member may exceed a 10-hour credit, as per subclause (1) 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;
  - (3) flex leave may be taken on consecutive working days;
  - (4) absences on flex leave may be combined with other periods of authorised leave;
  - (5) local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 7, Local Arrangements.
- (q) Absence during Core Time

Where a staff member 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 in clause 64, Absence from Work.

(r) Standard Hours

Notwithstanding the provisions of this clause, the Managing Director may direct the staff member to work standard hours and not flexible hours:

- (1) where the Managing Director decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the NSW TAFE

Commission or section of the NSW TAFE Commission, the Association shall be consulted, where appropriate; or

- (2) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (s) Easter Concession

Staff members 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.

### **19. Rostered Days Off for 38 Hour Week Workers**

- (a) The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- (b) Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
  - (1) Except as provided in paragraph (2) of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
  - (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 staff member resumes duty.
  - (3) Exception --- Notwithstanding the provisions of paragraph (2) of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- (c) 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.
- (d) Where seasonal or school vacation considerations affect NSW TAFE Commission operations, rostered days off may be accrued and taken during a less active period.
- (e) A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- (f) Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

### **20. Existing Hours of Work Determinations**

Any existing determinations or agreements in respect of the hours of work which operated in the NSW TAFE Commission or part of the NSW TAFE Commission as at the effective date of this award, shall continue to apply until renegotiated.

### **21. Excess Travelling Time**

- (a) Excess Travelling Time --- A staff member directed by the Managing Director to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

- (1) payment calculated in accordance with the provisions contained in this clause; or
- (2) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (b) Compensation under paragraphs (1) or (2) of subclause (a) of this clause, shall be subject to the following conditions:
- (1) on a non-working day --- all time spent travelling on official business;
- (2) on a working day --- subject to the provisions of subclause (e) of this clause, all additional time spent travelling before or after the staff member's normal hours of duty,
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- (c) No compensation for travelling time shall be given in respect of travel between 11.00 p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (d) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (e) Compensation for excess travelling time shall exclude the following:
- (1) time normally taken for the periodic journey from home to headquarters and return;
- (2) any periods of excess travel of less than 30 minutes on any one day;
- (3) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
- (4) time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided.
- (5) travel not undertaken by the most practical available route;
- (6) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
- (7) travel overseas.
- (f) Payment --- Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- (g) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

- (h) Staff members whose salary is in excess of the maximum rate for 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.
- (i) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

## **22. Waiting Time**

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 21, Excess Travelling Time.

## **23. Travelling Allowances - General**

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

## **24. Meal Expenses on One Day Journeys**

A staff member who is authorised by the Managing Director to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates for:-

- (a) breakfast when required to commence travel at or before 6.00 am and at least 1 hour before the prescribed starting time;
- (b) an evening meal when required to travel until or beyond 6.30 pm; and
- (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

## **25. Travelling Allowances when Staying in Non Government Accommodation**

- (a) A staff member 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 staff member's residence in order to perform the work.

- (b) For the first 35 days, the payment shall be either:
- (1) the appropriate rate of allowance specified in Item 2 of Table 1 – Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member' from their residence; and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
  - (2) if the staff member elects, actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- (c) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member 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.
- (d) Where a staff member 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.
- (e) After the first 35 days ---- If a staff member is required by the Managing Director to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 – Allowances of Part B Monetary Rates.
- (f) Long term arrangements ---- As an alternative to the provisions after the first 35 days set out in subclause (5) of this clause, the NSW TAFE Commission could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (g) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

## **26. Travelling Allowances when Staying in Government Accommodation**

When a staff member working from a temporary work location is provided with accommodation by the NSW TAFE Commission, the staff member shall be entitled to claim the incidental expenses allowance set out in Item 3 of Table 1 of Part B Monetary Rates for the same period. If meals are not provided by the NSW TAFE Commission at the temporary work location, the staff member shall be entitled to claim also the reimbursement of any meal expenses properly and reasonably incurred during the time spent at the temporary work location.

## **27. Restrictions on Payment of Travelling Allowances**

- (a) An allowance under clause 25, Travelling Allowance when staying in Non Government Accommodation or clause 26, Travelling Allowances when staying in Government Accommodation is not payable in respect of:

- (1) any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
  - (2) any period of leave, except with the approval of the Managing Director or as otherwise provided by this clause; or
  - (3) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (b) A staff member who is in receipt of an allowance under clause 25, Travelling Allowance when staying in Non Government Accommodation or clause 26, Travelling Allowances when staying in Government Accommodation, shall be entitled to an allowance under clause 25, in the following circumstances:
- (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 staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
  - (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 staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

### **28. Increase or Reduction in Payment of Travelling Allowances**

Where the Managing Director is satisfied that a travelling allowance is:

- (a) insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
- (b) in excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

### **29. Production of Receipts**

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 staff member.

### **30. Travelling Distance**

The need to obtain overnight accommodation shall be determined by the Managing Director having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation may be granted by the Managing Director.

### **31. Camping Allowances**

- (a) Except as provided in another industrial instrument, payment of the camping allowance applies to a staff member who is:-
- (1) in receipt of a camping equipment allowance under Clause 32, Camping Equipment Allowance; or
  - (2) provided with camping equipment by the NSW TAFE Commission; or
  - (3) reimbursed by the NSW TAFE Commission for the cost of hiring camping equipment.
- (b) When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:-
- (1) the daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and
  - (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 Table 1 – Allowances of Part B of Monetary Rates.
- (c) Where the Managing Director is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to camping allowance shall be paid a travelling allowance under either clause 25 or 26, whichever is appropriate, instead of the camping allowance.
- (d) A staff member who is paid a remote areas allowance under clause 35 of this award is entitled to continue to receive that allowance while receiving a camping allowance.

### **32. Camping Equipment Allowance**

- (a) In this clause, “camping equipment” includes instrument and travelling equipment.
- (b) A staff member 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 Table 1 – Allowances of Part B Monetary Rates for the expense of providing the equipment.
- (c) A staff member who provides own bedding and sleeping bags while camping on official business, shall be paid an additional allowance at the rate specified in Item 5 of Table 1 – Allowances of Part B Monetary Rates.

### **33. Allowance Payable for Use of Private Motor Vehicle**

- (a) The Managing Director may authorise a staff member to use a private motor vehicle for work where:
- (1) such use will result in greater efficiency or involve the NSW TAFE Commission in less expense than if travel were undertaken by other means; or
  - (2) where the staff member is unable to use other means of transport due to a disability.

- (b) There shall be different classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of the “casual rate” of allowance or the “official business rate” of allowance, as defined in clause 3, Definitions of this award, shall be paid depending on the circumstances and the purpose for which the vehicle is used.
- (c) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Managing Director.
- (d) A staff member 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 Table 1 of Part B Monetary Rates for the use of such private motor vehicle.
- (e) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (f) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 - Allowances of Part B Monetary Rates.
- (g) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

### **34. Damage to Private Motor Vehicle Used for Work**

- (a) 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:
  - (1) the damage is not due to gross negligence by the staff member; and
  - (2) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the staff member, the NSW TAFE Commission shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
  - (1) the damage was sustained on approved work activities; and
  - (2) the costs cannot be met under the insurance policy due to excess clauses.

### **35. Allowance for Living in a Remote Area**

- (a) A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
  - (1) indefinitely stationed and living in a remote area as defined in clause 3, Definitions of this Award; or

- (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 3, Definitions of this award.
- (b) Grade of appropriate allowance payable under this clause shall be determined as follows:
- (1) Grade A allowances --- the appropriate rate shown as Grade A in Item 7 of Table 1 – Allowances of Part B Monetary Rates in respect of all locations in a remote area, as defined in clause 3, Definitions of this award, except as specified in paragraphs (2) and (3) of this subclause;
  - (2) Grade B allowances --- the appropriate rate shown as Grade B in Item 7 of Table 1 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledook, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
  - (3) Grade C allowances --- the appropriate rate shown as Grade C in Item 7 of Table 1 – Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

### **36. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave**

A staff member who:

- (a) is indefinitely stationed in a remote area as defined in clause 3, Definitions of this award; and
- (b) proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member'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 Table 1 - Allowance of Part B Monetary Rates for the additional costs of travel.

### **37. Overseas Travel**

Unless the Managing Director determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member 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 Premier's Department Circular as issued from time to time.

### **38. Exchanges**

- (a) The Managing Director may arrange two way or one way exchanges with other organisations both public and private, if the NSW TAFE Commission or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the NSW TAFE Commission's business.
- (b) The conditions applicable to those staff members who participate in exchanges will be determined by the Managing Director according to the individual circumstances in each case (Item 9 of Table 1 – Allowances of Part B Monetary Rates).

- (c) The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 52, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

### **39. Room at Home Used as Office**

- (a) Where no office is provided in a particular location --- Where it is impractical to provide an office in a particular location, staff members 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 10 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- (b) Where an office exists in a particular location --- Where a NSW TAFE Commission office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines.
- (c) Requirements --- Arrangements under subclause (a) or (b) of this clause shall be subject to:
- (1) a formal agreement being reached in respect of the hours to be worked; and
  - (2) the occupational health and safety, provision of equipment requirements and any other relevant conditions

specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

### **40. Semi-official Telephones**

- (a) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the NSW TAFE Commission, as and when required.
- (b) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (c) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
- (1) give decisions, supply information or provide emergency services; and/or
  - (2) be available for reasons of safety or security for contact by the public outside of normal office hours.
- (d) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:

- (1) the connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
  - (2) the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
  - (3) the full cost of official local, STD and ISD calls.
- (e) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- (1) date, time, length of call and estimated cost;
  - (2) name and phone number of the person to whom call was made; and
  - (3) reason for the call.

#### **41. On-Call Allowance**

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (a) entitled to be paid the on call allowance set out in Item 11 of Table 1 – Allowances of Part B Monetary Rates when directed by the NSW TAFE Commission to be on call outside the staff member's working hours;
- (b) if a staff member who is on call and is called out by the NSW TAFE Commission, the overtime provisions as set out in clause 85, Overtime Worked by Shift Workers or clause 86, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- (c) 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.

#### **42. Uniforms and Protective Clothing**

- (a) Uniform, etc. provided by the NSW TAFE Commission --- A staff member who is required or authorised by the appropriate Managing Director to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the NSW TAFE Commission with such clothing.
- (b) Uniform, etc. provided by the staff member --- Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

#### **43. Payment of Laundry Allowance**

- (a) A staff member who is entitled to a laundry allowance at the time of making this award shall continue to receive the allowance as specified in Item 12 of Table 1 – Allowances of Part B, Monetary Rates.

- (b) 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.

#### **44. Compensation for Damage to or Loss of Staff Member's Private Property**

- (a) Where damage to or loss of the staff member's private property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act, 2000 and/or under any insurance policy of the NSW TAFE Commission covering the damage to or loss of the personal property of the staff member.
- (b) If a claim under subclause (a) of this clause is rejected by the insurer, the Managing Director may compensate a staff member for the damage to or loss of private property, if such damage or loss:
- (1) is due to the negligence of the NSW TAFE Commission, another staff member, or both, in the performance of their duties; or
  - (2) is caused by a defect in a staff member's material or equipment; or
  - (3) results from a staff member's protection of or attempt to protect NSW TAFE Commission property from loss or damage.
- (c) Compensation in terms of subclause (b) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the 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.
- (d) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (e) Compensation for the damage sustained shall be made by the 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.

#### **45. Garage and Carport Allowance**

- (a) Where a staff member 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 staff member shall be paid an appropriate rate of allowance as specified in Item 13 of Table 1 -- Allowances of Part B, Monetary Rates.
- (b) Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

#### **46. Community Language Allowance Scheme**

Staff members 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 staff members are not:

- (a) employed as interpreters and translators; and
- (b) 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 Item 14 of Table 1 - Allowances of Part B Monetary Rates.

#### **47. First Aid Allowance**

- (a) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 15 of Table 1 – Allowances of Part B Monetary Rates.
- (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.
- (c) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

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

Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

- (a) 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).
  - (1) clause 24, Meal Expenses on one day journeys;
  - (2) clause 25, Travelling Allowances when staying in Non Government Accommodation;
  - (3) clause 26, Travelling Allowances when staying in Government Accommodation;
  - (4) clause 90, Overtime Meal Allowances for breakfast, lunch and dinner.
- (b) 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**):
  - (1) clause 31, Camping Allowances;
  - (2) clause 33, Allowances Payable for Use of Private Motor Vehicle;
  - (3) clause 32, Camping Equipment Allowance;
  - (4) clause 35, Allowance for Living in a Remote Area;
  - (5) clause 36, Assistance to Staff Members Stationed in a Remote Area when Travelling on Recreation Leave;
  - (6) clause 39, Room at Home used as Office;
  - (7) clause 43, Payment of Laundry Allowance
  - (8) clause 45, Garage and Carport Allowance; and
  - (9) clause 90, Overtime Meal Allowances for supper.
- (c) Allowances payable in terms of clauses listed in this subclause shall continue to be subject to a percentage increase under an industrial instrument and shall be adjusted on and from the date or pay period the percentage increase takes effect:

- (1) clause 41, On call Allowance;
- (2) clause 46, Community Language Allowance Scheme;
- (3) clause 47, First Aid Allowance.

#### **49. Trade Union Activities Regarded as On Duty**

An Association 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 Association delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the *Occupational Health and Safety Regulation 2001*;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before -
  - (1) meetings with management;
  - (2) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
  - (3) any other meeting with management;
 by agreement with management, where operational requirements allow the taking of such time;
- (d) giving evidence in court on behalf of the NSW TAFE Commission;
- (e) appearing as a witness before the Government and Related Employees Appeal Tribunal;
- (f) representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- (g) presenting information on the Association and Association activities at induction sessions for new staff of the NSW TAFE Commission; and
- (h) distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

#### **50. Trade Union Activities Regarded as Special Leave**

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

- (a) annual or biennial conferences of the Association;

- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Labor Council of New South Wales and the biennial Congress of the Australian Council of Trade Unions;
- (d) attending meetings called by the Labor Council of New South Wales involving the Association which requires attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 49, 50 and 51 apply.

### **51. Trade Union Training Courses**

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

- (a) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Managing Director and the Association under a local arrangement pursuant to clause 7, Local Arrangements;
- (b) courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of two years applies to this training and is subject to:
  - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
  - (3) all travelling and associated expenses being met by the staff member or the Association;
  - (4) attendance being confirmed in writing by the Association or a nominated training provider.

### **52. Conditions Applying to On Loan Arrangements**

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

- (a) meetings interstate or in New South Wales of a Federal nature to which an Association member has been nominated or elected by the Association:
  - (1) as an Executive Member; or
  - (2) as a member of a Federal Council; or
  - (3) as a member of a vocational or industry committee.

- (b) briefing counsel on behalf of the Association;
- (c) assisting Association 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 Association;
- (d) country tours undertaken by a member of the executive or Council of the Association;
- (e) taking up full-time duties with the Association if elected to the office of President, General Secretary or to another full-time position with the Association.
- (f) Financial Arrangements

The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:

- (1) The NSW TAFE Commission will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
  - (2) The NSW TAFE Commission will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the New South Wales Treasury from time to time.
  - (3) Agreement with the Association 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 Association.
- (g) Recognition of "On Loan" Arrangement as Service

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

- (h) Limitation

On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association 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.

### **53. Period of Notice for Trade Union Activities**

The Managing Director must be notified in writing by the Association 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.

### **54. Access to Facilities by Trade Union Delegates**

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

- (a) telephone, facsimile and, where available, e-mail facilities;

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

### **55. Responsibilities of the Trade Union Delegate**

Responsibilities of the Association delegate are to:

- (a) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (b) participate in the workplace consultative processes, as appropriate;
- (c) follow the dispute settling procedure applicable in the workplace;
- (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (e) account for all time spent on authorised Association business;
- (f) when special leave is required, to apply for special leave in advance;
- (g) distribute Association literature/membership forms, under local arrangements negotiated between the Managing Director and the Association; and
- (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

### **56. Responsibilities of the Trade Union**

Responsibilities of the Association are to:

- (a) provide written advice to the Managing Director about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (c) of clause 57, Responsibilities of Workplace Management;
- (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (e) apply to the Managing Director well in advance of any proposed extension to the "on loan" arrangement;
- (f) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and

- (g) advise the employer of any leave taken by the Association delegate during the on loan arrangement.

### **57. Responsibilities of Workplace Management**

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

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

### **58. Right of Entry Provisions**

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

### **59. Travelling and Other Costs of Trade Union Delegates**

- (a) Except as specified in subclause (c) of clause 57, Responsibilities of Workplace Management, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

- (b) In respect of meetings called by the workplace management in terms of subclause (c) of clause 57, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 23, 24, 25, 26 or 27 of this Award.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW TAFE Commission in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the NSW TAFE Commission by the Association or the staff member.

### **60. Industrial Action**

- (a) Provisions of the *Industrial Relations Act* 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under Clause 6, Grievance and Dispute Settling procedures).
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

### **61. Consultation**

There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between management and the Association.

### **62. Deduction of Trade Union Membership Fees**

At the staff member's election, the Managing Director shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Managing Director and the Association in accordance with clause 7, Local Arrangements of this award.

### **63. Leave - General Provisions**

- (a) The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Managing Director and the Association in terms of clause 7, Local Arrangements of this award.
- (b) Unless otherwise specified, part-time staff members will receive the leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- (c) 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.
- (d) Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

#### **64. Absence from Work**

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

#### **65. Applying for Leave**

- (a) An application by a staff member for leave under this Award shall be made to and dealt with by the Managing Director.
- (b) The Managing Director shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW TAFE Commission permit this to be done.

#### **66. Adoption Leave**

- (a) A staff member who adopts a child under the age of five years (other than a child who has previously lived continuously with the staff member for a period of at least 6 months or is the child or stepchild of the staff member or of the staff member's spouse or partner), and who will be the primary caregiver of the adopted child, shall be entitled to be granted 12 months' adoption leave.
- (b) Adoption leave shall be granted without pay except that the staff member shall be entitled to payment for a period of 14 weeks, or a lesser period as the staff member elects, if the staff member:
  - (1) applied for adoption leave within the time and in the manner determined by the Managing Director; and
  - (2) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (c) Payment for the 14 weeks' adoption leave referred to in subclause (b) of this clause may be made at:
  - (1) full pay over 14 weeks; or
  - (2) half pay over 28 weeks; or
  - (3) a combination of full pay and half pay.

- (d) Adoption leave shall commence on the date of placement.

“Date of placement” is the date on which the staff member takes custody of the child concerned, whether that date is before, on, or after the date on which a court makes an order for the adoption of the child by the staff member.

- (e) A staff member who has been granted adoption leave may, with the permission of the Managing Director, take such leave:
- (1) full-time over a period not exceeding 12 months from the date of placement; or
  - (2) part-time (or a combination of part-time and full-time) over a period not exceeding 2 years from the date of placement.
- (f) A staff member who resumes duty immediately following adoption leave shall:
- (1) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
  - (2) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (g) Special Adoption Leave --- A staff member shall be entitled to up to 2 days of unpaid leave to be known as special adoption leave for the purpose of attending compulsory interviews or examinations as part of the adoption procedure. Special adoption leave may be taken as a charge against recreation leave, extended leave/long service leave, flextime or family and community service leave.

### **67. Extended and Long Service Leave**

- (a) As provided by the Act, extended leave shall accrue and shall be granted to full time staff members in accordance with the provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002* and any amendments thereto.
- (b) Permanent part time staff members shall accrue and shall be granted extended leave on the same terms and conditions as full time staff members under subclause (a) of this clause, except that extended leave will accrue and be granted on a proportionate basis.
- (c) Temporary part time staff members shall accrue and shall be granted long service leave in accordance with the provisions of the *Long Service Leave Act 1955* and any amendments thereto.

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

- (a) The Managing Director shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- (b) Such cases may include but not be limited to the following:-

- (1) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
  - (2) 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;
  - (3) emergency or weather conditions – such as when flood, fire, snow or disruption to utility services etc, threatens a staff member’s property and/or prevents a staff member from reporting for duty;
  - (4) attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
  - (5) attendance at court by a staff member 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;
  - (6) attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
  - (7) absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be the greater of the leave provided in paragraphs (1) or (2) of this subclause.
- (1) 2½ of the staff member’s working days in the first year of service and, on completion of the first year’s service, 5 of the staff member’s working days in any period of 2 years; or
  - (2) After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.
- “Short leave” is the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave.
- (d) On the death of a person defined in subclause (c) of clause 78, Sick Leave to Care for a Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
  - (e) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (c) of clause 78, Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.

**69. Leave Without Pay**

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

**70. Maternity Leave**

- (a) A staff member who is pregnant shall, subject to this clause, be entitled to be granted 12 months' maternity leave.
- (b) Maternity leave shall be granted without pay except that the staff member shall be entitled to payment for a period of 14 weeks, or a lesser period as the staff member elects, if the staff member:
  - (1) applied for maternity leave within the time and in the manner determined by the Managing Director; and
  - (2) prior to the expected date of birth, completed not less than 40 weeks' continuous service.
- (c) Payment for the 14 weeks' maternity leave referred to in subclause (b) of this clause may be made at:
  - (1) full pay over 14 weeks; or
  - (2) half pay over 28 weeks; or
  - (3) a combination of full pay and half pay.
- (d) A staff member who is eligible for paid maternity leave under subclause (b), and who gives birth to a still born child (or the child dies shortly after birth), shall continue to be eligible for 14 weeks' paid maternity leave, or for as long as a medical practitioner certifies to be necessary, whichever period is shorter.

- (e) Maternity leave may commence no earlier than 9 weeks before the expected date of birth and no later than the date of birth.
- (f) A staff member who has been granted maternity leave may, with the permission of the Managing Director, take such leave:
  - (1) full-time over a period not exceeding 12 months from the date of birth; or
  - (2) part-time (or a combination of part-time and full-time) over a period not exceeding 2 years from the date of birth.
- (h) Special Maternity Leave and Paid Sick Leave--- Where a staff member is not fit to work following a termination of pregnancy (other than by the birth of a living child), or as a result of illness related to the staff member's pregnancy, and the staff member is not then on maternity leave, the staff member shall be entitled to take:
  - (1) unpaid leave to be known as special maternity leave for as long as a medical practitioner certifies to be necessary; or
  - (2) paid sick leave (instead of or in addition to special maternity leave) as the staff member is then entitled to and for as long as a medical practitioner certifies to be necessary.

The above does not limit the staff member's ability to access other forms of available leave.

- (i) A staff member who resumes duty immediately following maternity leave, or immediately following special maternity leave or paid sick leave as referred to in subclause (h), shall:
  - (1) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
  - (2) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.

### **71. Military Leave**

- (a) During the period of 12 months commencing on 1 July each year, the Managing Director may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (b) Up to 26 working days military leave per year may be granted by the Managing Director to members of the Naval Reserve, up to 28 working days per 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 subclause (a) of this clause.
- (c) 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.

- (d) For leave in excess of the entitlements under (b) and (c) of this clause staff members 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 staff member's superannuation will be maintained and sick, recreation and extended leave entitlements will accrue.
- (e) At the expiration of military leave, the staff member shall furnish to the Managing Director a certificate of attendance signed by the commanding officer or other responsible officer.

### **72. Observance of Essential Religious or Cultural Obligations**

- (a) A staff member of:
  - (1) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
  - (2) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- (b) Provided adequate notice as to the need for leave is given by the staff member to the NSW TAFE Commission and it is operationally convenient to release the staff member from duty, the Managing Director must grant the leave applied for by the staff member in terms of this clause.
- (c) A staff member of any religious faith who seek 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:
  - (1) adequate notice being given by the staff member;
  - (2) prior approval being obtained by the staff member; and
  - (3) the time off being made up in the manner approved by the Managing Director.
- (d) Notwithstanding the provisions of subclause (a), (b) and (c) of this clause, arrangements may be negotiated between the NSW TAFE Commission and the Association in terms of clause 7, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

### **73. Parental Leave**

- (a) Parental leave is available to staff members who become parents following the birth of their child or following an adoption and who wish to apply for leave to look after their child but are not eligible for either adoption leave or maternity leave.
- (b) Parental leave applies as follows:
  - (1) short parental leave --- an unbroken period of up to one week at the time of the birth of the child (or other termination of the spouse's or partner's pregnancy) or, in the case of adoption, from the date of placement;

- (2) extended parental leave --- for a period of up to 12 months less any short parental leave taken by the staff member as provided for in paragraph (1) of this subclause.

“Date of placement”, in the case of adoption, is the date on which the staff member takes custody of the child concerned, whether that date is before, on, or after the date on which a court makes an order for the adoption of the child by the staff member.

- (c) Parental leave shall be granted without pay except that the staff member shall be entitled to payment for a period of one week at full pay, or two weeks at half pay, if the staff member:
- (1) applied for parental leave within the time and in the manner determined by the Managing Director; and
  - (2) prior to the expected date of birth or the date of placement in the case of adoption, completed not less than 40 weeks’ continuous service.
- (d) Parental leave may not commence earlier than the date of birth or, in the case of adoption, the date of placement.
- (e) A staff member who has been granted parental leave may, with the permission of the Managing Director, take such leave:
- (1) full-time over a period not exceeding 12 months from the date of birth or, in the case of adoption, the date of placement; or
  - (2) part-time (or a combination of part-time and full-time) over a period not exceeding 2 years from the date of birth or, in the case of adoption, the date of placement.
- (f) A staff member who resumes duty immediately following parental leave shall:
- (1) if the position occupied by the staff member immediately before the commencement of that leave still exists --- be entitled to be placed in that position; or
  - (2) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member’s former position.

#### **74. Recreation Leave**

- (a) **Accrual**
- (1) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
  - (2) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member who is stationed indefinitely in a remote area of the State, as defined in clause 3, Definitions of this award.
  - (3) Recreation leave accrues from day to day.

- (b) Limits on Accumulation and Direction to take leave
- (1) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Managing Director in special circumstances.
  - (2) Where the operational requirements permit, the application for leave shall be dealt with by the Managing Director according to the wishes of the staff member.
  - (3) Recreation leave should only accumulate to a maximum of 40 working days. Staff members who are shift workers or who are required to work regularly on weekends and/or public holidays may accrue to a maximum of 50 days.
  - (4) Should recreation leave balances exceed the limits specified in paragraph (3) of this subclause, the Managing Director may direct staff to take recreation leave with a reasonable time period and at a time convenient to the NSW TAFE Commission.
- (c) Conservation of Leave – If the Managing Director is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below 40 or 50 days, the Managing Director shall:
- (1) specify in writing the period of time during which the excess shall be conserved; and
  - (2) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 40 or 50 day limit.
- (d) Miscellaneous
- (1) Unless a local arrangement has been negotiated between the Managing Director and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
  - (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
  - (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
  - (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
  - (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

- (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
  - (7) On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
  - (8) A staff member to whom paragraph (7) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- (e) Death --- Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's personal representative. Where no probate or letters of administration are produced then the monetary value of recreation leave may be paid to the person who met the expenses for the funeral.

### **75. Annual Leave Loading**

- (a) General --- Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses (b) to (f) of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year.
- (b) Loading on additional leave accrued --- Where additional leave is accrued by a staff member:-
  - (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 five weeks, whichever is the lower.
  - (2) if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (c) Shift workers --- Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
  - (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 recreation leave; or
  - (2) 17½% annual leave loading.
- (d) Maximum Loading --- Unless otherwise provided in an industrial instrument under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- (e) 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.

- (f) Payment of annual leave loading --- Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- (1) annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
  - (2) if at least two weeks' leave, as set out in paragraph (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 staff member as at 30 November of the current year.
  - (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 paragraph (1) of this subclause, is taken.
  - (4) a staff member 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 staff member's serious and intentional misconduct.
  - (5) except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

## **76. Sick Leave**

- (a) If the appropriate Managing Director is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Managing Director:
- (1) shall grant to the staff member sick leave on full pay; and
  - (2) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- (b) Entitlements
- (1) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave accrued and not utilised accumulates.
  - (2) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
  - (3) 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.

- (4) 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.
  - (5) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
  - (6) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
  - (7) Paid sick leave shall not be granted during a period of unpaid leave.
- (c) Payment during the initial 3 months of service --- Paid sick leave which may be granted to a staff member, other than a temporary staff member employed for less than 3 months, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Managing Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
  - (d) Temporary staff members --- No paid sick leave shall be granted to temporary employees who are employed for a period of less than 3 months.
  - (e) Unless an apprentice is covered by an industrial instrument which makes a more favourable provision, 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.

#### **77. Sick Leave - Requirements for Medical Certificate**

- (a) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Managing Director in respect of the absence.
- (b) A staff member shall be put on notice in advance if required by the Managing Director to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (c) If there is any concern about the reason shown on the medical certificate, the Managing Director, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to HealthQuest for advice.
- (d) The nature of the leave to be granted to a staff member shall be determined by the Managing Director on the advice of HealthQuest.
- (e) If sick leave applied for is not granted, the Managing Director must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.

- (f) A staff member may elect to have an application for sick leave dealt with confidentially by HealthQuest in accordance with the general public service policy on confidentiality, as applies from time to time.
- (g) If a staff member who is absent on recreation leave or extended leave, furnishes to the Managing Director a satisfactory medical certificate 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 staff member as follows:-
- (1) in respect of recreation leave, the period set out in the medical certificate;
  - (2) in respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
- (h) Subclause (g) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (i) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Managing Director's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

### **78. Sick leave to Care for a Family Member**

When family and community service leave provided for in clause 68 is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Managing Director may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Managing Director, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this clause is subject to:-
- (1) the staff member being responsible for the care and support of the person concerned; and
  - (2) the person concerned being:-
    - a spouse of the staff member; or
    - a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or

- a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
- a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-
  - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
  - "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
  - "household" means a family group living in the same domestic dwelling.

### **79. Sick Leave - Workers' Compensation**

- (a) The Managing Director shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Managing Director shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The Managing Director will ensure that, once received by the NSW TAFE Commission, a staff member'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*.
- (e) 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 staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (f) If liability for the workers' compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers' Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (h) If a staff member notifies the 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 staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

- (i) A staff member may be required to submit to a medical examination under the *Workers' Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (j) If the Managing Director provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers' Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (k) 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*.
- (l) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:-
  - (1) the staff member's claim for workers' compensation;
  - (2) the conduct of a medical examination by a Government or other Medical Officer;
  - (3) a medical certificate issued by the examining Government or other Medical Officer;  
or
  - (4) action taken by the 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.

#### **80. Sick leave - Claims Other Than Workers' Compensation**

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

- (c) On repayment to the NSW TAFE Commission of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

### **81. Special Leave**

(a) Special Leave --- Jury Service

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

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

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

- (1) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (2) pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- (3) Association Witness --- a staff member called by the Association 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.

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

- (e) Special Leave - Examinations -
  - (1) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Managing Director.
  - (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.
- (f) Special Leave - Union Activities --- Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 50, Trade Union Activities Regarded as Special Leave of this award.
- (g) Return Home When Temporarily Living Away from Home --- Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- (h) Return Home When Transferred to New Location -- Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, on the same terms and conditions that apply to staff members covered by the Crown Employees (Transferred Employees Compensation) Award 2004 and any amendments thereto.
- (i) A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.
- (j) Special Leave - Other Purposes --- Special leave on full pay may be granted for other purposes as the Managing Director determines.

## **82. Study Assistance**

- (a) The Managing Director shall have the power to grant or refuse study time.
- (b) Where the Managing Director approves the grant of study time, the grant shall be subject to:
  - (1) the course being a course relevant to the NSW TAFE Commission;
  - (2) the time being taken at the convenience of the NSW TAFE Commission; and
  - (3) paid study time not exceeding a maximum of 4 hours per week.
- (c) Study time may be granted to permanent staff members and full-time temporary staff members. Permanent part-time staff members shall have a part time entitlement to study time.
- (d) Study time may be used for:

- (1) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
  - (2) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
  - (3) private study; and/or
  - (4) accumulation, subject to the conditions specified in subclauses (f) to (j) of this clause.
- (e) Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- (1) Face-to-Face --- Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
  - (2) Correspondence --- Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
  - (3) Accumulation --- Staff members may choose to accumulate part or all of their study time as provided in subclauses (f) to (j) of this clause.
- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW TAFE Commission.
- (g) Staff members 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 staff member and the NSW TAFE Commission.
- (h) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- (i) Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (j) Where a staff member 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.
- (k) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (l) Correspondence Courses --- Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.

- (m) 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.
- (n) 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 staff member's control
- (o) 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.
- (p) Examination Leave --- Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (q) The period granted as examination leave shall include:
  - (1) time actually involved in the examination;
  - (2) necessary travelling time, in addition to examination leave,

but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- (r) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (s) Study Leave --- Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (t) All permanent full-time and part-time and full-time temporary staff members are eligible to apply and no prior service requirements are necessary.
- (u) 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.
- (v) 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 staff member.
- (w) 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.

### 83. Shift Work

- (a) Shift Loadings --- Except where otherwise provided under another Industrial Instrument, a shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts worked from Monday to Friday.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Public Holidays --- the following shall apply:
- (1) where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
  - (2) a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day.
- (g) 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.
- (h) 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.
- (i) Breaks between Shifts --- A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

- (j) 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 93, 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.
- (k) Time spent off duty may be calculated by determining the amount of time elapsed after:-
  - (1) the completion of an ordinary rostered shift; or
  - (2) the completion of authorised overtime; or
  - (3) the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

#### **84. Overtime - General**

- (a) A staff member may be directed by the Managing Director to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
  - (2) any risk to staff member health and safety,
  - (3) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
  - (4) the notice (if any) given by the Managing Director regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
  - (5) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
  - (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
  - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
  - (3) a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

### **85. Overtime Worked by Shift Workers**

- (a) 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.
- (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.
  - (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.
  - (3) Sunday --- All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
  - (4) Public Holidays --- All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- (b) 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.
- (c) 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 arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.
- (d) 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.

### **86. Overtime Worked by Day Workers**

- (a) The provisions of this clause shall not apply to:
- (1) shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 83, Shift Work and clause 85, Overtime Worked By Shift Workers of this award apply;
  - (2) staff members covered by formal local arrangements in respect of overtime negotiated between the Managing Director and the Association;
  - (3) staff members to whom overtime provisions apply under another industrial instrument;
  - (4) staff members whose salary includes compensation for overtime;
  - (5) staff members who receive an allowance in lieu of overtime.
- (b) Rates - Overtime shall be paid at the following rates:
- (1) Weekdays (Monday to Friday inclusive) --- at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime

worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 7, Local Arrangements of this award apply;

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

### **87. Recall to Duty**

- (a) A staff member 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.
- (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.

- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within 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.
- (g) This clause shall not apply in cases where it is customary for a staff member to return to the NSW TAFE Commission's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

### **88. On Call (Stand-by)**

When a staff member is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made. The rate shown in item 11 of Table 1 – Allowances of Part B Monetary Rates shall be made for the duration of on call (stand-by).

### **89. Overtime Meal Breaks**

- (a) Staff members not working flexible hours --- A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours --- A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Staff Members Generally --- A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

### **90. Overtime Meal Allowances**

- (a) 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 16 of Table 1 – Allowances of Part B, Monetary Rates, provided the Managing Director is satisfied that:
  - (1) the time worked is directed overtime;
  - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
  - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
  - (4) overtime is not being paid in respect of the time taken for a meal break.

- (b) Notwithstanding the above provisions, nothing in this clause shall prevent the Managing Director and the Association from negotiating different meal provisions under a local arrangement.

### **91. Rate of Payment for Overtime**

A staff member 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 staff member's salary or, where applicable, salary and allowance in the nature of salary.

### **92. Payment for Overtime or Leave in Lieu**

- (a) The Managing Director shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (b) of this clause.
- (b) The following provisions shall apply to the leave in lieu:-
- (1) the staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
  - (2) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
  - (3) the leave must be taken at the convenience of the 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 78, Sick Leave to Care for a Sick Family Member apply.
  - (4) the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's NSW TAFE Commission or section;
  - (5) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the NSW TAFE Commission and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Managing Director and the Association;
  - (6) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
  - (7) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

### 93. Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause (d) of clause 86, 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.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:-

$$\frac{\text{Annual salary}}{1} \quad X \quad \frac{5}{260.89} \quad X \quad \frac{1}{\text{No of ordinary hours of work per week}}$$

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

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

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

### 94. Review of Overtime Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 48, Review of Allowances Payable in Terms of This award.
- (b) Where an allowance payable under clause 90, Overtime Meal Allowances of this award is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Managing Director shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Managing Director or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

### 95. Provision of Transport in Conjunction with Working of Overtime

- (a) For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.
- (1) Departure or arrival after 8.00 pm of a staff member 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 staff member at risk.
  - (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 NSW

TAFE Commissions where knowledge of each particular situation will enable appropriate judgements to be made.

(b) Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

(c) Provision of Taxis

Where a staff member:

- ceases overtime duty after 8.00 p.m., or
- ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

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.

### **96. Higher Duties Allowance**

(a) A staff member 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:

- (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 staff member appointed to that position; and
- (2) the allowance paid will be the difference between the present rate of pay of the staff member and the rate of pay to which they would have been entitled if appointed to that position; or
- (3) where the staff member 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.

(b) 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.

(c) Except as provided by subclause (d) 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 staff member during any period of relief in a higher position.

(d) Staff members 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.

## 97. Management of Conduct and Performance

Part 2.7, Management of Conduct and Performance of the *Public Sector Employment and Management Act 2002* and any procedural guidelines issued pursuant to section 44 of the *Public Sector Employment and Management Act 2002*, apply to classifications under this Award.

## 98. Anti-Discrimination

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

## 99. Leave Reserved

- (a) The intention of this Award is to reflect existing conditions of service in relation to classifications in the NSW TAFE Commission at the time the Award is made. The parties

may make application to vary the terms of the Award to correct any errors or omissions in relation to existing conditions of service.

- (b) Leave is also reserved for other parties to make application to be bound by the Award in relation to classifications of staff not included in Schedule 1. This sub-clause will operate for a period of six months from the date of effect of the Award.

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

- (a) The parties bound by this Award are the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and the Technical and Further Education Commission.
- (b) The provisions of this Award shall apply to permanent, temporary and casual staff employed in the NSW TAFE Commission in the classifications as listed in Schedule 1 of this Award.
- (c) This Award will be operative from 11 August 2005 and will remain in force for a period of three years.

**PART B  
MONETARY RATES**

**Table 1 - Allowances**

Item No	Clause No	Description	Amount as from 1/7/05
1		<b>Meal Expenses on One Day Journeys</b> <b>Capital cities and high cost country centres</b> (see list in item 2)	
	24(a)	Breakfast	18.90
	24(b)	Dinner	36.40
	24(c)	Lunch	21.15
		<b>Tier 2 and other country centres</b> (see list in item 2)	
	24(a)	Breakfast	16.85
	24(b)	Dinner	33.30
	24(c)	Lunch	19.30
2	25(b)(1)	<b>Travelling Allowances When Staying in Non-Govt Accommodation</b> <b>Capital Cities</b>	<b>\$ per day</b>
		Adelaide	222.00
		Brisbane	226.00
		Canberra	199.00
		Darwin	219.00
		Hobart	195.00
		Melbourne	241.00
		Perth	209.00
		Sydney	248.00
	25(b)(1)	<b>High cost country centres</b>	<b>\$ per day</b>
		Alice Springs (NT)	182.00
		Ballarat (Vic)	188.00
		Broome (WA)	220.00
		Burnie (Tas)	184.50
		Carnarvon (WA)	186.00
		Christmas Island (WA)	211.00
		Dampier (WA)	189.00
		Devonport (Tas)	190.00
		Exmouth (WA)	186.00
		Gold Coast (QLD)	197.00
		Halls Creek	194.50
		Horn Island (QLD)	200.00
		Jabiru (NT)	296.00
		Kalgoorlie (WA)	186.00
		Karratha (WA)	243.00
		Kununurra (WA)	210.00
		Launceston (Tas)	186.00
		Maitland (NSW)	183.00
		Newcastle (NSW)	199.00
		Newman (WA)	208.00
		Norfolk Island	191.00
		Pt Hedland (WA)	208.00
		Queenstown (Tas)	186.50

Item No	Clause No	Description	Amount as from 1/7/05
	25(b)(1)	Thursday Island (QLD) Weipa (Qld) Wilpena (SA) Wollongong (NSW) Yulara <b>Tier 2 country centres</b> Ararat (Vic) Bathurst (NSW) Bendigo (VIC) Bordertown (SA) Broken Hill (NSW) Bunbury (WA) Cairns (Qld) Castlemaine (Vic) Cocos (Keeling) Island Geelong (Vic) Mt Gambier (SA) Mt Isa (Qld) Northam (WA) Orange (NSW) Pt Lincoln (SA) Portland (Vic) Wagga Wagga (NSW) Warrnambool (VIC)	231.00 216.00 194.00 191.00 373.00 <b>\$ per day</b> 170.00
	25(b)(1)	<b>Other country centres</b>	<b>\$ per day</b> 158.00
	25(b)(2)	<b>Incidental expenses when claiming actual expenses - all locations</b>	14.55
	25(e)	<b>Daily allowance payable after 35 days and up to 6 months in the same location - all locations</b>	50% of the appropriate location rate
3	26	<b>Government accommodation- incidental expenses (\$ per day)</b>	14.55
4	31(b)	<b>Camping Allowance</b> Established camp Non established camp Additional allowance for staff who camp in excess of 40 nights per year	<b>\$ per night</b> 24.00 31.80 7.60
5	32(b) 32(c)	<b>Camping Equipment Allowance</b> Camping Equipment Allowance Bedding and sleeping bag	<b>\$ per night</b> 23.70 3.95
6	33(d)	<b>Use of private motor vehicle</b>  <b>Official business</b> Engine capacity- over 2700cc 1600cc to 2700cc under 1600cc <b>Casual rate</b> Engine capacity- Over 2700cc	<b>cents per kilometre</b>   79.1 73.6 52.7  28.1

Item No	Clause No	Description	Amount as from 1/7/05
		1600cc-2700cc	26.1
		under 1600cc	22.0
		<b>Motor cycle allowance</b>	
		Normal business	34.7
		During transport disruptions	17.4
	33(f)	<b>Towing trailer or horse float</b>	10.2
7		<b>Remote Areas Allowance</b>	<b>\$ per annum</b>
		<b>With dependants</b>	
	35(b)(1)	- Grade A	1,522
	35(b)(2)	- Grade B	2,018
	35(b)(3)	- Grade C	2,695
		<b>Without dependants</b>	
	35(b)(1)	- Grade A	1,061
	35(b)(2)	- Grade B	1,415
	35(b)(3)	- Grade C	1,888
8	36	<b>Assistance to staff members stationed in a remote area when travelling on recreation leave</b>	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$37.50 Actual reasonable expenses in excess \$37.50 and up to \$251.20
		Other transport - with dependants	Actual reasonable expenses in excess of \$37.50 and up to \$124.05
		Other transport - without dependants	Actual rail fare less \$37.50
		Rail travel	
9	38	<b>Exchanges</b>	Actual cost
10	39(a)	<b>Room at home used as office (\$ per annum)</b>	693
11	41(a), 88	<b>On-call allowance (\$ per hour)</b>	0.67
12	43(a)	<b>Laundry allowance (per week)</b>	\$3.65
13	45(a)	<b>Garage and carport allowance</b>	<b>\$ per annum</b>
		- Garage allowance	491
		- Carport allowance	109
14	46	<b>Community Language Allowance Scheme</b>	<b>\$ per annum</b>
		- Base Level Rate	958
		- Higher Level Rate	1,438
15	47(a)	<b>First aid allowance</b>	<b>\$ per annum</b>
		- Holders of basic qualifications	615
		- Holders of current occupational first aid certificate	926

<b>Item No</b>	<b>Clause No</b>	<b>Description</b>	<b>Amount as from 1/7/05</b>
16	90(a)	<b>Overtime meal allowances</b>	\$
		Breakfast	21.10
		Lunch	21.10
		Dinner	21.10
		Supper	8.30

**SCHEDULE 1****CLASSIFICATIONS OF ADMINISTRATIVE AND SUPPORT  
STAFF COVERED BY THE AWARD**

Apprentice Gardener, Greenkeeper, Nursery Person  
 Artists Model  
 Assistant Food and Beverage Controller  
 Assistant Operations Controller  
 Assistant Operations Manager  
 Audio Visual Aids Technician  
 Customer Relations Manager  
 Catering Supervisor  
 Catering Services Manager  
 Chief Security Controller  
 Class Preparation Assistant  
 Clerk (Graded)  
 Clerical Officer Grade 1  
 Clerical Officer Grade 1/2  
 Clerical Officers Grade 3/8  
 Computer Systems Officer (Graded)  
 Computer Systems Officer (Trainee, Levels 1 & 2)  
 Officer-in-Charge, Media Centre  
 Dental Auxiliaries Assistant (Clinical)  
 Dental Auxiliaries Assistant (Technical)  
 Designer  
 Disability Classroom Support (Non-teaching)  
 Driver/General Assistant  
 Duty Manager  
 Assistant – Enrolled Nurses Training Program  
 Food School Assistant  
 Fitter Operator  
 Food and Beverage Controller  
 Gardening Staff  
 General Assistant/Caretaker  
 Guest Services Agent  
 House Officer  
 House Supervisor  
 Kitchen Assistant  
 Laboratory Attendant  
 Laboratory Craftsman  
 Librarian and Archivist  
 Library Assistant  
 Library Technician  
 Operations Controller  
 Operations Supervisor – Food School  
 Operations Manager  
 Operations Manager – Food School  
 Publicity Officer  
 Public Relations Officer  
 Scientific Instrument Maker

Senior Housekeeper  
Steel Production Assistant  
Steel Production Supervisor  
Stores Attendant  
Stores Officer  
Student Association Officer  
Technical Assistant (Various)  
Technical Officer (Engineering)  
Technical Officer (Scientific)